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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): October 13, 2017 (October 6, 2017)**

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**CAESARS ENTERTAINMENT CORPORATION**  
(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-10410**  
(Commission  
File Number)

**62-1411755**  
(IRS Employer  
Identification No.)

**One Caesars Palace Drive, Las Vegas, Nevada 89109**  
(Address of Principal Executive Offices)(Zip Code)

**(702) 407-6000**  
(Registrant's telephone number, including area code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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## INTRODUCTORY NOTE

### ***Merger with Caesars Acquisition Company***

As previously reported, Caesars Entertainment Corporation (“CEC” or the “Company”) and Caesars Acquisition Company (“CAC”) entered into an Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2016, as amended by the First Amendment to the Amended and Restated Agreement and Plan of Merger, dated as of February 20, 2017 (as amended, the “Merger Agreement”). Pursuant to the Merger Agreement, on October 6, 2017 (the “Effective Date,” which also constitutes the Effective Date of the Plan, as defined below) CAC merged with and into CEC, with CEC as the surviving company (the “Merger”). Upon consummation of the Merger, each share of Class A common stock, par value \$0.001 per share, of CAC (the “CAC Common Stock”) issued and outstanding immediately prior to the effective time of the Merger was converted into, and became exchangeable for, 1.625 shares (the “Exchange Ratio”) of common stock, par value \$0.01 per share, of CEC (the “CEC Common Stock”), resulting in CEC issuing 226,128,877 shares of CEC Common Stock to the holders of CAC Common Stock. The Merger will be accounted for as a transaction among entities under common control, which will result in CAC being consolidated into CEC at book value as an equity transaction.

Copies of the Amended and Restated Agreement and Plan of Merger and the First Amendment to the Amended and Restated Agreement and Plan of Merger are filed as Exhibits 2.1 and 2.2 hereto.

### ***CEOC's Emergence from Chapter 11 Bankruptcy***

As previously reported, on January 15, 2015, CEC's subsidiary, Caesars Entertainment Operating Company, Inc. (“CEOC”), and certain of its subsidiaries (collectively, the “Debtors”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”). On January 17, 2017, the Bankruptcy Court entered an order approving and confirming the Debtors' third amended joint plan of reorganization (the “Plan”). A copy of the Plan is filed as Exhibit 2.3 hereto.

On October 6, 2017, the Debtors consummated their reorganization pursuant to the Plan. The Plan provides for, among other things:

- (1) A global settlement of all claims the Debtors may have against CEC and its affiliates;
- (2) Comprehensive releases for CEC and its affiliates and CAC and its affiliates; and
- (3) The reorganization of CEOC as an operating company (“OpCo”) and a property company (“PropCo”). OpCo, which became a limited liability company in connection with the reorganization by merging with and into CEOC, LLC (“CEOC LLC”), a wholly-owned subsidiary of CEC, with CEOC LLC as the surviving entity. OpCo operates certain properties and facilities formerly held by CEOC, and PropCo holds certain real property assets and related fixtures formerly held by CEOC and leases those assets to OpCo. OpCo, or CEOC LLC, is CEOC's successor and a wholly-owned operating subsidiary of CEC. PropCo, now known as VICI Properties, Inc. (“VICI Properties”), is a separate entity that is not consolidated by CEC and is owned by certain of CEOC's former creditors.

In order to support distributions under the Plan, the Plan was conditioned upon CEC making significant cash and non-cash contributions to the Debtors' reorganization. The key components of the Plan included:

- Approximately \$925 million (less forbearance fees already paid prior to the Effective Date) in cash to fund Plan distributions, other restructuring transactions contemplated by the Plan, and general corporate purposes, and an additional \$164 million to fund distributions to certain classes of the Debtors' unsecured creditors;
- An approximate \$765 million bank guaranty settlement purchase price for the benefit of CEOC's first lien bank lenders;

- The purchase by CEC of 100% of OpCo's common equity ("New CEOC Common Equity") for \$700 million (with no associated fee), with the cash distributed to creditors in connection with the division of CEOC into OpCo and PropCo;
- The issuance by OpCo of Series A Preferred Equity ("New CEOC Preferred Equity") to certain creditors of the Debtors, which was exchanged for CEC Common Stock, as described below;
- The issuance of approximately 562 million shares of CEC Common Stock to certain creditors of the Debtors valued at \$12.80 per share immediately prior to the Effective Date, representing 59.1% of outstanding CEC Common Stock after giving effect to the Merger and CEC Common Equity Buyback (as described below), in exchange for the New CEOC Preferred Equity and settlement of all claims the Debtors may have against CEC and its affiliates;
- A call right agreement giving PropCo up to five years to purchase the real property and the related fixtures associated with the Harrah's Laughlin and Harrah's Atlantic City properties from Caesars Entertainment Resort Properties, LLP ("CERP") and the Harrah's New Orleans property from Caesars Growth Properties Holdings, LLC ("CGPH"), both wholly-owned subsidiaries of CEC;
- A guarantee of CEOC LLC's monetary obligations under the MLSAs (as described herein);
- The issuance by CEC of approximately \$1.1 billion aggregate principal amount of 5.00% Convertible Senior Notes due 2024 (the "Convertible Notes");
- The repurchase of approximately 146 million shares of CEC Common Stock for approximately \$1.0 billion in cash from certain creditors of the Debtors at a pre-negotiated price of \$6.86 per share (the "CEC Common Equity Buyback"); and
- The extinguishment of all loans and other obligations under the bank guaranty settlement as of the Effective Date, with the current holder thereof receiving CEC Common Stock.

### ***CEOC LLC Acquisition***

On the Effective Date and in accordance with the Plan, CEC completed the acquisition of CEOC LLC for approximately \$2.3 billion using a combination of \$700 million in cash and stock consideration of approximately \$1.6 billion in exchange for all New CEOC Common Equity and New CEOC Preferred Equity, respectively. The acquisition was accounted for under Financial Accounting Standards Board Accounting Standards Codification Topic 805, *Business Combinations*, with CEC considered the acquirer of CEOC LLC, which requires, among other things, that the assets acquired and the liabilities assumed be recognized on the balance sheet at their fair values as of the acquisition date. The excess of the purchase price over the net fair value of the assets and liabilities will be recorded as goodwill.

### **Item 1.01 Entry into a Material Definitive Agreement.**

#### ***Lease Agreements, Golf Course Use Agreement***

On October 6, 2017, (i) CEOC LLC, CEOC and Desert Palace LLC ("Desert Palace"), collectively as tenant, leased (or subleased as applicable) the land and improvements constituting the Caesars Palace Las Vegas property from CPLV Property Owner LLC ("Landlord") pursuant to that certain Lease (CPLV) (the "CPLV Lease"), (ii) CEOC LLC and certain affiliates of CEOC LLC, collectively as tenant, leased certain U.S. properties from certain affiliates of the Landlord (such properties initially comprised of 17 gaming facilities operated in eight states, a racetrack facility in Kentucky, miscellaneous properties in Las Vegas, Nevada and generally all other U.S. real property owned by CEOC as of October 6, 2017,

other than certain golf course properties) pursuant to that certain Lease (Non-CPLV) (the “Non-CPLV Lease”), and (iii) Des Plaines Development Limited Partnership, as tenant, leased the land and improvements constituting the Harrah’s Joliet casino in Joliet, Illinois from Harrah’s Joliet Landco LLC pursuant to that certain Lease (Joliet) (the “Joliet Lease,” and together with the CPLV Lease and the Non-CPLV Lease, the “Lease Agreements”). As used herein, (i) the term “OpCo Tenant” collectively refers to the tenants under the Lease Agreements, (ii) the term “PropCo Landlord” collectively refers to the landlords under the Lease Agreements, and (iii) the term “Facility” refers to each single operating asset/business unit property leased under the Lease Agreements (e.g., Caesars Palace Las Vegas under the CPLV Lease and/or each of the various casinos leased under the Non-CPLV Lease and Joliet Lease).

Subject to certain exceptions, the payment of all monetary obligations of the applicable OpCo Tenant under each Lease Agreement will be guaranteed by CEC under the terms of the corresponding MLSA, as defined and described in further detail below. Each Lease Agreement has a 15-year initial term and four renewal terms of five years each exercisable by OpCo Tenant at its option (subject to there being no events of default by OpCo Tenant under such Lease Agreement).

Each Lease Agreement is structured as a “triple-net” lease, in that OpCo Tenant is responsible for all operating costs associated with the respective Facilities, including the payment of taxes, insurance and all repairs, and providing indemnities to PropCo Landlord against liabilities associated with the operations of each such Facility.

OpCo Tenant is required to make capital expenditures satisfying certain minimum spending requirements as set forth in the Lease Agreements. Material decisions related to the Facilities, such as renovations or other significant projects, will be made by CEC in collaboration with PropCo Landlord’s board and management.

Generally, upon PropCo Landlord’s sale of any Facility leased under the Non-CPLV Lease, the applicable OpCo Tenant will be required to enter into a new lease with the new property owner of such Facility on terms substantially similar to the Non-CPLV Lease, with prorated rent and capital expenditure obligations (and corresponding reductions under the Non-CPLV Lease). However, under the Non-CPLV Lease, PropCo Landlord may sell certain specified parcels of land not associated with (or otherwise not necessary for the operation of) a Facility to third parties without a new lease being entered into (or any reduction of rent or capital expenditure obligations under the applicable Lease Agreement from which such land is being sold).

Generally, direct and indirect changes in control of OpCo Tenant are restricted without the PropCo Landlord’s consent, but transfers of stock on a nationally-recognized exchange are permitted and certain direct and indirect changes in control of CEC are permitted without PropCo Landlord’s consent, provided that the quality and experience of the management of the Facilities must remain consistent with that existing prior to such change in control.

A default under the Non-CPLV Lease or the Joliet Lease will not be a default under the CPLV Lease. However, a default under any Lease Agreement (including the CPLV Lease) will be a default under each of the Non-CPLV Lease and the Joliet Lease.

In the event of certain terminations of any Lease Agreement, the applicable OpCo Tenant may be required to cooperate to transfer all personal property located at the applicable Facility(ies) to a designated successor, for fair market value, and/or to stay in possession of (and continue to operate) the applicable premises for a period not to exceed two years until a successor tenant is determined.

Each Lease Agreement provides for fixed rent (subject to escalation) during an initial term, then rent consisting of both base rent and variable percentage rent elements. The CPLV Lease provides for annual fixed rent of \$165 million for the first seven lease years, subject to escalation beginning in the second lease year equal to the greater of 2% and a consumer price index (the “Escalator”). Beginning in the eighth lease year, the base rent (“CPLV Base Rent”) will initially equal 80% of the preceding year’s rent (and thereafter be increased annually by the Escalator for the remainder of the initial lease term), and percentage rent (“CPLV Percentage Rent”) will begin to be due, calculated as follows: in year eight, a fixed annual amount equal to 20% of the rent of the seventh lease year adjusted upward or downward by the product of 13% and the amount by which the net revenue generated by



the Caesars Palace Las Vegas property in the seventh lease year increased or decreased from the net revenue in the year preceding the initial lease year of the initial term. The CPLV Percentage Rent will then remain unchanged during the ninth and tenth lease years. The CPLV Percentage Rent will be adjusted in year 11 either upward or downward in proportion to the comparison of net revenue in the tenth lease year versus net revenue in the seventh lease year. The CPLV Percentage Rent will then again remain unchanged for the remainder of the initial term. At the commencement of each renewal term, (a) the CPLV Base Rent will initially be adjusted as set forth in the CPLV Lease and thereafter be increased annually by the Escalator, and (b) the CPLV Percentage Rent will be adjusted either upward or downward, in proportion to the comparison of net revenue in the prior year versus net revenue in the year preceding the last time the CPLV Percentage Rent was adjusted, and then again remain unchanged for the remainder of such renewal term. The calculation of net revenue for purposes of determining the CPLV Percentage Rent will be subject to certain adjustments as set forth in the CPLV Lease.

The Non-CPLV Lease and the Joliet Lease provide (in the aggregate) for annual fixed rent of approximately \$473 million for the first seven lease years, subject to escalation beginning in the sixth lease year equal to the Escalator. Beginning in the eighth lease year, the base rent ("Non-CPLV Base Rent") will begin to be due, calculated as follows: the Non-CPLV Base Rent for lease years eight through ten will be equal in year eight to 70% of the total rent for the seventh lease year, then increased annually by the Escalator during years nine and ten. The Non-CPLV Base Rent for lease year 11 will be equal to 80% of the total rent for the tenth lease year, then increased annually by the Escalator for the remainder of the initial term. Also beginning in the eighth lease year, percentage rent ("Non-CPLV Percentage Rent") will begin to be due, calculated as follows: in year eight, a fixed annual amount equal to 30% of the rent of the seventh lease year adjusted upward or downward by the product of 19.5% and the amount by which the net revenue generated by the Non-CPLV Facilities in the seventh lease year increased or decreased from the net revenue in the year preceding the initial lease year of the initial term. The Non-CPLV Percentage Rent will then remain unchanged during the ninth and tenth lease years. In year 11, the Non-CPLV Percentage Rent will be a fixed annual amount equal to 20% of the rent of the tenth lease year adjusted upward or downward by the product of 13% and the amount by which the net revenue generated by the Non-CPLV Facilities in the tenth lease year increased or decreased from the net revenue in the seventh lease year. The Non-CPLV Percentage Rent will then again remain unchanged for the remainder of the initial term. At the commencement of each renewal term, certain Facilities with an insufficient expected useful life may be removed from the Non-CPLV Lease or Joliet Lease and (a) the Non-CPLV Base Rent will initially be adjusted to equal the fair market value of the Non-CPLV Base Rent and thereafter be increased annually by the Escalator, and (b) the Non-CPLV Percentage Rent will be adjusted either upward or downward in proportion to the comparison of net revenue from the prior year versus net revenue from the year preceding the last time the Non-CPLV Percentage Rent was adjusted, and then again remain unchanged for the remainder of such renewal term. Notwithstanding the foregoing, if the remaining term of the Non-CPLV Lease, including any renewal periods, would exceed 80% of the useful life of any Facility subject to the Non-CPLV Lease, the rent allocable to such Facility shall be the fair market rental value of such Facility, subject to certain exceptions. The calculation of net revenue for purposes of determining the Non-CPLV Percentage Rent will be subject to certain adjustments as set forth in the Non-CPLV Lease.

Additionally, concurrently with the execution of the CPLV Lease on October 6, 2017, Desert Palace was granted a royalty-free, perpetual license to use the "Caesars Palace" and "Caesars Palace Las Vegas" brands and marks by Caesars License Company, LLC ("CLC"), which license is exclusive with respect to the use of "Caesars Palace" and "Caesars Palace Las Vegas" in connection with any hotel, casino or other leisure, entertainment or commercial property within 30 miles of the Caesars Palace Las Vegas property (the "CPLV Trademark License").

Concurrently with execution of the Lease Agreements, (1) certain golf course properties (the "Golf Course Properties") were transferred to certain affiliates of PropCo Landlord under the Lease Agreements (the "Golf Course Owners"), and (2) CEOC LLC and Caesars Enterprise Services, LLC ("CES") (each, a "User") and the Golf Course Owners entered into a golf course use agreement (the "Golf Course Use Agreement") pursuant to which the User will pay to the Golf Course Owners (i) an annual payment in the amount of \$10 million subject to escalation in the proportion and at the times that rent (including both Non-CPLV Base Rent and Non-CPLV Percentage Rent) under the Non-CPLV Lease is escalated, (ii) an annual use fee in the amount of \$3 million, subject to escalation beginning in the second lease year equal to the Escalator, and (iii) per-round fees (subject to a requirement that the User pay for a specified minimum number of rounds, regardless of whether the User uses them). The Golf Course Use Agreement will be cross defaulted with the Non-CPLV Lease and will generally be coterminous with the Lease Agreements. The payment of all monetary obligations of the User under the Golf Course Use Agreement will be guaranteed by CEC.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the CPLV Lease, the Non-CPLV Lease, the Joliet Lease, the CPLV Trademark License and the Golf Course Use Agreement, which are filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 hereto, respectively, and incorporated herein by reference.

### ***Management and Lease Support Agreements***

On October 6, 2017, each OpCo Tenant and PropCo Landlord entered into a management and lease support agreement (a “MLSA”) with CEC, a management entity that is wholly-owned by CEC (individually or collectively, “CEC Manager”), and certain other parties in respect of each Lease Agreement. Pursuant to each of the MLSAs, *inter alia*, (1) CEC Manager will manage the applicable Facility(ies) leased by the applicable OpCo Tenant, within certain parameters, with expenses for operating such Facility(ies) to be reimbursed by OpCo Tenant, and subject to other management agreement terms and provisions set forth in the MLSA, and (2) CEC will provide a guarantee in respect of the applicable OpCo Tenant’s monetary obligations under the applicable Lease Agreement (subject, in the case of the Joliet Lease, to certain limitations) and the Golf Course Use Agreement. CEC’s guaranty obligations and CEC Manager’s obligations under each MLSA will terminate (i) if the applicable Lease Agreement is terminated by reason of casualty, condemnation or the natural expiration of the term, (ii) upon the replacement of CEC Manager and CEC in connection with certain foreclosures by OpCo Tenant’s lenders or (iii) otherwise with the applicable OpCo Tenant’s, CEC Manager’s, CEC’s and PropCo Landlord’s consent. If the applicable Lease Agreement is terminated due to an OpCo Tenant Default (as defined in the MLSAs), CEC’s guaranty under the MLSA will cover any amounts due under the Lease Agreement in connection with the termination, including damages for future rent amounts. CEC’s guaranty obligations survive (i) if CEC Manager is terminated for cause (with certain exceptions), (ii) for the duration of any transition period following termination of the MLSA, (iii) in certain circumstances following termination of the applicable Lease Agreement without PropCo Landlord’s consent or (iv) if the applicable Lease Agreement is rejected in bankruptcy and OpCo Tenant’s lender obtains a replacement lease.

Each MLSA provides that, subject to certain customary exceptions, CEC will not sell its assets unless it receives consideration equal to at least fair market value and, in the event of sales to affiliates, such sale will be subject to (i) a right of first refusal in favor of PropCo Landlord, (ii) the approval of a majority of CEC’s independent directors and (iii) receipt of a fairness opinion from an acceptable accounting, appraisal or investment banking firm. The MLSAs limit the ability of CEC to make non-cash distributions unless such distributions would not reasonably be expected to result in CEC’s inability to perform its guaranty obligations. For a period of six years after October 6, 2017, the MLSAs will also restrict the ability of CEC to pay dividends, purchase CEC’s equity interests or engage in similar transactions except CEC may engage in (1) such transactions if (A) CEC’s pro forma market capitalization after such transaction is at least \$5.5 billion, (B) the aggregate amount of such dividends or other transactions does not exceed (x) 25% of the net proceeds, up to a cap of \$25 million in any fiscal year, from the disposition of assets by CEC and its subsidiaries, plus (y) \$100 million in any fiscal year from other sources, or (C) CEC’s pro forma market capitalization after such transaction is at least \$4.5 billion and the aggregate amount of such dividends or other transactions does not exceed \$125 million in any fiscal year and is funded solely by asset sale proceeds or (2) any purchase of CEC’s equity interests so long as the aggregate amount of all such transactions made under this clause (2) does not exceed \$199.5 million.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the MLSAs for the CPLV Lease, the Non-CPLV Lease and the Joliet Lease, which are filed as Exhibits 10.6, 10.7 and 10.8 hereto, respectively, and incorporated herein by reference.

### ***Right of First Refusal Agreement***

On the Effective Date, CEC and VICI Properties L.P., the operating partnership of VICI Properties (“VICI Partnership”), entered into the Right of First Refusal Agreement (the “Right of First Refusal Agreement”), pursuant to which (1) CEC (by and on behalf of itself and all of its majority owned subsidiaries) agreed to, among other things, grant to VICI Partnership (by and on behalf of itself and all of its majority owned subsidiaries) a right of first refusal to purchase (and lease to an affiliate of CEC) certain non-Las Vegas domestic real estate that CEC or its affiliates may have the opportunity to acquire or develop and (2) VICI Partnership agreed to, among other things, grant to CEC a right of first refusal to lease and manage certain non-Las Vegas domestic real estate that VICI Partnership may have the opportunity to acquire or develop.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Right of First Refusal Agreement, which is filed as Exhibit 10.9 hereto and incorporated herein by reference.

### ***Tax Matters Agreement***

On the Effective Date, CEC and CEOC LLC entered into a tax matters agreement (the “Tax Matters Agreement”) with VICI Properties, VICI Partnership and CPLV Property Owner LLC, addressing matters relating to the payment of taxes and entitlement to tax refunds by CEC, CEOC LLC, VICI Partnership and VICI Properties, and allocating certain liabilities, including providing for certain covenants and indemnities, relating to the payment of such taxes, receipt of such refunds, and preparation of tax returns relating thereto. Under the Tax Matters Agreement, CEC will indemnify VICI Properties for any taxes allocated to CEOC LLC which VICI Properties is required to pay pursuant to its tax returns and VICI Properties will indemnify CEC for any taxes allocated to VICI Properties which CEC or CEOC LLC is required to pay pursuant to a CEC or CEOC tax return. VICI Properties will have the right to participate in the contest of any matters relating to any CEC or CEOC LLC tax return that relate to matters for which VICI Properties has indemnification responsibilities, and CEC will have the right to participate in the contest of any matters relating to any VICI Properties tax return that relate to matters for which CEC has indemnification responsibilities.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Tax Matters Agreement, which is filed as Exhibit 10.10 hereto and incorporated herein by reference.

### ***Convertible Notes Indenture***

On the Effective Date, CEC issued \$1,119,060,000 aggregate principal amount of the Convertible Notes to the Debtors, and the Debtors distributed the Convertible Notes pursuant to the terms of the Plan to the holders of non-first lien claims. The Convertible Notes were issued pursuant to the Indenture, dated as of October 6, 2017 (the “CEC Indenture”), between CEC and Delaware Trust Company, as trustee.

The Convertible Notes accrue interest at 5.00% per annum and mature in 2024. The Convertible Notes are convertible at the option of holders into a number of shares of CEC Common Stock that is initially equal to 0.138998325 shares of CEC Common Stock per \$1.00 of Convertible Notes. Such shares, if issued at the effective time of the Merger would have represented approximately 17.9% of the shares of CEC Common Stock outstanding at the effective time on a fully diluted basis. The Convertible Notes are subject to conversion at the option of CEC following the third anniversary of the issuance of the Convertible Notes if the last reported sale price of CEC Common Stock equals or exceeds 140% of the conversion price for the Convertible Notes in effect on each of at least 20 trading days during any 30 consecutive trading day period. CEC does not have any other redemption rights.

If CEC undergoes a Fundamental Change (as defined in the CEC Indenture), holders may require CEC to purchase for cash all or part of their Convertible Notes at a purchase price equal to 100% of the principal amount of the Convertible Notes to be purchased, plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change purchase date. In addition, if certain make-whole fundamental changes occur, CEC will, in certain circumstances, increase the conversion rate for any Convertible Notes converted in connection with such make-whole fundamental change.

The Convertible Notes are senior unsecured obligations of CEC and rank equally and ratably in right of payment with all existing and future senior unsecured obligations and senior to all future subordinated indebtedness. The Convertible Notes are not guaranteed.

The CEC Indenture contains covenants that limit CEC's and its restricted subsidiaries' ability to, among other things: (1) incur additional debt or issue certain stock; (2) pay dividends on or make other distributions in respect of its capital stock or make other restricted payments, including certain investments; (3) put any restriction on the ability of restricted subsidiaries to pay dividends, make loans or sell assets to CEC or its restricted subsidiaries; (4) sell certain assets; (5) create liens on certain assets to secure debt; (6) consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; and (7) enter into certain transactions with their affiliates. These covenants are subject to a number of important limitations and exceptions outlined in the CEC Indenture. The CEC Indenture also provides for events of default, which, if any of them occurs, would permit or require the principal, premium, if any, interest and any other monetary obligations on all of the then outstanding Convertible Notes to be due and payable immediately.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the CEC Indenture, which is filed as Exhibit 4.1 hereto and incorporated herein by reference.

## ***CEOC Credit Agreement***

### *Overview*

On October 6, 2017, CEOC and CEOC LLC borrowed \$1,235 million of term loans (the "Term Loan") pursuant to a Credit Agreement among CEOC and CEOC LLC as the borrowers thereunder, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent (the "Administrative Agent"), and collateral agent, Credit Suisse Securities (USA) LLC and Deutsche Bank Securities Inc., as Joint Lead Arrangers, and Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and UBS Securities LLC, as Joint Bookrunners (the "Credit Agreement"). The Credit Agreement also provides for a \$200 million revolving credit facility (the "Revolving Credit Facility"). Immediately follow the emergence of CEOC from bankruptcy (the "Emergence"), CEOC merged with and into CEOC LLC, with CEOC LLC as the surviving entity of such merger and remaining as the sole borrower under the Credit Agreement (the "Borrower").

The Term Loan matures in 2024 and the Revolving Credit Facility matures in 2022 and includes a letter of credit sub-facility. The Term Loan requires scheduled quarterly payments in amounts equal to 0.25% of the original aggregate principal amount of the Term Loan, with the balance due at maturity. As of the Effective Date, no borrowings were outstanding under the Revolving Credit Facility and approximately \$49.6 million were committed to outstanding letters of credit.

The Credit Agreement allows the Borrower to request one or more incremental term loan facilities and/or increase its commitments under the Revolving Credit Facility in an aggregate amount of up to the sum of (x) the greater of (1) \$350 million and 0.85 times EBITDA (as defined in the Credit Agreement) plus (y) the amount of certain voluntary prepayments plus (z) such additional amount so long as, (i) in the case of loans under additional credit facilities that rank pari passu with the liens on the collateral securing the Credit Agreement, the Borrower's senior secured leverage ratio on a pro forma basis would not exceed 2.50 to 1.00, (ii) in the case of loans under additional credit facilities that rank junior to the liens on the collateral securing the Credit Agreement, the Borrower's total secured leverage ratio on a pro forma basis would not exceed 2.75 to 1.00 and (iii) in the case of loans under additional credit facilities that are unsecured, the Borrower's interest coverage ratio on a pro forma basis would not be less than 2.00 to 1.00, in each case, subject to certain conditions and receipt of commitments by existing or additional financial institutions or institutional lenders.

All future borrowings under the Credit Agreement are subject to the satisfaction of customary conditions, including the absence of a default and the accuracy of representations and warranties, subject to certain exceptions.

### *Interest and Fees*

Borrowings under the Credit Agreement bear interest at a rate equal to, at the Borrower's option, either (a) LIBOR determined by reference to the costs of funds for Eurodollar deposits for the interest period relevant to such borrowing, adjusted for certain additional costs, subject to a floor of 0% or (b) a base rate determined by reference to the highest of (i) the federal funds rate plus 0.50%, (ii) the prime rate as determined by the Administrative Agent and (iii) the one-month adjusted LIBOR rate plus 1.00%, in each case plus an applicable margin.

Such applicable margin shall be (a) with respect to the Term Loan, 2.50% per annum in the case of any LIBOR loan or 1.50% per annum in the case of any base rate loan and (b) in the case of the Revolving Credit Facility, 2.00% per annum in the case of any LIBOR loan and 1.00% per annum in the case of any base rate loan, subject in the case of the Revolving Credit Facility to two 0.125% step downs based on the Borrower's senior secured leverage ratio.

In addition, on a quarterly basis, the Borrower is required to pay each lender under the Revolving Credit Facility a commitment fee in respect of any commitments under the Revolving Credit Facility in the amount of 0.50% of the principal amount of the commitments of such lender, subject to a stepdowns to 0.375% and 0.25% based upon the Borrower's senior secured leverage ratio. The Borrower is also required to pay customary agency fees as well as letter of credit participation fees computed at a rate per annum equal to the applicable margin for LIBOR borrowings on the dollar equivalent of the daily stated amount of outstanding letters of credit, plus such letter of credit issuer's customary documentary and processing fees and charges and a fronting fee in an amount equal to 0.125% of the daily stated amount of such letter of credit.

#### *Mandatory and Voluntary Prepayments*

The Credit Agreement requires the Borrower to prepay outstanding term loans, subject to certain exceptions, with:

- 50% (which percentage will be reduced to 25% if the senior secured leverage ratio is greater than 1.00 to 1.00 but less than or equal to 1.75 to 1.00, and to 0% if the Borrower's senior secured leverage ratio is less than or equal to 1.00 to 1.00) of the Borrower's annual excess cash flow (as defined in the Credit Agreement) to the extent such amount exceeds \$5.0 million;
- 100% (which percentage will be reduced to 50% if the senior secured leverage ratio is greater than 1.00 to 1.00 but less than or equal to 1.75 to 1.00, and to 0% if the Borrower's senior secured leverage ratio is less than or equal to 1.00 to 1.00) of the net cash proceeds of certain non-ordinary course asset sales or certain casualty events, in each case subject to certain exceptions and provided that the Borrower may (a) reinvest within 12 months or (b) contractually commit to reinvest those proceeds within 12 months and so reinvest such proceeds within 6 months following the end of such 12 month period, to be used in its business, or certain other permitted investments; and
- 100% of the net cash proceeds of any issuance or incurrence of debt, other than proceeds from debt permitted under the Credit Agreement.

#### *Collateral and Guarantors*

The borrowings under the Credit Agreement will be guaranteed by the material, domestic wholly-owned subsidiaries of the Borrower (subject to exceptions), and will be secured by a pledge (and, with respect to real property, mortgage) of substantially all of the existing and future property and assets of the Borrower and the guarantors (subject to exceptions), including a pledge of the capital stock of the domestic subsidiaries held by the Borrower and the guarantors and 65% of the capital stock of the first-tier foreign subsidiaries held by the Borrower and the guarantors, in each case subject to exceptions.

The Revolving Credit Facility includes a maximum first-priority net senior secured leverage ratio financial covenant which is applicable solely to the extent that the testing condition (which is defined in the Credit Agreement as 30% utilization of the Revolving Credit Facility (excluding certain letters of credit)) is satisfied and excluding any period in which a covenant suspension period (as defined in the Credit Agreement) is occurring. In addition, for purposes of determining compliance with such financial maintenance covenant for any fiscal quarter, the Borrower may exercise an equity cure by issuing certain permitted securities for cash or otherwise receiving cash contributions to the capital of the Borrower or any of its direct or indirect parents that will, upon the receipt by the Borrower of such cash, be included in the calculation of EBITDA on a pro forma basis. The equity cure right may not be exercised in more than two fiscal quarters during any period of four consecutive fiscal quarters or more than five fiscal quarters during the term of the Revolving Credit Facility. Under the Credit Agreement, the Borrower may also be required to meet specified leverage ratios or interest coverage ratios in order to take certain actions, such as incurring certain debt or making certain acquisitions. In addition, the Credit Agreement includes negative covenants, subject to certain exceptions, restricting or limiting the Borrower's ability and the ability of its restricted subsidiaries to, among other things: (i) make non-ordinary course dispositions of assets; (ii) make certain mergers and acquisitions; (iii) complete dividends and stock repurchases and optional redemptions (and optional prepayments) of subordinated debt; (iv) incur indebtedness; (v) make certain loans and investments; (vi) create liens; (vii) transact with affiliates; (viii) change the business of the Borrower and its restricted subsidiaries; (ix) enter into sale/leaseback transactions; (x) allow limitations on negative pledges and the ability of restricted subsidiaries to pay dividends or make distributions; (xi) change the fiscal year and (xii) modify subordinated debt documents.

This foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement, which is attached hereto as Exhibit 10.11 and incorporated herein by reference.

***Second Amended and Restated Omnibus License and Enterprise Services Agreement***

In 2014, CEOC, CGPH and CERP (collectively, the "Members" and each, a "Member"), CLC, Caesars World LLC (formerly Caesars World, Inc.) ("Caesars World") and CES entered into the Omnibus License and Enterprise Services Agreement (as further amended and restated or otherwise modified from time to time, the "Omnibus Agreement"), pursuant to which certain intellectual property licenses were granted to the Members and certain of their affiliates in connection with the establishment of CES. CES was funded in 2014 through initial contributions by two of the Members, including cash contributions by CERP of \$42.5 million and CGPH of \$22.5 million. Certain executives and employees of the Members were transitioned to CES and their services were available to the Members and certain of their affiliates as part of CES's services under the Omnibus Agreement.

In connection with the Emergence, the Omnibus Agreement has been amended and modified and, as a result of such amendments, the Omnibus Agreement: (i) reflects the ownership of system-wide intellectual property by CES and its subsidiary, CLC, and ownership of property-specific intellectual property by each of CEOC LLC, CGPH and CERP and their respective subsidiaries; (ii) provides for the licensing of system-wide intellectual property to each of CEOC LLC, CGPH and CERP and their respective subsidiaries in connection with properties that they own, operate or manage, for so long as any such property is the subject of a property management agreement with an affiliate of CEC; (iii) provides for the licensing of property-specific intellectual property from each of CEOC LLC, CGPH and CERP and their respective subsidiaries to CES for use in connection with system-wide services and the performance of services by CES; (iv) provides for the licensing of certain CERP-specific intellectual property for use in connection with CERP properties; (v) provides for the perpetual licensing of the Bally's and Harrah's trademarks in connection with Bally's Las Vegas and Harrah's New Orleans; (vi) provides for the perpetual licensing of certain system-wide intellectual property that is used primarily at CGPH managed properties; and (vii) provides for the licensing of the "Caesars" trademark as part of the corporate name of each of CEOC LLC, CGPH and CERP and their respective subsidiaries. The Omnibus Agreement further provides for the provision of centralized services provided by CES.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Omnibus Agreement, which is filed as Exhibit 10.12 hereto and incorporated herein by reference.

## ***Contribution Agreement***

On the Effective Date, CEC and Hamlet Holdings LLC (“Hamlet Holdings”), the members of which are comprised of three individuals affiliated with affiliates of Apollo Global Management, LLC (“Apollo”) and two individuals affiliated with affiliates of TPG Global, LLC (“TPG” and, together with Apollo, the “Sponsors”), entered into a contribution agreement (the “Contribution Agreement”). Pursuant to the Contribution Agreement, Hamlet Holdings agreed to, among other things, contribute, assign, transfer and deliver to CEC 87,605,299 shares of CEC Common Stock beneficially owned by Hamlet Holdings, representing all of the shares of CEC Common Stock beneficially owned by Hamlet Holdings before giving effect to the Merger. CEC agreed to cancel and retire such shares within five business days of receipt. As described under Item 5.01 below, Hamlet Holdings controlled CEC prior to the Merger. Immediately after the effective time of the Merger, Hamlet Holdings beneficially owned approximately 20.8% of CEC Common Stock as a result of its former interest in CAC. In addition, the Contribution Agreement provides for the termination on the Effective Date of the Stockholders’ Agreement, as further described under Item 1.02 below.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Contribution Agreement, which is filed as Exhibit 10.13 hereto and incorporated herein by reference.

## ***Registration Rights Agreement***

On October 21, 2013, CAC, Caesars Growth Partners, LLC (“Growth Partners”), the Sponsors and their co-investors and the other parties thereto entered into a registration rights agreement (the “Registration Rights Agreement”) governing demand and shelf registration rights with respect to CAC Class B common stock and CAC Class A common stock held by the parties.

As a result of the Merger, the Sponsors’ demand and shelf registration rights under the Registration Rights Agreement will apply to the CEC Common Stock received in exchange for their CAC Common Stock in the Merger, and CEC will assume CAC’s obligations under the Registration Rights Agreement. In addition, to the extent that CEC Common Stock held by the Sponsors and their co-investors is deemed control and/or restricted securities, the Sponsors and their co-investors will also have the right to have all of their CEC Common Stock registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to their demand and shelf registration rights.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is filed as Exhibit 10.14 hereto and incorporated herein by reference.

## **Item 1.02 Termination of a Material Definitive Agreement.**

### ***Termination Agreement***

Prior to the closing of the Merger on the Effective Date, CEC, CAC, Hamlet Holdings, TPG Capital Management, L.P., TPG V Hamlet AIV, L.P., Apollo Management VI, L.P. (“Apollo Management”), Apollo Alternative Assets, L.P. (“Apollo Alternative”), and Apollo Hamlet Holdings, LLC, Apollo Hamlet Holdings B, LLC, TPG Hamlet Holdings, LLC, TPG Hamlet Holdings B, LLC, Co-Invest Hamlet Holdings, Series LLC, and Co-Invest Hamlet Holdings B, LLC (collectively, the “Sponsor Holders”) and, solely for certain limited purposes, Gary Loveman entered into a Termination Agreement, pursuant to which certain agreements terminated. Among the agreements that terminated were the following:

#### *Termination of the Services Agreement*

Services Agreement, dated as of January 28, 2008, by and among CEC (f/k/a Harrah’s Entertainment, Inc.), Apollo Management, Apollo Alternative and TPG Capital, L.P. (the “Services Agreement”), relating to the provision of certain financial and strategic advisory services and consulting services. Under the Services Agreement, CEC paid for expenses incurred related to these management services. CEC historically paid a monitoring fee for management services of \$7.5 million each quarter, however, the Sponsors granted waivers for the monitoring fees in recent years. Also, under the Services Agreement, Apollo Management and TPG Capital, L.P. had the right to act, in return for additional fees based on a percentage of the gross transaction value, as CEC’s financial advisor or investment banker for any merger, acquisition, disposition, financing or similar transaction if CEC decided it needed to engage someone to fill such a role. The Services Agreement included customary exculpation and indemnification provisions in favor of Apollo Management and TPG Capital, L.P. and their affiliates.

#### *Termination of the Stockholders' Agreement*

Stockholders' Agreement, dated as of January 28, 2008, by and among the Sponsor Holders, Hamlet Holdings and CEC (f/k/a Harrah's Entertainment, Inc.), and, solely with respect to certain sections therein, Apollo Investment Fund VI, L.P. and TPG V Hamlet AIV, L.P., as amended (the "Stockholders' Agreement"). The Stockholders' Agreement contained agreements among the parties with respect to certain governance matters, including the election of the directors of CEC, restrictions on the issuance or transfer of shares (including tag-along and drag-along rights), registration rights with respect to the equity securities of CEC in the event of a future registered public offering of equity securities of CEC and certain customary indemnification and contribution provisions.

#### *Termination of the Amended and Restated Management Investors Rights Agreement*

Amended and Restated Management Investors Rights Agreement, dated November 22, 2010, by and among CEC (f/k/a Harrah's Entertainment, Inc.), Apollo Hamlet Holdings, LLC, Apollo Hamlet Holdings B, LLC, TPG Hamlet Holdings, LLC, TPG Hamlet Holdings B, LLC, Hamlet Holdings and the stockholders party thereto, as amended (the "MIRA"). The MIRA governed certain aspects of CEC's relationship with its management stockholders. Among other things, the MIRA (1) restricted the ability of management stockholders to transfer shares of CEC Common Stock, with certain exceptions, prior to a qualified public offering; (2) allowed the Sponsors to require management stockholders to participate in sale transactions in which the Sponsors sold more than 40% of their shares of CEC Common Stock; (3) allowed management stockholders to participate in registered offerings in which the Sponsors sold shares of CEC Common Stock, subject to certain exceptions; (4) allowed management stockholders below the level of senior vice president to require CEC to repurchase shares of CEC Common Stock in the event that such management stockholder experienced an economic hardship prior to an initial public offering, subject to annual limits on CEC's repurchase obligations; (5) allowed management stockholders to require CEC to repurchase shares of CEC Common Stock upon termination of employment without cause or for good reason; and (6) allowed CEC to repurchase, subject to applicable laws, all or any portion of CEC Common Stock held by management stockholders upon the termination of their employment with CEC or its subsidiaries, in certain circumstances.

#### *Termination of the Omnibus Voting Agreement*

Omnibus Voting Agreement, dated as of October 21, 2013, entered into by and among the Sponsor Holders, Hamlet Holdings, CEC and CAC, pursuant to which Hamlet Holdings agreed to vote all of its shares of CAC Common Stock and CEC Common Stock necessary to facilitate CEC's exercise of its call right to acquire the voting units of membership interest in Growth Partners not otherwise owned by CEC in accordance with the organizational documents of CAC and the operating agreement of Growth Partners and whereby the parties agreed to, among other things, restrict their ability to transfer stock of CAC, as well as rights of first refusal, tag-along rights and drag-along rights.

#### *Termination of the Voting Agreement*

Voting Agreement, dated as of July 9, 2016 (the "Voting Agreement"), entered into by and between CEC and Hamlet Holdings and, with respect to certain provisions of the Voting Agreement, Apollo Hamlet Holdings, LLC, Apollo Hamlet Holdings B, LLC, TPG Hamlet Holdings, LLC, TPG Hamlet Holdings B, LLC, Co-Invest Hamlet Holdings, Series LLC and Co-Invest Hamlet Holdings B, LLC, pursuant to which Hamlet Holdings agreed to, among other things, (1) cause all of the shares of CAC Common Stock which Hamlet Holdings had the sole voting and sole dispositive power with respect to, pursuant to an irrevocable proxy, made and granted by certain investors, (the "Subject Shares") to be counted as present for purposes of calculating a quorum at any meeting of stockholders of CAC, or any adjournment or postponement thereof, (2) vote the Subject Shares in favor of (x) the adoption of the plan of merger contained in the Merger Agreement and (y) any other action, proposal, transaction or agreement that would reasonably be expected to facilitate the consummation of the Merger, subject to certain conditions, and (3) vote the Subject Shares against (x) any Acquisition Proposal (as defined in the Merger Agreement) or any action that would reasonably be expected to impede, delay, discourage or adversely affect the timely consummation of the Merger and (y) any action to change the voting rights of any class of shares of CAC, amend the organizational documents of CAC or amend the capital structure of CAC. In addition, Hamlet Holdings agreed to support, and cause its Members (as defined in the Voting Agreement) to support, the Emergence and to not, and to cause its Members to not, transfer, or agree to transfer, any Subject Shares, subject to certain exceptions.



## ***Services Termination Agreement***

In addition, prior to the closing of the Merger on the Effective Date, CAC, CEOC, Caesars Interactive Entertainment, LLC (“CIE”), HIE Holdings, Inc. (“HIE Holdings”), Growth Partners and CES entered into a Termination Agreement (the “Services Termination Agreement”), pursuant to which the following agreements terminated, effective upon the consummation of the Plan:

### ***Termination of the CIE Shared Services Agreement***

Shared Services Agreement, dated as of May 1, 2009 (the “CIE Shared Services Agreement”), entered into by and between CIE, CEC and HIE Holdings, pursuant to which CEOC agreed to provide certain services to CIE. The CIE Shared Services Agreement, among other things (1) contemplated that CEOC would provide certain services related to accounting, risk management, tax, finance, recordkeeping, financial statement preparation and audit support, legal, treasury functions, regulatory compliance, information systems, office space and corporate and other centralized services; (2) allowed the parties to modify the terms and conditions of CEC’s performance of any of the services and to request additional services from time to time; and (3) provided for the payment of a service fee to CEC in exchange for the provision of services in an amount equal to the fully allocated cost of such services plus 10%.

### ***Termination of the CGP Management Services Agreement***

Management Services Agreement, dated as of October 21, 2013 (the “CGP Management Services Agreement”), entered into by and between CAC, Growth Partners and CEOC, pursuant to which CEOC and its subsidiaries agreed to provide certain services to CAC, Growth Partners and any other of its subsidiaries. The CGP Management Services Agreement, among other things (1) contemplated that CEOC and its subsidiaries would provide certain corporate services, back-office support, and advisory and business management services; (2) allowed the parties to modify the terms and conditions of the performance of any of the services and to request additional services from time to time; and (3) provided for the payment of a service fee by CAC and/or Growth Partners in exchange for the provision of services.

The Services Termination Agreement also provides that notwithstanding the termination of the CIE Shared Services Agreement and the CGP Management Services Agreement, CIE and Growth Partners will continue receiving from CES services similar to those provided by CES under the CIE Shared Services Agreement and the CGP Management Services Agreement as set forth and in accordance with the Omnibus Agreement.

## **Item 2.01 Completion of Acquisition or Disposition of Assets.**

The information set forth under the Introductory Note and Item 5.01, “Changes in Control of Registrant,” is incorporated herein by reference.

In addition and as a result of the Merger, each CAC Stock Option (as defined in the Merger Agreement) that was outstanding immediately prior to the effective time of the Merger was converted into an option to purchase a number of shares of CEC Common Stock equal to the product (rounded down to the nearest whole share) of (i) the number of shares of CAC Common Stock subject to such CAC Stock Option and (ii) the Exchange Ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to (x) the exercise price of such CAC Stock Option divided by (y) the Exchange Ratio. Also as a result of the Merger, each CAC Award (as defined in the Merger Agreement) that was outstanding immediately prior to the effective time of the Merger was converted into the right to receive shares (or share equivalents, as the case may be) in CEC Common Stock, which, in the case of CAC Awards denominated in shares shall be in an amount equal to the product (rounded down to the nearest whole share) of (i) the number of shares of CAC Common Stock subject to such CAC Award and (ii) the Exchange Ratio.

The issuance of CEC Common Stock in connection with the Merger, as described above, was registered under the Securities Act pursuant to the Company's registration statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") on March 13, 2017, as amended by Amendment No. 1 to such registration statement on Form S-4 filed with the Commission on June 5, 2017 and Amendment No. 2 to such registration statement on Form S-4 filed with the Commission on June 20, 2017 (as amended, the "Registration Statement").

**Item 2.03                      Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Agreement of a Registrant.**

The information set forth under Item 1.01, "Entry into a Material Definitive Agreement," with respect to the Lease Agreements, the MLSAs, the Golf Course Use Agreement, the CEC Indenture and the CEOC Credit Agreement is incorporated herein by reference.

***CGPH First Lien Credit Agreement***

On May 8, 2014, CGPH closed on \$1.175 billion of term loans (the "CGPH Term Loan") pursuant to a First Lien Credit Agreement among Caesars Growth Properties Parent, LLC ("Parent"), CGPH, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (the "CGPH Administrative Agent"), and Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., UBS Securities LLC, J.P Morgan Securities LLC, Morgan Stanley & Co. LLC, Macquarie Capital (USA) Inc. and Nomura Securities International, Inc., as Co-Lead Arrangers and Bookrunners (the "CGPH Credit Agreement"). The CGPH Credit Agreement also provides for a \$150 million revolving credit agreement (the "CGPH Revolving Credit Facility"). On April 27, 2017, CGPH entered into an incremental assumption agreement and amendment (the "CGPH Credit Agreement Amendment"), which amends the CGPH Credit Agreement and provides for, among other things, (i) an increase in the CGPH Term Loan by \$175 million to approximately \$1.3 billion and (ii) a reduction in the interest rate margins applicable to the CGPH Term Loan and the CGPH Revolving Credit Facility. On June 20, 2017, the proceeds of the increase in CGPH's Term Loan were applied to repay the previously disclosed Cromwell Credit Facility, which was used to fund renovations to The Cromwell, a boutique "lifestyle" hotel and casino indirectly owned by CGPH.

CGPH is an indirect wholly-owned subsidiary of Growth Partners, which was a joint venture between CAC and CEC and, as a result of the Merger, is now a wholly-owned subsidiary of CEC. As of the Effective Date, \$1.3 billion was outstanding under the CGPH Term Loan, no borrowings were outstanding under the CGPH Revolving Credit Facility and no amounts were committed to outstanding letters of credit.

The information set forth under Item 8.01, "Other Events—Overview" and "Other Events—Credit Agreement" in CEC's Current Report on Form 8-K dated May 9, 2014 regarding the CGPH Credit Agreement, as amended by the foregoing information, is incorporated herein by reference.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the CGPH Credit Agreement and the CGPH Credit Agreement Amendment, which are attached hereto as Exhibits 10.15 and 10.16, respectively, and incorporated herein by reference.

***CGPH Second-Priority Senior Secured Notes***

On April 17, 2014, CGPH and Caesars Growth Properties Finance, Inc. ("CGPF Inc." and, together with CGPH, the "Issuers") completed the offering of \$675 million aggregate principal amount of their 9.375% second-priority senior secured notes due 2022 (the "CGPH Notes"). The CGPH Notes, which mature on May 1, 2022, were issued pursuant to an indenture dated as of April 17, 2014 (the "CGPH Indenture"), among the Issuers and U.S. Bank National Association, as trustee.

The Issuers are subsidiaries of Growth Partners, which was a joint venture between CAC and CEC and, as a result of the Merger, is now a wholly-owned subsidiary of CEC.

The information set forth under Item 1.01, “Entry into a Material Definitive Agreement— Indenture and 9.375% Second-Priority Senior Secured Notes due 2022” in CEC’s Current Report on Form 8-K dated April 17, 2014 regarding the CGPH Notes, as amended by the foregoing information, is incorporated herein by reference.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the CGPH Indenture, which is attached hereto as Exhibit 4.2 and incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth under the Introductory Note with respect to the issuance of CEC Common Stock to certain creditors of the Debtors (the “Creditor Shares”) and Item 1.01, “Entry into a Material Definitive Agreement,” with respect to the Convertible Notes is incorporated herein by reference.

Pursuant to the Plan, Creditor Shares were issued to certain creditors of the Debtors as described in the Introductory Note and the Creditor Shares and the Convertible Notes were issued to the holders of non-first lien claims as partial satisfaction of their claims. The Convertible Notes were issued under Section 1145 of the Bankruptcy Code, which generally exempts the offer and sale of securities under a plan of reorganization from registration under Section 5 of the Securities Act and state laws if certain requirements are satisfied. As a result, the Creditor Shares and the Convertible Notes issued as described above generally may be resold without registration under the Securities Act, unless the seller is an “underwriter” with respect to those securities as defined by Section 1145(b)(1) of the Bankruptcy Code.

**Item 5.01 Changes in Control of Registrant.**

The information set forth under the Introductory Note is incorporated herein by reference.

As of June 13, 2017, Hamlet Holdings, the members of which are comprised of individuals affiliated with the Sponsors, beneficially owned approximately 58.8% of CEC Common Stock. As part of the Plan, affiliates of the Sponsors contributed shares of CEC Common Stock that they owned prior to the Merger to CEC pursuant to the Contribution Agreement and, accordingly, did not have any interests in CEC as of the effective time of the Merger other than beneficial ownership of approximately 20.8% of CEC Common Stock as a result of their former interest in CAC. Consequently, affiliates of the Sponsors no longer control CEC.

After the effective time of the Merger, former CAC public stockholders owned approximately 11.3% of CEC Common Stock, stockholders of CEC immediately prior to the effective time of the Merger owned approximately 8.7% of CEC Common Stock, affiliates of the Sponsors owned approximately 20.8% of CEC Common Stock and former creditors of CEOC owned approximately 59.2% of CEC Common Stock.

The information set forth under Item 5.02, “Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers—CEC Directors” is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

***CEC Directors***

Pursuant to the terms of the Merger Agreement and the Plan and effective as of the effective time of the Merger, Messrs. Gary W. Loveman, Jeffrey Benjamin, David Bonderman, Fred J. Kleisner, Eric Press, Marc Rowan and Bernard L. Zuroff resigned from the board of directors of CEC (the “Board”) and will not continue as directors of CEC.

Effective as of the effective time of the Merger and in accordance with the terms of the Plan: (i) the Chief Executive Officer of CEC was appointed as a member of the Board; (ii) four members of the Board were appointed by CEC and CAC, of which each of the special committee of the CAC board of directors (the “CAC Special Committee”) and the strategic alternatives committee of the Board (the “CEC Strategic Alternatives Committee”) appointed one of such four directors (subject to the consent of the Official Committee of the Second Priority Noteholders appointed in connection with the Plan (the “Second Lien Committee”)); (iii) three members of the Board were appointed by the Second Lien Committee; (iv) two members of the Board were appointed by the holders of greater than two-thirds of the claims in respect of CEOC’s first lien notes (the “Consenting First Lien Noteholders”); and (v) one member of the Board was mutually appointed by the holders of greater than two-thirds of the claims in respect of CEOC’s first lien bank debt and of the subsidiary-guaranteed notes (together, the “Consenting Bank/SGN Creditors”), in consultation with the committee representing the unsecured creditors appointed in connection with the Plan.

Accordingly, the following persons were appointed to the Board for the director classes and terms listed in the chart below:

Name	Designating Party	Director Class	Term Expiring at the Annual Meeting of Stockholders in
Mark Frissora	N/A	I	2018
James Hunt*	Second Lien Committee	I	2018
John Dionne	Consenting First Lien Noteholders	I	2018
Richard Schifter	CEC/CAC	I	2018
Thomas Benninger	Second Lien Committee	II	2019
Matthew Ferko	Consenting Bank/SGN Creditors	II	2019
Marilyn Spiegel	Consenting First Lien Noteholders	II	2019
Christopher Williams	CEC Strategic Alternatives Committee	II	2019
John Boushy	Second Lien Committee	III	2020
Don Kornstein	CAC Special Committee	III	2020
David Sambur	CEC/CAC	III	2020

\* Chairman of the Board

To effectuate the foregoing classification of the Board in accordance with the terms of the Plan, Messrs. Frissora, Schifter and Williams resigned from the Board for a moment in time as of the effective time of the Merger and were immediately re-appointed to the Board in the appropriate class.

Effective as of the effective time of the Merger, the members of the Audit Committee of the Board constituted John Dionne (chair), Thomas Benninger and Matthew Ferko, the members of the Human Resources Committee of the Board constituted David Sambur (chair), Marilyn Spiegel and Christopher Williams, the members of the Nominating and Corporate Governance Committee of the Board constituted Richard Schifter (chair), John Boushy and Matthew Ferko, and the members of the newly-formed Strategy and Finance Committee of the Board constituted Don Kornstein (chair), Thomas Benninger and David Sambur.

The director biographies included in the CEC press release attached hereto as Exhibit 99.2 are incorporated herein by reference.

#### ***CEC Equity Award Amendments***

Pursuant to the Merger Agreement and effective as of the effective time of the Merger, CEC amended each outstanding, unvested and unexercised option to purchase CEC Common Stock (each, a “CEC Stock Option”) granted under the Caesars Entertainment Corporation 2012 Performance Incentive Plan (the “CEC 2012 Plan”) to employees and directors to provide that it shall become vested and exercisable (at target performance levels, if applicable) upon the optionee’s termination of service without “Cause” (as defined in the CEC 2012 Plan) by CEC

or any of its subsidiaries or for Good Reason (as defined in the Merger Agreement), in either case within six months following the Effective Date. Further, pursuant to the Merger Agreement and effective as of the effective time of the Merger, CEC amended each outstanding and unvested right of any kind to receive shares or share equivalents of CEC Common Stock granted under the CEC 2012 Plan (other than any CEC Stock Option) to employees and directors to provide that it shall become vested and exercisable (at target performance levels, if applicable) upon the awardee's termination of service without Cause by CEC or any of its subsidiaries or for Good Reason, in either case within six months following the Effective Date (collectively, the "Equity Award Amendments").

For purposes of the Equity Award Amendments, the members of the Board immediately prior to (or who resigned immediately prior to) the effective time of the Merger who did not continue as members of the Board following the effective time, plus Christopher Williams, were deemed to have had their service terminated without Cause within six months following the Effective Date.

#### ***Amendment to Employment Agreement***

On the Effective Date, CES entered into a letter agreement (the "Amendment") with Timothy R. Donovan, Executive Vice President, General Counsel and Chief Regulatory & Compliance Officer of CEC. The Amendment modifies Mr. Donovan's existing employment agreement (the "Employment Agreement") in the event of a Qualifying Termination, which includes Mr. Donovan's (i) resignation on or after December 1, 2017 or (ii) termination without Cause (as defined in the Employment Agreement) on or prior to December 31, 2017, provided that a voluntary resignation after December 31, 2017 is not a "Qualifying Termination." The material terms of the Amendment are set forth below.

Upon a Qualifying Termination and in addition to any rights and obligations under the Employment Agreement, Mr. Donovan will be entitled to, among other things, (1) a severance payment equal to 1.5 times his base salary; (2) a pro rata bonus for calendar year 2017; (3) the immediate vesting of all of his outstanding awards under long-term incentive plans, subject to certain conditions; and (4) a \$1 million bonus for his efforts in securing the gaming regulatory approval of the Plan granted to CEO, subject to certain conditions. Upon a Qualifying Termination, the Amendment also provides that Mr. Donovan will be subject to an 18-month non-compete period and will enter into a one-year consulting agreement with CES under which he will receive an annualized fee of \$500,000.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.17 hereto and incorporated herein by reference.

#### ***Assumption of Caesars Acquisition Company 2014 Performance Incentive Plan***

Pursuant to the Merger Agreement, CEC assumed the Caesars Acquisition Company 2014 Performance Incentive Plan (the "CAC Plan") and all CAC Stock Options and CAC Awards under the CAC Plan. The Human Resources Committee has been appointed by the Board to administer the CAC Plan and the award agreements thereunder.

The CAC Plan provides officers, employees, directors, individual consultants and advisors who render or have rendered bona fide service to CAC or its subsidiaries the opportunity to receive cash and equity-based incentive awards. Awards under the CAC Plan may be in the form of stock options, stock appreciation rights, stock bonuses, restricted stock, restricted stock units, performance stock, stock units, phantom stock, dividend equivalents, cash awards, rights to purchase or acquire shares, or similar securities with a value related to common stock. The CAC Plan establishes certain annual individual limits on the number of shares underlying awards.

Unvested options terminate immediately upon a termination for any reason and vested options and other awards will terminate immediately upon a termination for cause. Otherwise, vested options will expire on the earliest of (1) one year from the date of death; (2) 180 days following termination of the participant's employment due to disability or retirement; (3) 120 days after the date the participant is terminated for a reason other than for cause, death or disability or by the participant for good reason; (4) 60 days following termination of the participant's employment without good reason; or (5) the 10th anniversary of the grant date. Stock options and restricted stock units granted under the CAC Plan vest based on continued service over the period of time specified in the award agreements.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the CAC Plan, which is attached hereto as Exhibit 10.18 and incorporated herein by reference.

#### ***Assumption of Deferred Compensation Liabilities and Amendment and Restatement of Trust and Escrow Agreements***

Certain current and former employees of CEC and its subsidiaries and affiliates have balances under the Harrah's Entertainment, Inc. Executive Supplemental Savings Plan ("ESSP"), the Harrah's Entertainment, Inc. Executive Supplemental Savings Plan II ("ESSP II"), the Park Place Entertainment Corporation Executive Deferred Compensation Plan ("CEDCP"), the Harrah's Entertainment, Inc. Deferred Compensation Plan ("DCP"), and the Harrah's Entertainment, Inc. Executive Deferred Compensation Plan ("EDCP"). These plans are deferred compensation plans that allowed certain employees an opportunity to save for retirement and other purposes. Each of the plans is now frozen and is no longer accepting contributions. However, participants may still earn returns on existing plan balances based upon their selected investment alternatives, which are reflected in their deferral accounts.

Plan obligations in respect of all of these plans were included in CEC's financial statements as liabilities prior to the deconsolidation of CEOC. CEC recorded \$40 million in liabilities as of both June 30, 2017 and December 31, 2016, representing the estimate of its obligations under the ESSP and ESSP II and for certain former directors and employees who had employment agreements with Harrah's Entertainment, Inc. (the predecessor to CEC) and participated in the EDCP. The additional liability in respect of the CEDCP and DCP that CEC did not record was approximately \$34 million and \$32 million as of June 30, 2017 and December 31, 2016, respectively, as CEC determined that this portion of the liability was attributable to CEOC pending the effectiveness of the settlement described below.

CEC is a party to a trust agreement (the "Trust Agreement") and an escrow agreement (the "Escrow Agreement"), each structured as so-called "rabbi trust" arrangements, which hold assets that may be used to satisfy obligations under the deferred compensation plans described above. Amounts held pursuant to the Trust Agreement and the Escrow Agreement were approximately \$67 million and \$61 million, respectively, as of June 30, 2017, and \$62 million and \$57 million, respectively, as of December 31, 2016. As of June 30, 2017, the assets held pursuant to the Trust Agreement were reflected on CEC's balance sheet as long-term restricted assets and the assets held pursuant to the Escrow Agreement were not reflected on CEC's balance sheet.

On September 14, 2016, CEC entered into a settlement agreement with CEOC related to the liabilities and assets associated with the above deferred compensation plans, which was approved by the Bankruptcy Court on October 17, 2016. As a result of the settlement agreement, on October 6, 2017, CEC assumed all obligations to plan participants under or with respect to all five of the deferred compensation plans, CEOC and its debtor subsidiaries have no further obligations to the deferred compensation plan participants and CEOC and its debtor subsidiaries released any claim over the assets held under either the Trust Agreement or the Escrow Agreement. Accordingly, CEC will record the additional assets and liabilities in respect of the Escrow Agreement and the CEDCP and DCP, which are \$61 million and \$34 million, respectively, as of June 30, 2017.

In connection with the settlement, each of the Trust Agreement and the Escrow Agreement were amended and restated to give effect to the terms of the settlement as described above.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Escrow Agreement and the Trust Agreement, each as so amended and restated, which are attached hereto as Exhibits 10.19 and 10.20, respectively, and incorporated herein by reference.

**Item 5.03                      Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

***Amendments to the Second Amended and Restated Certificate of Incorporation***

On October 6, 2017, CEC amended its Second Amended and Restated Certificate of Incorporation by filing three Certificates of Amendment (the “Charter Amendments”), with the Delaware Secretary of State. The Charter Amendments provide for, among other things, an increase in the number of authorized shares of CEC Common Stock from 1,250,000,000 shares to 2,000,000,000 shares, cumulative voting in the election of individuals to the CEC Board and the declassification of the CEC Board over a number of years.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Second Amended and Restated Certificate of Incorporation and the Charter Amendments, which are attached hereto as Exhibits 3.1, 3.2, 3.3 and 3.4 and incorporated herein by reference.

***Amendment to the By-Laws***

Effective as of October 6, 2017, the Board amended and restated CEC’s existing By-Laws (the “Amended By-Laws”). The Amended By-Laws, among other things, (i) modify the by-laws to be consistent with the changes to CEC’s governance effected by the Charter Amendments regarding the declassification of the Board, the adoption of cumulative voting and the election and removal of directors in accordance with the Charter Amendments, (ii) provide for a non-executive Chairman of the Board as contemplated by the Plan and (iii) eliminate references that are no longer applicable (e.g., the initial public offering and CEC’s pre-Emergence controlled company status).

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Amended Bylaws, which are filed hereto as Exhibit 3.5 and incorporated herein by reference.

**Item 8.01                      Other Events.**

***Press Releases***

On October 6, 2017, CEC issued a press release announcing the Merger and the Emergence. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On October 6, 2017, CEC issued a press release announcing the new Board. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

***Call Right Agreements***

On the Effective Date, VICI Partnership, CEC, CERP, Growth Partners and their respective applicable subsidiaries (as applicable) entered into certain call right agreements (collectively, the “VICI Call Right Agreements”). The VICI Call Right Agreements provide VICI Partnership with an option, exercisable within five years following the Effective Date, to purchase and lease back to, as applicable, CERP’s or Growth Partners’ (or their respective applicable subsidiaries’) real property interest and all improvements associated with Harrah’s Atlantic City, Harrah’s Laughlin and Harrah’s New Orleans (each VICI Call Right Agreement relating to a different property). If VICI Partnership does not exercise its call right within the exercise period, the respective VICI Call Right Agreement will automatically terminate. The purchase price will equal ten times the agreed annual rent for such properties under the applicable lease, and the purchase will be on other customary terms and conditions, with the closing of such purchase(s) to occur following regulatory approvals. The rent under any such lease will be determined based on an EBITDAR coverage ratio and will be adjusted on terms consistent with the Non-CPLV Lease. If CEC is unable to timely deliver a property following the exercise of the call right due to limitations set forth in agreements governing CEC’s subsidiaries’ indebtedness, and if CEC is not able to provide replacement property providing equal or greater economic benefits to VICI Partnership, then CEC will be required to pay to VICI Partnership an amount in cash equal to the loss in value to VICI Partnership as specified in the applicable VICI Call Right Agreement, subject to certain conditions.

If necessary regulatory approvals in connection with the purchase of a property pursuant to a VICI Call Right Agreement are not obtained, CEC will be required to use commercially reasonable efforts to sell such property to an alternative purchaser, subject to certain conditions. The proceeds of such sale will go first to CEC to compensate it for the funds it would have received had it sold the applicable property to VICI Partnership, with the remainder of funds to be distributed to VICI Partnership. If a sale of a property is not completed due to CEC's failure to obtain necessary regulatory approvals, VICI Partnership may terminate the applicable VICI Call Right Agreement and CEC will pay to VICI Partnership an amount in cash equal to the loss in value to VICI Partnership as specified in such VICI Call Right Agreement.

Additionally, these call rights are subject: (1) in the case of Harrah's Atlantic City and Harrah's Laughlin, to the terms of the CERP debt documents and (2) in the case of Harrah's New Orleans, to the terms of the Growth Partners debt documents; provided, that CEC, CERP and Growth Partners, as applicable, are required to use commercially reasonable efforts to obtain any waivers or amendments necessary to permit such transactions. If such waivers or amendments are not obtained after use of commercially reasonable efforts to obtain the same, CEC has agreed to pay to VICI Partnership an amount in cash equal to the loss in value to VICI Partnership as specified in the applicable VICI Call Right Agreement, subject to certain conditions.

### ***Separation Agreement***

On the Effective Date, CEOC entered into a separation agreement (the "Separation Agreement") with VICI Properties, which contains the key provisions of the separation of VICI Properties from CEOC and certain terms governing VICI Properties' relationship with CEOC after the Emergence. The Separation Agreement identifies the assets transferred, liabilities assumed and contracts to be performed by each of CEOC and VICI Properties as part of the separation and provides for when and how these transfers, assumptions and assignments occur. The Separation Agreement may not be terminated except by an agreement in writing signed by each of CEOC and VICI Properties.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Separation Agreement, which is filed hereto as Exhibit 99.3 and incorporated herein by reference.

## **Item 9.01 Financial Statements and Exhibits.**

### **(a) *Financial Statements of Business Acquired***

CEC intends to file the financial statements of CAC and CEOC (as predecessor of CEOC LLC) as required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

### **(b) *Pro Forma Financial Information***

CEC intends to file the pro forma financial statements required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.



<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2016, by and between Caesars Acquisition Company and Caesars Entertainment Corporation (Filed as Exhibit 2.1 to CEC's Form 8-K filed with the Commission on July 11, 2016 and incorporated herein by this reference).</u>
2.2	<u>First Amendment to Amended and Restated Agreement and Plan of Merger, dated as of February 20, 2017, by and between Caesars Entertainment Corporation and Caesars Acquisition Company (Filed as Exhibit 2.1 to CEC's Form 8-K filed with the Commission on February 21, 2017 and incorporated herein by this reference).</u>
2.3	<u>Third Amended Joint Plan of Reorganization, filed with the United States Bankruptcy Court for the Northern District of Illinois in Chicago on January 13, 2017, at Docket No. 6318 (Filed as Exhibit 2.6 to CEC's Form S-4 filed with Commission on March 13, 2017, as amended by Amendment No. 1 to such registration statement on Form S-4 filed with the Commission on June 5, 2017 and Amendment No. 2 to such registration statement on Form S-4 filed with the Commission on June 20, 2017 and incorporated herein by this reference).</u>
3.1	<u>Second Amended and Restated Certificate of Incorporation of Caesars Entertainment Corporation, dated February 8, 2012 (Filed as Exhibit 3.7 to CEC's Form 10-K filed with the Commission on March 15, 2012 and incorporated herein by this reference).</u>
3.2	<u>Amendment, dated October 6, 2017, to the Second Amended and Restated Certificate of Incorporation of Caesars Entertainment Corporation, dated February 8, 2012 (Filed as Exhibit 4.2 to CEC's Form S-8 filed with the Commission on October 6, 2017 and incorporated herein by this reference).</u>
3.3	<u>Amendment, dated October 6, 2017, to the Second Amended and Restated Certificate of Incorporation of Caesars Entertainment Corporation, dated February 8, 2012 (Filed as Exhibit 4.3 to CEC's Form S-8 filed with the Commission on October 6, 2017 and incorporated herein by this reference).</u>
3.4	<u>Amendment, dated October 6, 2017, to the Second Amended and Restated Certificate of Incorporation of Caesars Entertainment Corporation, dated February 8, 2012 (Filed as Exhibit 4.4 to CEC's Form S-8 filed with the Commission on October 6, 2017 and incorporated herein by this reference).</u>
3.5	<u>Bylaws of Caesars Entertainment Corporation, dated October 6, 2017 (Filed as Exhibit 4.5 to CEC's Form S-8 filed with the Commission on October 6, 2017 and incorporated herein by this reference).</u>
4.1	<u>Indenture, dated as of October 6, 2017, between Caesars Entertainment Corporation and Delaware Trust Company, as trustee, relating to the 5.00% Convertible Senior Notes due 2024.</u>
4.2	<u>Indenture, dated as of April 17, 2014, among Caesars Growth Properties Holdings, LLC, Caesars Growth Properties Finance, Inc. and U.S. Bank National Association, as trustee, relating to the 9.375% Second-Priority Senior Secured Notes due 2022 (Filed as Exhibit 4.1 to CAC's Form 8-K filed with the Commission on April 17, 2014 and incorporated herein by this reference).</u>
10.1	<u>Lease (CPLV), dated as of October 6, 2017, by and among CPLV Property Owner LLC, Desert Palace LLC, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, relating to the CPLV Facilities.</u>
10.2	<u>Lease (Non-CPLV), dated as of October 6, 2017, by and among the entities listed on Schedules A and B thereto and CEOC, LLC, relating to the Non-CPLV Facilities.</u>
10.3	<u>Lease (Joliet), dated as of October 6, 2017, by and between Harrah's Joliet Landco LLC and Des Plaines Development Limited Partnership, relating to the Joliet Facilities.</u>
10.4	<u>Trademark License Agreement, dated as of October 6, 2017, between Caesars License Company, LLC and Desert Palace LLC.</u>
10.5	<u>Golf Course Use Agreement, dated as of October 6, 2017, by and among Rio Secco LLC, Cascata LLC, Chariot Run LLC, Grand Bear LLC, Caesars Enterprise Services, LLC, CEOC, LLC and, solely for purposes of Section 2.1(c) thereof, Caesars License Company, LLC.</u>
10.6	<u>Management and Lease Support Agreement, dated as of October 6, 2017, by and among Desert Palace LLC, Caesars Entertainment Operating Company, Inc., CEOC, LLC, CPLV Manager, LLC, Caesars Entertainment Corporation, CPLV Property Owner LLC, and solely for certain articles and sections named therein, Caesars License Company, LLC and Caesars Enterprise Services, LLC relating to the CPLV Facilities.</u>
10.7	<u>Management and Lease Support Agreement, dated as of October 6, 2017, by and among CEOC, LLC, the entities listed therein, Non-CPLV Manager, LLC, Caesars Entertainment Corporation and solely for certain articles and sections named therein, Caesars License Company, LLC and Caesars Enterprise Services, LLC relating to the Non-CPLV Facilities.</u>
10.8	<u>Management and Lease Support Agreement, dated as of October 6, 2017, by and among Des Plaines Development Limited Partnership, Joliet Manager, LLC, Caesars Entertainment Corporation, Harrah's Joliet Landco LLC and solely for certain articles and sections named therein, Caesars License Company, LLC and Caesars Enterprise Services, LLC relating to the Joliet Facilities.</u>

- 10.9 [Right of First Refusal Agreement, dated as of October 6, 2017, between Caesars Entertainment Corporation and VICI Properties L.P.](#)
- 10.10 [Tax Matters Agreement, dated as of October 6, 2017, between Caesars Entertainment Corporation, CEOC, LLC, VICI Properties Inc., VICI Properties L.P. and CPLV Property Owner LLC.](#)
- 10.11 [Credit Agreement, dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, Credit Suisse Securities \(USA\) LLC and Deutsche Bank Securities Inc., as Joint Lead Arrangers, Credit Suisse Securities \(USA\) LLC, Deutsche Bank Securities Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and UBS Securities LLC, as Joint Bookrunners and Credit Suisse Securities \(USA\) LLC as Syndication Agent and Documentation Agent.](#)
- 10.12 [Second Amended and Restated Omnibus License and Enterprise Services Agreement, dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., Caesars Growth Properties Holdings, LLC, Caesars Entertainment Resort Properties LLC, Caesars License Company, LLC, Caesars World LLC and Caesars Enterprise Services, LLC.](#)
- 10.13 [Contribution Agreement, dated as of October 6, 2017, between Caesars Entertainment Corporation and Hamlet Holdings LLC.](#)
- 10.14 [Registration Rights Agreement, dated as of October 21, 2013, by and among Caesars Acquisition Company, Caesars Growth Partners, LLC, HIE Holdings, Inc., Harrah's BC, Inc., Apollo Hamlet Holdings, LLC, Apollo Hamlet Holdings B, LLC, TPG Hamlet Holdings, LLC, TPG Hamlet Holdings B, LLC, Co-Invest Hamlet Holdings, Series LLC and Co-Invest Hamlet Holdings B, LLC \(Filed as Exhibit 10.4 to CAC's Form 8-K filed on October 24, 2013 and incorporated herein by this reference\).](#)
- 10.15 [First Lien Credit Agreement, dated as of May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, and Credit Suisse Securities \(USA\) LLC, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., UBS Securities LLC, J.P Morgan Securities LLC, Morgan Stanley & Co. LLC, Macquarie Capital \(USA\) Inc. and Nomura Securities International, Inc., as Co-Lead Arrangers and Bookrunners \(Filed as Exhibit 10.2 to CAC's Form 8-K filed on May 9, 2014 and incorporated herein by this reference\).](#)
- 10.16 [Incremental Assumption Agreement and Amendment No. 1 relating to the First Lien Credit Agreement dated as of May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, dated as of April 27, 2017 \(Filed as Exhibit 10.1 to CAC's Form 8-K filed on April 28, 2017 and incorporated herein by this reference\).](#)
- 10.17 [Letter Agreement, dated as of October 6, 2017, between Caesars Enterprise Services, LLC and Timothy R. Donovan.](#)
- 10.18 [Caesars Acquisition Company 2014 Performance Incentive Plan \(Filed as Exhibit 10.1 to CAC's Form 8-K filed with the Commission on April 16, 2014 and incorporated herein by this reference\).](#)
- 10.19 [Caesars Entertainment Corporation Amended and Restated Escrow Agreement, dated as of December 12, 2016, between Caesars Entertainment Corporation and Wells Fargo Bank, N.A.](#)
- 10.20 [Caesars Entertainment Corporation Second Amended and Restated Executive Deferred Compensation Trust Agreement, dated as of December 12, 2016, between Caesars Entertainment Corporation and Wells Fargo Bank, N.A.](#)
- 99.1 [Press Release.](#)
- 99.2 [Press Release.](#)
- 99.3 [Separation Agreement, dated as of October 6, 2017, between Caesars Entertainment Operating Company, Inc. and VICI Properties Inc.](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CAESARS ENTERTAINMENT CORPORATION**

Date: October 13, 2017

By: /s/ SCOTT E. WIEGAND

Name: Scott E. Wiegand

Title: Senior Vice President, Deputy General Counsel  
and Corporate Secretary

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**CAESARS ENTERTAINMENT CORPORATION,**  
as Issuer

5.00% Convertible Senior Notes due 2024

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INDENTURE

Dated as of October 6, 2017

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Delaware Trust Company,  
as Trustee

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#### Appendix A – Provisions Relating to the Notes

#### EXHIBITS AND SCHEDULES

Exhibit A – Form of Note

Schedule I – Unrestricted Subsidiaries



# CROSS-REFERENCE TABLE

TIA Section		Indenture Section
310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(b)	7.08; 7.10
	(c)	N.A.
311	(a)	7.11
	(b)	7.11
312	(a)	2.06
	(b)	13.03
	(c)	13.03
313	(a)	7.06
	(b)(1)	7.06
	(b)(2)	7.06
	(c)	7.06
	(d)	4.02; 4.09; 7.06
314	(a)	4.02; 4.09
	(b)	N.A.
	(c)(1)	13.04
	(c)(2)	13.04
	(c)(3)	N.A.
	(d)	N.A.
	(e)	13.05
	(f)	4.10
315	(a)	7.01
	(b)	7.05
	(c)	7.01
	(d)	7.01
	(e)	6.11
316	(a)(last sentence)	13.06
	(a)(1)(A)	6.05
	(a)(1)(B)	6.04
	(a)(2)	N.A.
	(b)	6.07
317	(a)(1)	6.08
	(a)(2)	6.09
	(b)	2.05
318	(a)	13.01

N.A. Means Not Applicable.

Note: This Cross-Reference Table shall not, for any purposes, be deemed to be part of this Indenture.

INDENTURE, dated as of October 6, 2017, between CAESARS ENTERTAINMENT CORPORATION, a Delaware corporation (together with its successors and assigns, the “Issuer”), and Delaware Trust Company, as trustee (the “Trustee”).

The Issuer and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the holders of (i) \$1,119,060,000 aggregate principal amount of the Issuer’s 5.00% Convertible Senior Notes due 2024 issued on the date hereof (the “Original Notes”) and (ii) any Additional Notes issued from time to time (together with the Original Notes, the “Notes”):

## **Article I.**

### **DEFINITIONS AND INCORPORATION BY REFERENCE**

#### **SECTION 1.01 Definitions.**

“Acquired Indebtedness” means, with respect to the Issuer or its Restricted Subsidiaries:

- (1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into the Issuer or its Restricted Subsidiaries or became a Restricted Subsidiary of the Issuer, and
- (2) Indebtedness secured by a Lien encumbering any asset that is acquired by the Issuer or any Restricted Subsidiary.

Acquired Indebtedness will be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person merges, consolidates or amalgamates with or into the Issuer or a Restricted Subsidiary or becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of any such acquisition of such assets.

“Additional Notes” means Notes issued under the terms of this Indenture subsequent to the Issue Date.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that (1) beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to give rise to control with respect to the Issuer and (2) each of the Restricted Holders will be deemed to constitute an Affiliate of the Issuer and each Restricted Subsidiary for all purposes of this Indenture, *provided* that this clause (2) shall not apply, with respect to any Restricted Holder, at any time at which (a) such Restricted Holder does not beneficially own, directly or indirectly, any Equity Interests of the Issuer or any Restricted Subsidiary and (b) no employee, appointee, director, managing member or other agent or representative of such Restricted Holder serves as a director, or has the right to designate a director, on the board of directors of the Issuer or any Restricted Subsidiary.

“Applicable Procedures” means, with respect to any matter at any time, the policies and procedures of a Depository, if any, that are applicable to such matter at such time.

“Asset Sale” means:

(1) the sale, lease, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets (including by way of a Sale/Leaseback Transaction) by the Issuer or any Restricted Subsidiary, including by means of a merger, consolidation, amalgamation or similar transaction (each referred to in this definition as a “disposition”) or

(2) the issuance or sale of Equity Interests (other than directors’ qualifying shares and shares issued to foreign nationals or other third parties to the extent required by applicable law) of any Restricted Subsidiary of the Issuer, whether in a single transaction or a series of related transactions, other than to the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer, provided that no such issuance or sale to the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer shall alter the status of any Subsidiary as a First-Tier Subsidiary of the Issuer if such Subsidiary would have been a First-Tier Subsidiary of the Issuer in the absence of such issuance or sale,

in each case other than:

(a) a disposition of Cash Equivalents or Investment Grade Securities or obsolete, damaged or worn out property or equipment, in each case, in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Issuer in a manner permitted pursuant to Section 5.01 or any disposition that constitutes a Fundamental Change and with respect to which the Issuer complies with Article XI;

(c) any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 4.04;

(d) any disposition (in a transaction or series of related transactions) of assets of the Issuer or any Restricted Subsidiary or any issuance or sale of Equity Interests of any Restricted Subsidiary, which assets or Equity Interests so disposed or issued, as applicable, have an aggregate Fair Market Value of less than \$25.0 million;

(e) any disposition of property or assets to the Issuer or a Wholly Owned Restricted Subsidiary of the Issuer;

(f) any exchange (other than with a Person that is an Affiliate of the Issuer) of assets (including a combination of assets and Cash Equivalents) for assets related to a Similar Business or services (including in connection with any outsourcing arrangements), in each case of comparable or greater market value or usefulness to the business of the Issuer and its Restricted Subsidiaries as a whole and, as an additional condition, the Issuer shall have determined that the requirements of this clause (f) have been satisfied;

(g) foreclosure or any similar action with respect to any property or other asset of the Issuer or any Restricted Subsidiary;

(h) any sales or other dispositions of inventory in the ordinary course of business and consistent with past practice;

(i) (i) any grant of any non-exclusive license or sublicense of patents, trademarks, know-how or any other intellectual property in the ordinary course of business or (ii) any grant of any exclusive license or sublicense of patents, trademarks, know-how or any other intellectual property in the ordinary course of business for which the Issuer or a Restricted Subsidiary receives Fair Market Value and which would not materially impair or degrade the value or goodwill of such patents, trademarks, know-how or other intellectual property;

- (j) any disposition deemed to arise or occur in connection with any grant of a Permitted Lien;
- (k) any disposition of property pursuant to the Call Right Agreements;
- (l) any disposition deemed to arise or occur in connection with performance of obligations under an Operations Management Agreement;
- (m) [Reserved];
- (n) dispositions of accounts receivable in connection with the compromise, settlement or collection thereof in the ordinary course of business (exclusive of factoring or similar arrangements);
- (o) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind that occur, with respect to this clause (o), in the ordinary course of business;
- (p) any disposition expressly contemplated by the Transactions; and
- (q) any leases, subleases, easements (including grants of declarations of covenants, conditions and restrictions and/or easements with respect to common area spaces and similar instruments benefitting tenants), rights of way, rights of access, dedications of space or other dispositions of property (including in connection with and in furtherance of constructing structures or improvements reasonably related to the development, construction and operation of a Project), licenses or sublicenses with respect to any real or personal property entered into by the Issuer or a Restricted Subsidiary, provided that (A) the Issuer or a Restricted Subsidiary of the Issuer shall be required, as applicable, to maintain control (which may be through required contractual standards) over the primary aesthetics and standards of service and quality of the business being operated or conducted in connection with any such leased, subleased or licensed space, to the extent applicable, and (B) such transaction, lease, sublease, easement, license or sublicense (i) is in the ordinary course of business and consistent with past practice and (ii) would not reasonably be expected to materially interfere with, or materially impact or detract from, the operation of any Project or the business of the Issuer and its Restricted Subsidiaries, taken as a whole.

With respect to clause (f) above (with respect to the determination of whether assets or services of comparable or greater value or usefulness are to be received), prior to entering into any such exchange to be recorded under such clause (f), and as a condition to the making of any such exchange, the Issuer will deliver to the Trustee an Officer's Certificate stating that the disinterested members of the Board of Directors of the Issuer have determined, based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the value of any such exchange exceeds \$75.0 million, that such exchange is permitted, setting forth the basis upon which the calculations required by such clause (f) were computed, together with a copy of any required resolutions of the Board of Directors and of any fairness opinion or appraisal required by this Indenture.

“Bank Indebtedness” means any and all amounts payable under or in respect of any Credit Agreement Documents, (including after termination of any such Credit Agreement), including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof, including, without limitation, amounts pursuant to letters of credit.

“beneficial owner” has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular “person” (as that term is used in Section 13(d)(3) of the Exchange Act), such “person” will be deemed to have beneficial ownership of all securities that such “person” has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms “beneficially own” and “beneficially owned” have a corresponding meaning.

“Bid Solicitation Agent” means the Person appointed by the Issuer, from time to time, to solicit secondary market bid quotations for the Trading Price of the Notes in accordance with Section 10.01(b)(ii) hereof. The Trustee will be the initial Bid Solicitation Agent. The Issuer may appoint another person (other than an Affiliate) as the Bid Solicitation Agent without prior notice to holders.

“Board of Directors” means, as to any Person, the board of directors or managers, as applicable, of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee thereof. Unless otherwise indicated in this Indenture, all references to Board of Directors shall mean the Board of Directors of the Issuer.

“Board Resolution” means, with respect to any Person, a copy of a resolution certified by the Secretary, the General Counsel or an Officer of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification.

“Business Day” means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law, regulation or executive order to close in New York City or in the city where the Corporate Trust Office of the Trustee is located.

“Call Right Agreements” means each of (i) the Call Right Agreement among VICI Properties LP and the Issuer relating to Harrah’s Atlantic City, (ii) the Call Right Agreement among VICI Properties LP and the Issuer relating to Harrah’s Laughlin and (iii) the Call Right Agreement among VICI Properties LP and the Issuer relating to Harrah’s New Orleans, in each case, as amended, restated, supplemented or otherwise modified from time to time, provided that any such amendment, restatement, supplement or other modification is not less favorable than the terms of such agreements as in effect on the Issue Date, taken as a whole, to the Issuer and its Restricted Subsidiaries.

“Capital Markets Indebtedness” means any Indebtedness consisting of (i) Bank Indebtedness, other Indebtedness Incurred under any Credit Agreement or any other credit facility Indebtedness or (ii) bonds, debentures, notes or any other similar debt securities.

“Capital Stock” means:

- (1) in the case of a corporation, any and all shares of corporate stock (however designated);

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Capitalized Lease Obligation” means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP; *provided* that obligations of the Issuer or its Restricted Subsidiaries, or of a special purpose or other entity not consolidated with the Issuer and its Restricted Subsidiaries, either existing on the Issue Date or created thereafter that (a) initially were not included on the consolidated balance sheet of the Issuer as capital lease obligations and were subsequently recharacterized as capital lease obligations or, in the case of such a special purpose or other entity becoming consolidated with the Issuer and its Restricted Subsidiaries were required to be characterized as capital lease obligations upon such consolidation, in either case, due to a change in accounting treatment, or (b) did not exist on the Issue Date and were required to be characterized as capital lease obligations but would not have been required to be treated as capital lease obligations or long-term financial obligations on the Issue Date had they existed at that time, shall for all purposes not be treated as Capitalized Lease Obligations or Indebtedness.

“Capitalized Software Expenditures” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Issuer and its Restricted Subsidiaries during such period in respect of licensed or purchased software or internally developed software and software enhancements that, in conformity with GAAP, are required to be reflected as capitalized costs on the consolidated balance sheet of the Issuer and its Restricted Subsidiaries.

“Cash Equivalents” means:

(1) U.S. dollars and, in the case of any Foreign Subsidiary that is a Restricted Subsidiary, pounds sterling, euros, the national currency of any member state in the European Union (other than Greece, Spain, Portugal or Italy) or such local currencies held by it from time to time in the ordinary course of business;

(2) (i) securities issued or directly and fully guaranteed or insured by the U.S. government or (ii) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, securities issued or directly and fully guaranteed or insured by any country that is a member of the European Union (other than Greece, Spain, Portugal or Italy) or, with respect to clauses (i) and (ii), any agency or instrumentality thereof in each case maturing not more than one year from the date of acquisition;

(3) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers’ acceptances, in each case with maturities not exceeding one year from the date of acquisition and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of \$500.0 million and whose long-term debt is rated “A” or the equivalent thereof by Moody’s or S&P (or reasonably equivalent ratings of another Nationally Recognized Statistical Rating Organization (as defined in Section 3(a)(62) of the Exchange Act) or any international Affiliate thereof);

(4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper issued by a corporation (other than an Affiliate of the Issuer) rated at least "A1" or the equivalent thereof by Moody's or S&P (or reasonably equivalent ratings of another Nationally Recognized Statistical Rating Organization (as defined in Section 3(a)(62) of the Exchange Act) or any international Affiliate thereof) and, in each case, maturing within one year after the date of acquisition;

(6) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P (or reasonably equivalent ratings of another Nationally Recognized Statistical Rating Organization (as defined in Section 3(a)(62) of the Exchange Act) or any international Affiliate thereof) in each case with maturities not exceeding one year from the date of acquisition; and

(7) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (6) above.

"Close of Business" means 5:00 p.m., New York City time.

"CEOC" means Caesars Entertainment Operating Company, LLC, a Delaware limited liability company, as successor to Caesars Entertainment Operating Company, Inc. upon consummation of the Plan.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means, subject to Section 10.08, the shares of common stock, par value \$0.01 per share, of the Issuer authorized at the date of this Indenture as originally executed or shares of any class or classes of common stock resulting from any reclassification or reclassifications thereof; provided, however, that if at any time there shall be more than one such resulting class, the shares so issuable on conversion of Notes shall include shares of all such classes, and the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

"Consolidated Depreciation and Amortization Expense" means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the total amount of depreciation and amortization expense, including the amortization of intangible assets, deferred financing fees and Capitalized Software Expenditures and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, of the Issuer and its Restricted Subsidiaries for such period on a consolidated basis and determined in accordance with GAAP.

"Consolidated Interest Expense" means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the sum, without duplication, of:

(1) consolidated interest expense of the Issuer and its Restricted Subsidiaries, determined in accordance with GAAP, to the extent such expense was deducted in computing Consolidated Net Income, including, without duplication, (i) amortization of original issue discount and debt issuance costs, (ii) the interest component of Capitalized Lease Obligations,

(iii) net payments and receipts (if any) pursuant to interest rate Hedging Obligations (including the amortization of fees), (iv) any non-cash interest payments, (v) interest expense attributable to the actual or implied Indebtedness Incurred in connection with any Sale/Leaseback Transaction, (vi) commissions, discounts and other fees and charges incurred in respect of any financing, letter of credit or bankers' acceptances; plus (vii) any of the foregoing interest expense on Indebtedness of another Person that is guaranteed by the Issuer or one of its Restricted Subsidiaries or secured by a Lien on assets of the Issuer or one of its Restricted Subsidiaries, whether or not such guarantee or Lien is called upon; plus (viii) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of the Issuer or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Issuer (other than Disqualified Stock) or to the Issuer or a Restricted Subsidiary of the Issuer, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal; *plus*

(2) consolidated capitalized interest of the Issuer and the Restricted Subsidiaries for such period, whether paid or accrued; *minus*

(3) interest income for such period.

For purposes of this definition, (i) interest on a Capitalized Lease Obligation shall be deemed to accrue at the interest rate implicit in such Capitalized Lease Obligation in accordance with GAAP and (ii) lease payments under the Master Leases shall not be included as part of Consolidated Interest Expense.

“Consolidated Leverage Ratio” means, with respect to the Issuer and its Restricted Subsidiaries on a consolidated basis, at any date, the ratio of

(i) Consolidated Total Indebtedness of the Issuer and the Restricted Subsidiaries as of such date of calculation (determined on a consolidated basis in accordance with GAAP) less the aggregate amount of cash and Cash Equivalents in excess of all Restricted Cash that would be stated on the consolidated balance sheet of the Issuer and the Restricted Subsidiaries and held by the Issuer and its Restricted Subsidiaries as of such date of determination to (ii) EBITDA of the Issuer and its Restricted Subsidiaries for the four full fiscal quarters for which internal financial statements are available immediately preceding such date on which such additional Indebtedness is Incurred. In the event that the Issuer or any Restricted Subsidiary Incurs, repays, repurchases or redeems any Indebtedness subsequent to the commencement of the period for which the Consolidated Leverage Ratio is being calculated but prior to the event for which the calculation of the Consolidated Leverage Ratio is made (the “Consolidated Leverage Calculation Date”), then the Consolidated Leverage Ratio shall be calculated giving *pro forma* effect to such Incurrence, repayment, repurchase or redemption of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period; *provided* that the Issuer may elect pursuant to an Officer's Certificate delivered to the Trustee to treat all or any portion of the commitment under any Indebtedness as being Incurred at such time, in which case any subsequent Incurrence of Indebtedness under such commitment shall not be deemed, for purposes of this calculation, to be an Incurrence at such subsequent time.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, amalgamations, consolidations (including the Transactions) and discontinued operations (as determined in accordance with GAAP), in each case, with respect to an operating unit of a business that the Issuer or any Restricted Subsidiary has made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Consolidated Leverage Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, amalgamations, consolidations (including the Transactions) or



discontinued operations (and the change of any associated Indebtedness and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation, amalgamation or discontinued operation, in each case, with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Consolidated Leverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation or consolidation had occurred at the beginning of the applicable four-quarter period. If since the beginning of such period any Restricted Subsidiary is designated an Unrestricted Subsidiary or any Unrestricted Subsidiary is designated a Restricted Subsidiary, then the Consolidated Leverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such designation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to any event, the *pro forma* calculations shall be made in accordance with Regulation S-X of the SEC.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with that used in calculating EBITDA for the applicable period.

Solely for the purpose of calculating the Consolidated Leverage Ratio under this Indenture, (i) Obligations under Third Party Master Leases (including, for the avoidance of doubt, the guarantee of such Obligations) shall be deemed not to be included as Consolidated Total Indebtedness and (ii) lease payments under such Third Party Master Leases shall not be included as part of Consolidated Interest Expense.

“Consolidated Net Income” means, with respect to the Issuer and its Restricted Subsidiaries for any period, the aggregate of the consolidated Net Income of the Issuer and its Restricted Subsidiaries for such period, on a consolidated basis in accordance with GAAP; *provided, however*, that, without duplication:

(1) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses or charges, including one-time costs and expenses relating to, (a) curtailments or modifications to pension and post-retirement employee benefit plans, (b) reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses and facilities closing costs, (c) acquisition integration costs, (d) facilities opening costs, (e) project start-up costs, (f) business optimization costs, (g) the hiring of professionals in connection with IT, accounting and systems optimization programs or the implementation of programs for efficiency gains, and (h) the Transactions, in each case, shall be excluded up to a maximum of (i) \$20.0 million for fiscal year 2017, and (ii) the greater of (x) \$10.0 million and (y) 0.75% of EBITDA per year thereafter.

(2) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to the Issuer and its Restricted Subsidiaries) in amounts required or permitted by GAAP, resulting from the application of purchase accounting or the amortization or write-off of any amounts thereof, net of taxes, or charges resulting from the adoption of fresh start accounting (including reorganization charges and election of push-down accounting principles), shall be excluded;

- (3) the cumulative effect of a change in accounting principles shall be excluded;
- (4) any net after-tax income or loss from abandoned, closed or discontinued operations and any net after-tax gains or losses on disposal of abandoned, closed or discontinued operations shall be excluded;
- (5) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business shall be excluded;
- (6) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of Indebtedness, Hedging Obligations or other derivative instruments shall be excluded;
- (7) the Net Income for such period of any Person that is not a Subsidiary of the Issuer, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments actually paid in cash (or to the extent converted into cash) to the Issuer or a Restricted Subsidiary thereof in respect of such period;
- (8) solely for the purpose of determining the amount available for Restricted Payments under clause (1) of the definition of “Cumulative Credit,” the Net Income for such period of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; *provided* that (without duplication) the Consolidated Net Income of such Person shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or converted into cash) by any such Restricted Subsidiary to such Person, to the extent not already included therein;
- (9) [Reserved];
- (10) any impairment charges or asset write-offs, and the amortization of intangibles, in each case arising pursuant to the application of GAAP shall be excluded;
- (11) any non-cash compensation charge or expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded;
- (12) [Reserved];
- (13) accruals and reserves that are established or adjusted within 12 months after the Issue Date and that are so required to be established or adjusted as a result of the Transactions in accordance with GAAP or changes in accruals and reserves as a result of adoption or modification of accounting policies shall be excluded;

(14) solely for purposes of calculating EBITDA, (a) the Net Income of the Issuer and its Restricted Subsidiaries shall be calculated without deducting the income attributable to, or adding the losses attributable to, the minority equity interests of third parties in any non-Wholly Owned Restricted Subsidiary except to the extent of dividends declared or paid in respect of such period or any prior period on the shares of Capital Stock of such Restricted Subsidiary held by such third parties and (b) any ordinary course dividend, distribution or other payment paid in cash and received from any Person in excess of amounts included in clause (7) above shall be included;

(15) (a)(i) the non-cash portion of “straight-line” rent expense shall be excluded and (ii) the cash portion of “straight-line” rent expense which exceeds the amount expensed in respect of such rent expense shall be included and (b) non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations shall be excluded;

(16) any currency translation gains and losses related to currency remeasurements of Indebtedness, and any net loss or gain resulting from hedging transactions for currency exchange risk, shall be excluded;

(17) (a) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded and (b) amounts estimated in good faith to be received from insurance in respect of lost revenues or earnings in respect of liability or casualty events or business interruption shall be included (with a deduction for amounts actually received up to such estimated amount to the extent included in Net Income in a future period), provided that any amounts included based on this clause (b) of this paragraph (17) that exceed \$25.0 million shall be approved by the Board of Directors for purposes of compliance with clause (b) of this paragraph (17); and

(18) non-cash charges for deferred tax asset valuation allowances shall be excluded (except to the extent reversing a previously recognized increase to Net Income).

Notwithstanding the foregoing, for the purpose of Section 4.04 only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from the Issuer’s Subsidiaries (both Restricted Subsidiaries and Unrestricted Subsidiaries) to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under such Section 4.04 pursuant to clauses (4) of the definition of “Cumulative Credit.”

“Consolidated Non-Cash Charges” means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the non-cash expenses (other than Consolidated Depreciation and Amortization Expense) of the Issuer and the Restricted Subsidiaries reducing Consolidated Net Income of the Issuer for such period on a consolidated basis and otherwise determined in accordance with GAAP, *provided* that if any such non-cash expenses represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA in such future period to the extent paid, but excluding from this proviso, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period.

“Consolidated Taxes” means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the provision for taxes based on income, profits or capital, including, without limitation, federal, state, franchise, property, excise and similar taxes, foreign withholding taxes (including penalties and interest related to such taxes or arising from tax examinations).

“Consolidated Total Indebtedness” means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, as of any date of determination, an amount equal to the sum (without duplication) of (1) the aggregate principal amount of all outstanding Indebtedness of the Issuer and its Restricted Subsidiaries (excluding any Hedging Obligations, undrawn letters of credit and the deferred and unpaid purchase price of any property or services), *plus* (2) the aggregate amount of all outstanding Disqualified Stock of the Issuer and its Restricted Subsidiaries and all Preferred Stock of its Restricted Subsidiaries, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective voluntary or involuntary liquidation preferences, in each case determined on a consolidated basis in accordance with GAAP.

“Contingent Obligations” means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

- (1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;
- (2) to advance or supply funds:
  - (a) for the purchase or payment of any such primary obligation; or
  - (b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or
- (3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

“Continuing Director” means a director who either was a member of the Board of Directors of the Issuer on the Issue Date or who becomes a member of the Board of Directors of the Issuer subsequent to that date and whose election, appointment or nomination for election by the stockholders of the Issuer is duly approved by a majority of the Continuing Directors on the Board of Directors of the Issuer at the time of such approval, either by a specific vote or by approval of the proxy statement issued by the Issuer on behalf of the entire Board of Directors of the Issuer in which such individual is named as nominee for director.

“Conversion Price” means, in respect of each Note, as of any date, \$1.00 divided by the Conversion Rate in effect on such date.

“Conversion Rate” means initially 0.138998325 shares of Common Stock per \$1.00 principal amount of Notes, subject to adjustment as set forth herein.

“Corporate Trust Office” means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office at the date of the execution of this Indenture is located at 251 Little Falls Drive, Wilmington, DE 19808, or such other address as the Trustee may designate from time to time by notice to the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Issuer).

“Credit Agreement” means (i) (A) the credit agreement, dated as of the Issue Date, among CEOC, the financial institutions named therein, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent (the “CEOC Credit Agreement”), (B) the First Lien Credit Agreement, dated as of October 11, 2013, among Caesars Entertainment Resort Properties, LLC and the other borrowers named therein, the institutions named therein and Citicorp North America, Inc., as Administrative Agent and (C) First Lien Credit Agreement, dated as of May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the institutions named therein and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, in each case, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof and (ii) whether or not the credit agreements referred to in clause (i) remain outstanding, if designated by the Issuer in connection with a concurrent refinancing of Bank Indebtedness to be included in the definition of “Credit Agreement,” one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers’ acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

“Credit Agreement Documents” means the collective reference to any Credit Agreement, any notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time.

“Cumulative Credit” means the sum of (without duplication):

(1) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period), from the first day of the fiscal quarter in which the Issue Date occurs to the end of the Issuer’s most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, in the case of such Consolidated Net Income for such period is a deficit, minus 100% of such deficit), *plus*

(2) 100% of the aggregate net cash proceeds received by the Issuer after the Issue Date from the issue or sale of Equity Interests of the Issuer (excluding Refunding Capital Stock and Disqualified Stock), including Equity Interests issued upon exercise of warrants or options (other than an issuance or sale to a Restricted Subsidiary of the Issuer or to an employee stock ownership plan or trust established by the Issuer or any of its Restricted Subsidiaries), *plus*

(3) 100% of the aggregate amount of contributions to the capital of the Issuer received in cash after the Issue Date (other than Refunding Capital Stock and Disqualified Stock), *plus*

(4) 100% of the aggregate amount received by the Issuer or any of its Restricted Subsidiaries in cash received by the Issuer or any of its Restricted Subsidiaries after the Issue Date from:

(a) the sale or other disposition (other than to the Issuer or any of its Restricted Subsidiaries) of Restricted Investments made by the Issuer and its Restricted Subsidiaries and from repurchases and redemptions in cash of such Restricted Investments from the Issuer and its Restricted Subsidiaries by any Person (other than the Issuer or any Restricted Subsidiary), in each case excluding Restricted Investments in any Unrestricted Subsidiaries, equal to the lesser of (i) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (ii) the initial amount of such Restricted Investment, or

(b) a distribution or dividend from an Unrestricted Subsidiary, *plus*

(5) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary, the Fair Market Value of the Investment of the Issuer or the Restricted Subsidiaries in such Unrestricted Subsidiary (which, if the Fair Market Value of such investment shall exceed \$25.0 million shall be approved pursuant to a board resolution by the Board of Directors) at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable).

“Daily Conversion Value” means, for each of the 20 consecutive VWAP Trading Days during any Observation Period, one-twentieth (1/20th) of the product of (i) the Conversion Rate in effect on such VWAP Trading Day and (ii) the Daily VWAP on such VWAP Trading Day.

“Daily VWAP” means, for each of the 20 consecutive VWAP Trading Days during the applicable Observation Period, the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “CZR <equity> AQR” (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such VWAP Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Issuer). The “Daily VWAP” will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

“Default” means any event which is, or after notice or passage of time or both would be, an Event of Default.

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

- (1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise,
- (2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person or any of its Restricted Subsidiaries, or

(3) is redeemable at the option of the holder thereof, in whole or in part (other than solely as a result of a change of control or asset sale),

in each case prior to 91 days after the earlier of the maturity date of the Notes or the date the Notes are no longer outstanding. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Indenture will be the maximum amount that the Issuer and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

“EBITDA” means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the Consolidated Net Income for such period plus, without duplication, to the extent the same was deducted in calculating Consolidated Net Income:

(1) Consolidated Taxes; *plus*

(2) Fixed Charges; *plus*

(3) Consolidated Depreciation and Amortization Expense; *plus*

(4) Consolidated Non-Cash Charges; *plus*

(5) any expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or the Incurrence, modification or repayment of Indebtedness permitted to be Incurred by this Indenture (including a refinancing thereof) (whether or not successful), including (i) such fees, expenses or charges related to the Incurrence of the Notes and the Bank Indebtedness and (ii) any amendment or other modification of the Notes or other Indebtedness; *plus*

(6) [Reserved]; *plus*

(7) [Reserved]; *plus*

(8) any costs or expense Incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or net cash proceeds of an issuance of Equity Interests of the Issuer (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation of the Cumulative Credit; *plus*

(9) Pre-Opening Expenses;

*less*, without duplication,

(10) non-cash items increasing Consolidated Net Income for such period (excluding the recognition of deferred revenue or any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period and any items for which cash was received in a prior period).

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any Indebtedness that is convertible into, or exchangeable for, Capital Stock).

“Ex-Dividend Date” means the first date on which shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Existing Indebtedness” means the Indebtedness of the Issuer and its Restricted Subsidiaries that is outstanding on the Issue Date.

“Fair Market Value” means, with respect to any asset or property other than cash, the price which could be negotiated in an arm’s-length transaction, for cash, between a willing seller and a willing, able and unaffiliated buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

“First-Tier Subsidiary” of any Person means a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors’ qualifying shares) shall at the time be owned directly by such Person (and not by one or more Subsidiaries of such Person).

“Fixed Charges” means, with respect to the Issuer and its Restricted Subsidiaries, on a consolidated basis, for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense for such period; and

(2) all cash and non-cash dividends paid, declared, accrued or accumulated on any series of Preferred Stock or Disqualified Stock of the Issuer or any of its Restricted Subsidiaries except for dividends payable in the Issuer’s Capital Stock (other than Disqualified Stock) or paid to the Issuer or to a Wholly Owned Restricted Subsidiary.

“Foreign Subsidiary” means a Subsidiary not organized or existing under the laws of the United States of America or any state or territory thereof or the District of Columbia and any direct or indirect subsidiary of such Subsidiary.

A “Fundamental Change” will be deemed to have occurred if any of the following occurs after the time the Original Notes are originally issued:

(1) the Issuer becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation, amalgamation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of more than 50% of the total voting power of the Voting Stock of the Issuer;



(2) the consummation of (A) any share exchange, exchange offer, tender offer, reclassification, recapitalization, consolidation, amalgamation or merger of the Issuer pursuant to which all of the Common Stock will be converted into cash, securities or other property; or (B) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, to any Person other than one of the Restricted Subsidiaries; *provided* that a transaction described in clause (A) above pursuant to which the persons that “beneficially owned”, directly or indirectly, Issuer’s Voting Stock immediately prior to such transaction “beneficially own”, directly or indirectly, at least a majority of the total voting power of all outstanding classes of Voting Stock of the surviving or transferee Person and such holders’ proportional voting power immediately after such transaction vis-à-vis each other with respect to the securities they receive in such transaction will be in substantially the same proportions as their respective voting power vis-à-vis each other immediately prior to such transaction will not constitute a “Fundamental Change”;

(3) the holders of Issuer’s Capital Stock approve any plan or proposal for the liquidation or dissolution of the Issuer (whether or not otherwise in compliance with this Indenture);

(4) the Common Stock (or other common stock underlying the Notes) ceases to be listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors); or

(5) the first day on which Continuing Directors cease to constitute at least a majority of the Board of Directors of the Issuer;

*provided, however*, a “Fundamental Change” will not be deemed to have occurred if at least 90% of the consideration paid for Common Stock in a transaction or transactions described under clause (2) above, excluding cash payments for any fractional shares and cash payments made pursuant to dissenters’ appraisal rights, consists of shares of common equity listed or quoted on The New York Stock Exchange, The NASDAQ Global Select Market, or The NASDAQ Global Market (or any of their respective successors), or will be so listed or quoted promptly after such transaction, and, as a result thereof, such consideration becomes the Reference Property for the Notes.

“GAAP” means generally accepted accounting principles in the United States set forth in the statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date. For the purposes of this Indenture, the term “consolidated” with respect to any Person shall mean such Person consolidated with its Restricted Subsidiaries and shall not include any Unrestricted Subsidiary (but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment) or any other Person that does not constitute a Subsidiary of such Person.

“Gaming Authorities” means, in any jurisdiction in which the Issuer or any of its Subsidiaries manages or conducts any casino, gaming business or activities, the applicable gaming board, commission, or other governmental gaming regulatory body or agency which (a) has, or may at any time after the Issue Date have, jurisdiction over the gaming activities of the Issuer or any of its Subsidiaries, or any successor to such authority or (b) is, or may at any time after the Issue Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

“Gaming Laws” means all applicable constitutions, treaties, laws and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over gaming, gambling or casino activities, and all rules, rulings, orders, ordinances, regulations of any Gaming Authority applicable to the gambling, casino or gaming businesses or activities of the Issuer or any of its Subsidiaries in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the Gaming Authorities.

“guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, or take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part (including, without limitation, by way of pledge of assets or through letters of credit and reimbursement agreements in respect thereof); *provided*, that the term “guarantee” does not include endorsements for collection or deposit in the ordinary course of business.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any:

- (1) currency exchange, interest rate (whether from fixed to floating or from floating to fixed) or commodity swap agreements, currency exchange, interest rate or commodity cap and/or collar agreements; and
- (2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

“holder” means the Person in whose name a Note is registered on the Registrar’s books.

“Incur” means issue, create, assume, guarantee, incur or otherwise become liable for. If any Person becomes a Restricted Subsidiary on any date after the Issue Date (including by redesignation of an Unrestricted Subsidiary or failure of an Unrestricted Subsidiary to meet the qualifications necessary to remain an Unrestricted Subsidiary), the Indebtedness and Capital Stock of such Person outstanding on such date will be deemed to have been Incurred on such date for the purposes of Section 4.03 but will not be considered the sale or issuance of Equity Interests for purposes of Section 4.06. The accretion of original issue discount will not be considered an Incurrence of Indebtedness.

“Indebtedness” means, with respect to any Person:

- (1) the principal and premium (if any) of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, including, without limitation, indebtedness evidenced by bonds, notes, debentures or similar instruments, (b) in respect of letters of credit, bankers’ acceptances or other similar instruments (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property or services (except any such balance that constitutes (i) trade payable or similar obligation to a trade creditor Incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (iii) liabilities accrued in the ordinary course of business), which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto or such services are completed, as the case may be, (d) in respect

of Capitalized Lease Obligations, and (e) representing any Hedging Obligations, if and to the extent that any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, the obligations referred to in clause (1) of another Person (other than (a) by endorsement of negotiable instruments for collection in the ordinary course of business and (b) ordinary course performance guarantees that do not guarantee Indebtedness); and

(3) all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by the specified Person of any Indebtedness of any other Person;

*provided, however*, that notwithstanding the foregoing, Indebtedness shall be deemed (A) not to include (1) Contingent Obligations Incurred in the ordinary course of business and not in respect of borrowed money; (2) deferred or prepaid revenues; (3) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; or (4) Obligations under the Master Leases (including, for the avoidance of doubt, the guarantee of such Obligations) and (B) for the avoidance of doubt, to include, without duplication, the guarantee by the Issuer of any Indebtedness of CEOC or any of the Subsidiaries of CEOC.

The amount of Indebtedness of any Person will be deemed to be:

(A) with respect to Contingent Obligations that constitute Indebtedness, the maximum liability upon the occurrence of the contingency giving rise to the obligation;

(B) with respect to Indebtedness secured by a Lien on an asset of such Person, but not otherwise the obligation, contingent or otherwise, of such Person, the lesser of (x) the Fair Market Value of such asset on the date the Lien attached and (y) the amount of such Indebtedness;

(C) with respect to any Indebtedness issued with original issue discount, the face amount of such Indebtedness less the remaining unamortized portion of the original issue discount of such Indebtedness; provided, however, that (1) the amount of Indebtedness outstanding at any date of determination will include the increase in the amount of such Indebtedness in connection with any amortization of original issue discount and (2) in the event of any bankruptcy or reorganization of the Person which has Incurred the Indebtedness, then the full face amount of such Indebtedness will be deemed to be outstanding;

(D) with respect to any Hedging Obligation, the net amount payable if the applicable Hedging agreement terminated at that time due to default by such Person; and

(E) otherwise, the outstanding principal amount thereof.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall be calculated without giving effect to, the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an Incurrence of Indebtedness under this Indenture.

“Indenture” means this Indenture as amended or supplemented from time to time.

“Interest Payment Date” has the meaning set forth in Exhibit A hereto.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

“Investment Grade Securities” means:

- (1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),
- (2) securities that have a rating equal to or higher than Baa3 (or equivalent) by Moody’s and BBB- (or equivalent) by S&P, but excluding any debt securities or loans or advances between and among the Issuer and its Restricted Subsidiaries,
- (3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment and/or distribution, and
- (4) corresponding instruments in countries other than the United States (other than Greece, Spain, Portugal or Italy) customarily utilized for high quality investments and, in each case, with maturities not exceeding two years from the date of acquisition.

“Investments” means, with respect to any Person, all direct and indirect investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees or other obligations), advances or other extensions of credit, or capital contributions (excluding travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person, as applicable, together with all items that are, or are required to be, classified as investments on a balance sheet prepared in accordance with GAAP.

If the Issuer or any Restricted Subsidiary of the Issuer (x) sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Issuer such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of the Issuer, or (y) designates any Restricted Subsidiary as an Unrestricted Subsidiary in accordance with Section 4.18, the Issuer or Restricted Subsidiary, as applicable, will be deemed to have made an Investment on the date of any such sale or disposition or designation, as applicable, equal to the Fair Market Value of the Issuer’s or Restricted Subsidiary’s Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in Section 4.04. The acquisition by the Issuer or any Restricted Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in Section 4.18. Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

“Issue Date” means the first date on which the Original Notes are issued under this Indenture.

“Last Reported Sale Price” of the Common Stock for any Trading Day means the closing sale price per share (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on that Trading Day as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant Trading Day, the “Last Reported Sale Price” will be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted, the “Last Reported Sale Price” will be the mid-point of the last bid and last ask prices for the Common Stock on the relevant Trading Day obtained by a nationally recognized independent investment banking firm selected by the Issuer for this purpose. Any such determination will be conclusive absent manifest error.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction); *provided* that in no event shall an operating lease or a Master Lease or an agreement to sell assets or property be deemed to constitute a Lien.

“Make-Whole Fundamental Change” means any event that (i) is a Fundamental Change (subject to any exceptions or exclusions to the definition thereof) or (ii) would be a Fundamental Change, but for the proviso in clause (2) of the definition of “Fundamental Change.”

“Market Capitalization” means an amount equal to (i) the total number of issued and outstanding shares of Common Stock of the Issuer on the date of the declaration of a dividend multiplied by (ii) the arithmetic mean of the Last Reported Sale Price per share of such Common Stock for the 30 consecutive Trading Days immediately preceding the date of declaration of such dividend.

“Market Disruption Event” means, if the Common Stock is listed for trading on The NASDAQ Stock Market or listed on another U.S. national or regional securities exchange, the occurrence or existence during the one-half hour period ending on the scheduled close of trading on any Scheduled Trading Day of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

“Master Lease” means each of (i) the Master Lease (CPLV), among CEOC, each Subsidiary of CEOC party thereto and CPLV Property Owner LLC as “Landlord,” (ii) the Master Lease (Non-CPLV), among CEOC, each Subsidiary of CEOC party thereto and the entities listed on Schedule A thereto as “Landlord,” (iii) the Master Lease (Joliet), among Des Plaines Development Limited Partnership and Harrah’s Joliet Landco LLC as “Landlord” and (iv) one or more additional master leases entered into pursuant to the Call Right Agreements or the Right of First Refusal Agreement, which, in the case of this clause (iv), are in a form that (A) is substantially similar in all material respects to the Master Leases referred to in clauses (i) through (iii) above, (B) taken as a whole, is not less favorable to the holders of the Notes than, the Master Leases referred to in clauses (i) through (iii) above, or (C) results from an arbitration proceeding conducted in accordance with the terms of the Call Right Agreements or the Right of First Refusal Agreement, as applicable, for which the Issuer has used or uses its good faith

best efforts to negotiate a Master Lease that complies with sub-clause (A) or (B) of this clause (iv), in each case, as amended, restated, supplemented or otherwise modified from time to time so long as such amendments, restatements, supplements or modifications are not less favorable than the terms of such agreements as in effect on the date of their initial execution, taken as a whole, to the Issuer and its Restricted Subsidiaries.

“Maturity Date” means October 1, 2024.

“MLSA” means each of (i) the Management and Lease Support Agreement (CPLV) among CEOC and Desert Palace LLC, as “Tenant,” CPLV Manager, LLC, as Manager, the Issuer, as Guarantor, and CPLV Property Owner LLC as “Landlord,” (ii) the Management and Lease Support Agreement (Non-CPLV) among CEOC and entities listed on Schedule B thereto, as “Tenant,” Non-CPLV Manager, LLC, as Manager, the Issuer, as Guarantor, and the entities listed on Schedule A thereto, as “Landlord,” (iii) the Management and Lease Support Agreement (Joliet), among Des Plaines Development Limited Partnership, as “Tenant,” Joliet Manager, LLC, as Manager, the Issuer, as Guarantor, and Harrah’s Joliet LandCo LLC as “Landlord,” and (iv) one or more additional management and lease support agreements entered into in connection with Master Leases described in clause (iv) of the definition of such term, which, in the case of this clause (iv), are either in a form that (A) is substantially similar in all material respects to the MLSAs referred to in clauses (i) through (iii) above, (B) taken as a whole, is not less favorable to the holders of the Notes than, the MLSAs referred to in clauses (i) through (iii) above, or (C) results from an arbitration proceeding conducted in accordance with the terms of the Call Right Agreements or the Right of First Refusal Agreement, as applicable, for which the Issuer has used or uses its good faith best efforts to negotiate an MLSA that complies with sub-clause (A) or (B) of this clause (iv), in each case, as amended, restated, supplemented or otherwise modified from time to time so long as such amendments, restatements, supplements or modifications are not less favorable than the terms of such agreements as in effect on the date of their initial execution, taken as a whole, to the Issuer and its Restricted Subsidiaries.

“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Net Income” means, with respect to any Person, the net income (loss) of such Person, determined on a consolidated basis in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

“Net Proceeds” means the aggregate cash proceeds received by the Issuer or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash received in respect of or upon the sale or other disposition of any non-cash consideration actually received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received), net of the direct costs relating to such Asset Sale and the sale or disposition of such non-cash consideration (including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions), taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements related thereto or whether such Asset Sale qualifies for non-recognition treatment under Section 1031 of the Code), amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required (other than pursuant to Section 4.06(b)(i)) to be paid as a result of such transaction, and any amounts as a reserve in respect of the sale price of such asset or assets in accordance with GAAP.

“New CEC Common Equity Additional Buyback Amount” shall have the meaning set forth in the Plan as in effect on the Issue Date.

“New Project” means each capital project which is either a new project or a new feature of an existing project owned by the Issuer or a Restricted Subsidiary which receives a certificate of completion or occupancy and all relevant licenses, and in fact commences operations.

“Non-Recourse Debt” means Indebtedness:

(1) as to which neither the Issuer nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender, provided that guarantees of performance by any Person shall not constitute a guarantee of a guarantor, as contemplated by clause (1)(b) so long as any such performance guarantee does not include or constitute a guarantee of Indebtedness;

(2) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness of the Issuer or any of its Restricted Subsidiaries to declare a default on any Indebtedness or cause the payment of any Indebtedness to be accelerated or payable prior to its Stated Maturity; and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Issuer or any of its Restricted Subsidiaries.

“Obligations” means all obligations (whether in existence on the Issue Date or arising afterwards, absolute or contingent, direct or indirect) for or in respect of any principal (when due upon acceleration, upon redemption, upon mandatory repayment or repurchase, or otherwise), premium, interest, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers’ acceptances), damages and other liabilities payable under the documentation governing any Indebtedness (including interest, fees and other amounts accruing during the pendency of any bankruptcy, insolvency, reorganization or similar proceeding, regardless of whether allowed or allowable in such proceeding).

“Observation Period” means, with respect to any Note surrendered for conversion, the 20 consecutive VWAP Trading Days beginning on, and including, the third VWAP Trading Day after the Conversion Date.

“Officer” means the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Issuer.

“Officer’s Certificate” means a certificate signed by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, which meets the requirements set forth in this Indenture, and delivered to the Trustee.

“Open of Business” means 9:00 a.m., New York City time.

“Operations Management Agreement” means (i) each MLSA, (ii) any other operations management agreement or shared services agreement that is in effect on the Issue Date entered into by the Issuer or any of the Restricted Subsidiaries with the Issuer or with any other direct or indirect Subsidiary of the Issuer, and (iii) in the case of each of clauses (i) and (ii), any and all modifications thereto, substitutions therefor and replacements thereof so long as such modifications, substitutions and

replacements are not materially less favorable, taken as a whole, to the Issuer and its Restricted Subsidiaries than the terms of such agreements as in effect on the Issue Date (in the case of such agreements existing on the Issue Date) or as in effect on the date of execution thereof (in the case of MLSAs entered into after the Issue Date in accordance with the terms of this Indenture).

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer or the Trustee.

“Pari Passu Indebtedness” means, with respect to the Issuer, the Notes and any Indebtedness which ranks pari passu in right of payment to the Notes.

“Permitted Investments” means:

- (1) any Investment in the Issuer or any of its Restricted Subsidiaries;
- (2) any Investment in Cash Equivalents or Investment Grade Securities;
- (3) any Investment by the Issuer or any Restricted Subsidiary in a Person if as a result of such Investment (a) such Person becomes a Restricted Subsidiary of the Issuer, or (b) such Person, in one transaction or a series of related transactions, is merged or consolidated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary of the Issuer;
- (4) any Investment in securities or other assets not constituting Cash Equivalents and received as consideration in connection with an Asset Sale made pursuant to and in compliance with the provisions of Section 4.06 or any other disposition of assets not constituting an Asset Sale;
- (5) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date or any Investment consisting of any extension or renewal of any Investment existing on the Issue Date on the same terms as in existence on the Issue Date; *provided* that the amount of any such Investment may be increased as required by the terms of such Investment as in existence on the Issue Date;
- (6) [Reserved];
- (7) any Investment acquired by the Issuer or any Restricted Subsidiary from persons who are not Affiliates (a) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;
- (8) Investments represented by Hedging Obligations permitted under Section 4.03(b)(x);
- (9) any Investment by the Issuer or any Restricted Subsidiary in a Similar Business having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (9) that are at that time outstanding, not to exceed \$300.0 million at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and



without giving effect to subsequent changes in value); *provided, however*, that if any Investment pursuant to this clause (9) is made in any Person that is not a Restricted Subsidiary at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (9) for so long as such Person continues to be a Restricted Subsidiary;

(10) additional Investments by the Issuer or any Restricted Subsidiary having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (10) that are at that time outstanding, not to exceed \$650.0 million at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided, however*, that if any Investment pursuant to this clause (10) is made in any Person that is not a Restricted Subsidiary at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (10) for so long as such Person continues to be a Restricted Subsidiary;

(11) (x) loans and advances to officers or employees for business-related travel expenses, moving expenses and other similar expenses, in each case Incurred in the ordinary course of business or consistent with past practice and (y) advances to employees in an aggregate principal amount not to exceed \$10.0 million at any one time outstanding;

(12) Investments the payment for which consists of Equity Interests of the Issuer (other than Disqualified Stock), *provided, however*, that such Equity Interests will not increase the amount available for Restricted Payments under clauses (2) or (3) of the definition of “Cumulative Credit”;

(13) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of Section 4.07(b) (except transactions described in clauses (ii), (viii), (xi) and (xii) of such Section);

(14) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons in the ordinary course of business and consistent with past practice;

(15) [Reserved];

(16) Investments consisting of (a) any grant of any non-exclusive license or sublicense of patents, trademarks, know-how or any other intellectual property in the ordinary course of business; or (b) any grant of any exclusive license or sublicense of patents, trademarks, know-how or any other intellectual property in the ordinary course of business for which the Issuer or a Restricted Subsidiary receives Fair Market Value and which would not materially impair or degrade the value or goodwill of such patents, trademarks, know-how or other intellectual property;

(17) [Reserved];

(18) [Reserved];

(19) [Reserved];

(20) additional Investments in joint ventures not to exceed at any one time in the aggregate outstanding under this clause (20), having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (20) that are at that time outstanding, of \$300.0 million; *provided, however*, that if any Investment pursuant to this clause (20) is made in any Person that is not a Restricted Subsidiary at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (20) for so long as such Person continues to be a Restricted Subsidiary;

(21) Investments of a Restricted Subsidiary acquired after the Issue Date or of an entity merged into, amalgamated with or consolidated with the Issuer or a Restricted Subsidiary in a transaction that is not prohibited by Section 5.01 after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(22) any Investment in any Subsidiary of the Issuer or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business and consistent with past practice; and

(23) Investments in Unrestricted Subsidiaries having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (23) that are at that time outstanding, not to exceed \$200.0 million at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value).

With respect to clauses (9), (10), (20) and (23) above, if any such proposed Permitted Investment or series of related Permitted Investments involves the transfer of assets or property, other than cash, then prior to making any such Permitted Investment or series of related Permitted Investments, the Issuer will deliver to the Trustee an Officer's Certificate stating that the disinterested members of the Board of Directors of the Issuer have determined, based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the value of any such investment exceeds \$75.0 million, that the Investment (or series of related Investments) is permitted, setting forth the basis upon which the calculations required by such to clauses (9), (10), (20) and (23) were computed, together with a copy of any required resolutions of the Board of Directors and of any fairness opinion or appraisal required by this Indenture.

"Permitted Liens" means, with respect to any Person:

(1) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for taxes contested in good faith or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet delinquent or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) solely with respect to Restricted Subsidiaries of the Issuer, Liens securing Obligations in an aggregate principal amount not to exceed the aggregate principal amount of Indebtedness Incurred pursuant to Section 4.03(a);

(7) Liens existing on the Issue Date after giving effect to the Transactions (other than those permitted by clause (6) of this definition) and Liens required to be Incurred, to the extent required, pursuant to the Master Leases, provided that, except as permitted by this paragraph (7) pursuant to any Master Lease, in no event shall the Issuer, subsequent to the Issue Date, directly or indirectly create, Incur, assume or suffer to exist any Lien on the Capital Stock or Equity Interests of (i) any Subsidiary that is a First-Tier Subsidiary of the Issuer on the Issue Date or (ii) any newly-created First-Tier Subsidiary of the Issuer that, subsequent to the Issue Date, acquires or otherwise owns or controls any Equity Interests of such First-Tier Subsidiaries identified in clause (i) of this paragraph (7);

(8) Liens on assets, property or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (including any after acquired property to the extent it would have been subject to the original Lien); provided, however: that (1) such Liens are not created or Incurred in connection with, or in contemplation of, such other Person becoming such a Restricted Subsidiary and (2) that such Liens may not extend to any other property owned by the Issuer or any Restricted Subsidiary (other than such Person becoming a Subsidiary and Subsidiaries of such Person);

(9) Liens on assets or property or shares of Capital Stock at the time the Issuer or a Restricted Subsidiary acquired the assets or property or shares of Capital Stock, including any acquisition by means of a merger, consolidation or amalgamation with or into the Issuer or any Restricted Subsidiary; provided, however, that such Liens (other than Liens to secure Indebtedness incurred pursuant to clause (xvi) of Section 4.03(b)) are not created or Incurred in connection with, or in contemplation of, such acquisition or transaction; provided, further, however, that the Liens may not extend to any other property owned by the Issuer or any Restricted Subsidiary (other than pursuant to after acquired property clauses in effect with respect to such Lien at the time of acquisition or property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);

- (10) [Reserved];
- (11) Liens securing Hedging Obligations permitted to be Incurred under this Indenture; *provided* that with respect to Hedging Obligations relating to Indebtedness, such Lien extends only to the assets securing such Indebtedness;
- (12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;
- (13) leases (including, without limitation, the Master Leases) and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Issuer or any Restricted Subsidiary;
- (14) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases entered into by the Issuer and the Restricted Subsidiaries in the ordinary course of business;
- (15) solely with respect to Restricted Subsidiaries of the Issuer, Liens in favor of the Issuer or any Restricted Subsidiary;
- (16) [Reserved];
- (17) deposits made in the ordinary course of business to secure liability to insurance carriers;
- (18) [Reserved];
- (19) grants of software and other technology licenses in the ordinary course of business;
- (20) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness (or Master Lease, in the case of clause (7)) secured by any Lien referred to in the foregoing clauses (6), (7), (8), (9), (11) and (15); *provided*, however, that (x) such new Lien shall be limited to all or part of the same property (including any after acquired property to the extent it would have been subject to the original Lien) that secured the original Lien (plus improvements on such property), and (y) if such Liens secure Indebtedness, the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (9), (11) and (15) at the time the original Lien became a Permitted Lien under this Indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement; *provided further*, however, that in the case of any Liens to secure any refinancing, refunding, extension or renewal of Indebtedness secured by a Lien referred to in clause (6), the principal amount of any Indebtedness Incurred for such refinancing, refunding, extension or renewal shall be deemed secured by a Lien under clause (6);

(21) Liens on equipment of the Issuer or its Restricted Subsidiaries granted in the ordinary course of business to the client of the Issuer or the applicable Restricted Subsidiary at which such equipment is located;

(22) judgment and attachment Liens not giving rise to an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(23) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(24) Liens Incurred to secure cash management services or to implement cash pooling arrangements in the ordinary course of business;

(25) [Reserved];

(26) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to, and required by, any joint venture or similar agreement, entered into in the ordinary course of business and consistent with past practice;

(27) [Reserved];

(28) Liens arising by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository or financial institution;

(29) [Reserved];

(30) easements, covenants, rights of way or similar instruments described in (q) of the definition of "Asset Sale" or otherwise entered into in connection with the Transactions, which in each case do not materially impact a Project in an adverse manner; and

(31) the filing of a reversion, subdivision or final map(s), record(s) of survey and/or amendments to any of the foregoing over Real Property held by the Issuer or a Restricted Subsidiary designed (A) to merge one or more of the separate parcels thereof together so long as the entirety of each such parcel shall be owned by the Issuer or a Restricted Subsidiary, (B) to separate one or more of the parcels thereof together so long as the entirety of each resulting parcel shall be owned by the Issuer or a Restricted Subsidiary.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Plan" means that certain confirmed Third Amended Joint Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code for Caesars Entertainment Operating Company and certain affiliated debtors filed on January 13, 2017 in the jointly administered proceedings commenced by Caesars Entertainment Operating Company, Inc. and certain affiliated debtors, titled *In re Caesars Entertainment Operating Company, Inc., et al.*, Case No. 15-01145 (Bankr. N.D. Ill.) under Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the Northern District of Illinois.

“Pre-Opening Expenses” means, with respect to any fiscal period, the amount of expenses (other than interest expense) incurred with respect to capital projects that are classified as “pre-opening expenses,” “project open costs” or any similar or equivalent caption on the applicable financial statements of the Issuer and the Restricted Subsidiaries for such period, prepared in accordance with GAAP and consistent with industry practice.

“Preferred Stock” means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution, or winding up.

“Project” means each project of the Issuer or a Restricted Subsidiary to develop, construct or operate a Similar Business which is either a New Project or a new feature of an existing Project.

“Rating Agency” means (1) each of Moody’s and S&P and (2) if Moody’s or S&P ceases to rate the Notes for reasons outside of the Issuer’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act selected by the Issuer or any direct or indirect parent of the Issuer as a replacement agency for Moody’s or S&P, as the case may be.

“Real Property” means, collectively, all right, title and interests (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all buildings, structures, parking areas and improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

“Record Date” has the meaning specified in Exhibit A hereto.

“Representative” means the trustee, agent or representative (if any) for an issue of Indebtedness; *provided* that if, and for so long as, such Indebtedness lacks such a Representative, then the Representative for such Indebtedness shall at all times constitute the holder or holders of a majority in outstanding principal amount of obligations under such Indebtedness.

“Restricted Cash” means cash and Cash Equivalents held by Restricted Subsidiaries that is contractually restricted from being distributed to the Issuer, except for (i) such cash and Cash Equivalents subject only to such restrictions that are contained in agreements governing Indebtedness permitted under this Indenture and that is secured by such cash or Cash Equivalents and (ii) cash and Cash Equivalents constituting customary “cage cash.”

“Restricted Holders” means (i) Hamlet Holdings, LLC and any of its Affiliates, (ii) Apollo Global Management, LLC and any of its Affiliates and (iii) TPG Capital, L.P. and any of its Affiliates, including, in each case, for the avoidance of doubt, any of their respective portfolio companies. For the avoidance of doubt, Restricted Holders shall not include the Issuer or any of its Subsidiaries.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Subsidiary” means, with respect to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Indenture, all references to Restricted Subsidiaries shall mean Restricted Subsidiaries of the Issuer.

“Reversion Date” means the date on which one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the credit rating assigned to the Notes below an Investment Grade Rating.

“Right of First Refusal Agreement” means the Right of First Refusal Agreement, by and between the Issuer and VICI Properties LP.

“S&P” means Standard & Poor’s Ratings Group or any successor to the rating agency business thereof.

“Sale/Leaseback Transaction” means an arrangement relating to property now owned or hereafter acquired by the Issuer or a Restricted Subsidiary whereby the Issuer or a Restricted Subsidiary transfers such property to another Person and the Issuer or such Restricted Subsidiary leases it from such Person, other than leases between the Issuer and a Restricted Subsidiary or between Restricted Subsidiaries.

“Scheduled Trading Day” means a day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not listed or admitted for trading, “Scheduled Trading Day” means a Business Day.

“SEC” means the Securities and Exchange Commission.

“Secured Indebtedness” means any Indebtedness secured by a Lien.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Significant Subsidiary” means any Restricted Subsidiary that would be a “Significant Subsidiary” of the Issuer within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC (or any successor provision).

“Similar Business” means any business conducted by the Issuer and its Subsidiaries as of the Issue Date and any reasonable extension, development or expansion thereof or any business or activity of the kind that is reasonably similar, related or complementary thereto or incidental or ancillary thereto.

“Stated Maturity” means (i) with respect to any Indebtedness, the date specified as the fixed date on which the final installment of principal of such Indebtedness is due and payable or (ii) with respect to any scheduled installment of principal of, or interest on, any Indebtedness, the date specified as the fixed date on which such installment is due and payable, as set forth in the documentation governing such Indebtedness, not including any contingent obligation to repay, redeem or repurchase prior to the regularly scheduled date for payment.

“Subordinated Indebtedness” means any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes.

“Subsidiary” means, with respect to any Person, (1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other

Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture or limited liability company of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Suspension Period” means the period of time between a Covenant Suspension Event and the related Reversion Date.

“Third Party Master Lease” means any master lease entered into between the Issuer or a Restricted Subsidiaries of the Issuer, on the one hand, and any third-party landlord that is not an Affiliate of the Issuer or any of its Subsidiaries, on the other hand, with respect to any leased property, the primary use of which shall be the operation or development of a hotel, casino, simulcasting facility, card club, racetrack, dogtrack or other gaming and gambling facility and any ancillary retail and/or entertainment facilities customary for any of the foregoing, which master lease shall be in a form that (A) is substantially similar in all material respects to the Master Leases referred to in clauses (i) through (iv) of the definition of “Master Lease” or (B) taken as a whole, is not less favorable to the holders of the Notes than, the Master Leases referred to in clauses (i) through (iv) of the definition of “Master Lease.”

“TIA” or “Trust Indenture Act” means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbb) as in effect on the date of this Indenture.

“Trading Day” means a Scheduled Trading Day on which (i) there is no Market Disruption Event, and (ii) trading in the Common Stock generally occurs on The NASDAQ Stock Market or, if the Common Stock is not then listed on The NASDAQ Stock Market, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, “Trading Day” means a “Business Day.”

“Transactions” means (i) the issuance of the Notes and the entry into of the CEOC Credit Agreement, (ii) the formation of VICI Properties LP and its Subsidiaries and the transfer of assets from the Issuer and its Subsidiaries to VICI Properties LP and its Subsidiaries as contemplated by the Plan, (iii) the execution, delivery and performance of each Master Lease in clauses (i) through (iv) of the definition of Master Lease and each MLSA identified in clauses (i) through (iv) of the definition of MLSA, (iv) the merger of Caesars Acquisition Company with and into the Issuer, with the Issuer remaining as the surviving entity, (v) other transactions referred to in or expressly contemplated by the Plan and (vi) in each case, the other transactions expressly contemplated by or entered into in connection therewith.

“Transfer Agent” means, initially, Computershare Trust Company, N.A., in its capacity as the transfer agent for the Common Stock, and any successor entity acting in such capacity.

“Trust Officer” means:

(1) any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person’s knowledge of and familiarity with the particular subject, and



(2) who shall have direct responsibility for the administration of this Indenture.

“Trustee” means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

“Uniform Commercial Code” or “UCC” means the New York Uniform Commercial Code as in effect from time to time.

“Unrestricted Subsidiary” means any Subsidiary of the Issuer that is designated by the Board of Directors of the Issuer as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by Section 4.07, is not party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary of the Issuer unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Issuer or such Restricted Subsidiary than those that could be obtained at the time from Persons who are not Affiliates of the Issuer;

(3) is a Person with respect to which neither the Issuer nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person’s financial condition or to cause such Person to achieve any specified levels of operating results, *provided* that, clause (a) shall not apply to the extent the Issuer or any Restricted Subsidiaries is able to make, and does make, any such subscription by using an available Permitted Investment; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Issuer or any of its Restricted Subsidiaries.

As of the Issue Date, the companies identified on Schedule I to this Indenture are the Unrestricted Subsidiaries.

“Voting Stock” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors, managers or other governing body of such Person.

“VWAP Market Disruption Event” means (i) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted to trading to open for trading during its regular trading session or (ii) the occurrence or existence, prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than a one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant securities exchange or otherwise) in the Common Stock or in any options contracts or future contracts relating to the Common Stock.

“VWAP Trading Day” means a Scheduled Trading Day on which (i) there is no VWAP Market Disruption Event and (ii) trading in the Common Stock generally occurs on The NASDAQ Stock Market or, if the Common Stock is not then listed on The NASDAQ Stock Market, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, “VWAP Trading Day” means a “Business Day.”

“Weighted Average Life to Maturity” means, when applied to any Indebtedness or Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing (1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by (2) the sum of all such payments.

“Wholly Owned Restricted Subsidiary” is any Wholly Owned Subsidiary that is a Restricted Subsidiary.

“Wholly Owned Subsidiary” of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors’ qualifying shares or shares required to be held by Foreign Subsidiaries) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

<b><u>Term</u></b>	<b><u>Defined in Section</u></b>
“Affiliate Transaction”	4.07(a)
“Agent Members”	Appendix A
“Applicable Price”	10.07(c)
“Asset Sale Offer”	4.06(b)(ii)
“Asset Sale Offer Period”	4.06(e)
“Bankruptcy Law”	6.01(j)
“Clause A Distribution”	10.05(c)
“Clause B Distribution”	10.05(c)
“Clause C Distribution”	10.05(c)
“Clearstream”	Appendix A
“Collective Election”	10.08(a)
“Conversion Agent”	2.04(a)
“Conversion Date”	10.02(a)
“Conversion Notice”	10.02(a)
“Conversion Shares”	10.03(a)(iv)
“Covenant Suspension Event”	4.16
“Custodian”	6.01
“Definitive Note”	Appendix A
“Depository”	Appendix A
“Disqualified Holder”	2.15
“Distributed Property”	10.05(c)
“Euroclear”	Appendix A
“Event of Default”	6.01
“Excess Proceeds”	4.06(b)
“Fundamental Change Expiration Time”	11.03(a)(i)
“Fundamental Change Notice”	11.02(a)
“Fundamental Change Purchase Date”	11.01
“Fundamental Change Purchase Offer”	11.01
“Fundamental Change Purchase Price”	11.01
“Global Notes”	Appendix A
“Global Notes Legend”	Appendix A
“Increased Amount”	4.12(d)
“Initial Default”	6.01
“Issuer”	Preamble
“Make-Whole Applicable Increase”	10.07(b)
“Make-Whole Cap”	10.07(b)
“Make-Whole Consideration”	10.07(a)
“Make-Whole Conversion Period”	10.07(a)
“Make-Whole Effective Date”	10.07(b)
“Mandatory Conversion”	10.13(a)
“Mandatory Conversion Date”	10.13(b)
“Mandatory Conversion Notice”	10.13(b)
“Mandatory Conversion Notice Date”	10.13(b)
“Mandatory Conversion Trigger Period”	10.13(a)
“Mandatory Redemption Price”	2.15
“Notes”	Recitals
“Notes Custodian”	Appendix A
“Notice of Default”	6.01

<u>Term</u>	<u>Defined in Section</u>
“Offer Expiration Date”	10.05(e)
“Original Notes”	Recitals
“Paying Agent”	2.04(a)
“protected purchaser”	2.08
“Reference Property”	10.08(a)
“Refinancing Indebtedness”	4.03(b)(xv)
“Refunding Capital Stock”	4.04(b)(ii)
“Registrar”	2.04(a)
“Restricted Payments”	4.04(a)
“Retired Capital Stock”	4.04(b)(ii)
“Settlement Amount”	10.03(a)(ii)
“Share Exchange Event”	10.08(a)
“Spin-Off”	10.05(c)
“Successor Issuer”	5.01(a)(i)
“Suspended Covenants”	4.16
“Trigger Event”	10.05(c)
“Valuation Period”	10.05(c)

SECTION 1.03 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated in and made part of this Indenture. The following TIA terms have the following meanings:

“Commission” means the SEC.

“indenture securities” means the Notes.

“indenture security holder” means a holder.

“indenture to be qualified” means this Indenture.

“indenture trustee” or “institutional trustee” means the Trustee.

“obligor” on the indenture securities means the Issuer and any other obligor on the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04 Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) “or” is not exclusive;
- (d) “including” means including without limitation;

- (e) words in the singular include the plural and words in the plural include the singular;
- (f) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely by virtue of its nature as unsecured Indebtedness;
- (g) the principal amount of any non-interest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the issuer thereof dated such date prepared in accordance with GAAP;
- (h) the principal amount of any Preferred Stock shall be (i) the maximum liquidation value of such Preferred Stock or (ii) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater;
- (i) unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP; and
- (j) “\$” and “U.S. dollars” each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts.

## **Article II.**

### **THE NOTES**

SECTION 2.01 Amount of Notes. The aggregate principal amount of Original Notes which may be authenticated and delivered under this Indenture on the Issue Date is \$1,119,060,000.

The Issuer may from time to time after the Issue Date issue Additional Notes under this Indenture in an unlimited principal amount, so long as (i) the Incurrence of the Indebtedness represented by such Additional Notes is at such time permitted by Section 4.03 and (ii) such Additional Notes are issued in compliance with the other applicable provisions of this Indenture. With respect to any Additional Notes issued after the Issue Date (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.07, 2.08, 4.06(f), 11.06 or Appendix A), there shall be (a) established in or pursuant to a resolution of the Board of Directors and (b) (i) set forth or determined in the manner provided in an Officer’s Certificate or (ii) established in one or more indentures supplemental hereto, prior to the issuance of such Additional Notes:

- (1) the aggregate principal amount of such Additional Notes which may be authenticated and delivered under this Indenture;
- (2) the issue price and issuance date of such Additional Notes, including the date from which interest on such Additional Notes shall accrue; and
- (3) if applicable, that such Additional Notes shall be issuable in whole or in part in the form of one or more Global Notes and, in such case, the respective depositories for such Global Notes, the form of any legend or legends which shall be borne by such Global Notes in addition to or in lieu of those set forth in Exhibit A hereto and any circumstances in addition to or in lieu of those set forth in Section 2.2 of Appendix A in which any such Global Note may be exchanged in whole or in part for Additional Notes registered, or any transfer of such Global Note in whole or in part may be registered, in the name or names of Persons other than the depository for such Global Note or a nominee thereof.

If any of the terms of any Additional Notes are established by action taken pursuant to a resolution of the Board of Directors, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officer's Certificate or an indenture supplemental hereto setting forth the terms of the Additional Notes.

The Original Notes, including any Additional Notes, shall be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if the Additional Notes are not fungible with the Original Notes for U.S. federal income tax purposes, such Additional Notes will have a separate CUSIP number, if applicable.

SECTION 2.02 Form and Dating. Provisions relating to the Notes are set forth in Appendix A, which is hereby incorporated in and expressly made a part of this Indenture. The (i) Original Notes and the Trustee's certificate of authentication and (ii) any Additional Notes and the Trustee's certificate of authentication shall each be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made a part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Issuer is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Issuer). Each Note shall be dated the date of its authentication. The Notes shall be issuable only in registered form without interest coupons and in denominations of \$100 and any integral multiples of \$1.00 in excess thereof; *provided* that Notes may be issued in denominations of less than \$100 solely to accommodate book-entry positions that have been created by the Depository in denominations of less than \$100.

SECTION 2.03 Execution and Authentication. The Trustee shall authenticate and make available for delivery upon a written order of the Issuer signed by one Officer (a) Original Notes for original issue on the date of this Indenture in an aggregate principal amount of \$1,119,060,000, (b) subject to the terms of this Indenture, Additional Notes in an aggregate principal amount to be determined at the time of issuance and specified therein. Such order shall specify the amount of separate Note certificates to be authenticated, the principal amount of each of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, whether the Notes are to be Original Notes or Additional Notes, the registered holder of each of the Notes and delivery instructions. Notwithstanding anything to the contrary in this Indenture or Appendix A, any issuance of Additional Notes after the Issue Date shall be in a principal amount of at least \$100 and integral multiples of \$1.00 in excess of \$100.

One Officer shall sign the Notes for the Issuer by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee may appoint one or more authenticating agents reasonably acceptable to the Issuer to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

#### SECTION 2.04 Registrar, Paying Agent and Conversion Agent.

(a) The Issuer shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (the “Registrar”), (ii) an office or agency where Notes may be presented for payment (the “Paying Agent”) and (iii) an office or agency where the Notes may be presented for conversion (the “Conversion Agent”). The Registrar shall keep a register of the Notes and of their transfer, exchange, repurchase, redemption and conversion. The Issuer may have one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrars. The term “Paying Agent” includes the Paying Agent and any additional paying agents. The Issuer initially appoints the Trustee as Registrar, Paying Agent and the Notes Custodian with respect to the Global Notes and Computershare Inc. or one of its affiliates as Conversion Agent.

(b) The Issuer may enter into an appropriate agency agreement with any Registrar, Paying Agent or Conversion Agent not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee in writing of the name and address of any such agent. If the Issuer fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Issuer or any of its domestically organized Wholly Owned Subsidiaries may act as Paying Agent, Registrar or Conversion Agent.

(c) The Issuer may remove any Registrar, Paying Agent or Conversion Agent upon written notice to such Registrar, Paying Agent or Conversion Agent and to the Trustee; *provided, however*, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar, Paying Agent or Conversion Agent, as the case may be, and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as Registrar, Paying Agent or Conversion Agent until the appointment of a successor in accordance with clause (i) above. The Registrar, Paying Agent or Conversion Agent may resign at any time upon written notice to the Issuer and the Trustee; *provided, however*, that the Trustee may resign as Paying Agent, Registrar or Conversion Agent only if the Trustee also resigns as Trustee in accordance with Section 7.08.

SECTION 2.05 Paying Agent to Hold Money in Trust. Prior to each due date of the principal of and cash interest on any Note, the Issuer shall deposit with each Paying Agent (or if the Issuer or a Wholly Owned Subsidiary is acting as Paying Agent, segregate and hold in trust for the benefit of the Persons entitled thereto) a sum sufficient to pay such principal and cash interest when so becoming due. The Issuer shall require each Paying Agent (other than the Trustee) to agree in writing that a Paying Agent shall hold in trust for the benefit of holders or the Trustee all money held by a Paying Agent for the payment of principal of and cash interest on the Notes, and shall notify the Trustee of any default by the Issuer in making any such payment. If the Issuer or a Wholly Owned Subsidiary acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it in trust for the benefit of the Persons entitled thereto. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section, a Paying Agent shall have no further liability for the money delivered to the Trustee.

SECTION 2.06 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of holders. If the Trustee is not the Registrar, the Issuer shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of holders.

SECTION 2.07 Transfer and Exchange. The Notes shall be issued in registered form and shall be transferable only upon the surrender of a Note for registration of transfer and in compliance with Appendix A. When a Note is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested if its requirements therefor are met. When Notes are presented to the Registrar with a request to exchange them for an equal principal amount of Notes of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Notes at the Registrar's request. The Issuer may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Issuer shall not be required to make, and the Registrar need not register, transfers or exchanges of Notes selected for redemption (except, in the case of Notes to be redeemed in part, the portion thereof not to be redeemed) or of any Notes for a period of 15 days before a selection of Notes to be redeemed.

Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, the Paying Agent and the Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any holder of a beneficial interest in a Global Note shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (a) the holder of such Global Note (or its agent) or (b) any holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

None of the Trustee, the Paying Agent or the Registrar shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depository participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.08 Replacement Notes. If a mutilated Note is surrendered to the Registrar or if the holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the holder (a) satisfies the Issuer and the Trustee within a reasonable time after such holder has notice of such loss, destruction or wrongful taking and the



Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Issuer and the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a “protected purchaser”) and (c) satisfies any other reasonable requirements of the Issuer and the Trustee. If required by the Trustee or the Issuer, such holder shall furnish an indemnity bond sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, the Paying Agent and the Registrar from any loss or liability that any of them may suffer if a Note is replaced and subsequently presented or claimed for payment. The Issuer and the Trustee may charge the holder for their expenses in replacing a Note (including without limitation, attorneys’ fees and disbursements in replacing such Note). In the event any such mutilated, lost, destroyed or wrongfully taken Note has become or is about to become due and payable, the Issuer in its discretion may pay such Note instead of issuing a new Note in replacement thereof.

Every replacement Note is an additional obligation of the Issuer.

The provisions of this Section 2.08 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Notes.

**SECTION 2.09 Outstanding Notes.** Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding. Subject to Section 13.06, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.08 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a protected purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.08.

If a Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal and interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and no Paying Agent is prohibited from paying such money to the holders on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

**SECTION 2.10 [Reserved].**

**SECTION 2.11 Cancellation.** The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and each Paying Agent and Conversion Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, conversion, repurchase, redemption or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, conversion, repurchase, redemption, payment or cancellation and shall dispose of canceled Notes in accordance with its customary procedures. The Issuer may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee for cancellation. The Trustee shall not authenticate Notes in place of canceled Notes other than pursuant to the terms of this Indenture.

**SECTION 2.12 Defaulted Interest.** If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay the defaulted interest then borne by the Notes (*plus* 1% per year and interest on such defaulted interest to the extent lawful) in any lawful manner. The Issuer may pay the defaulted interest to the Persons who are holders on a subsequent special record date. The Issuer shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed to each affected holder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.13 CUSIP Numbers, ISINs, Etc. The Issuer in issuing the Notes may use CUSIP numbers, ISINs and “Common Code” numbers (if then generally in use) and, if so, the Trustee shall use CUSIP numbers, ISINs and “Common Code” numbers in notices of redemption as a convenience to holders; *provided, however*, that any such notice may state that no representation is made as to the correctness of such numbers, either as printed on the Notes or as contained in any notice of a redemption that reliance may be placed only on the other identification numbers printed on the Notes and that any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer shall advise the Trustee of any change in the CUSIP numbers, ISINs and “Common Code” numbers.

SECTION 2.14 Calculation of Principal Amount of Notes. The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes at such date of determination. With respect to any matter requiring consent, waiver, approval or other action of the holders of a specified percentage of the principal amount of all the Notes, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Notes, the holders of which have so consented, by (b) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with the preceding sentence, Section 2.09 and Section 13.06 of this Indenture. Any such calculation made pursuant to this Section 2.14 shall be made by the Issuer and delivered to the Trustee pursuant to an Officer’s Certificate.

SECTION 2.15 Mandatory Disposition Pursuant to Gaming Laws. Each Person that holds or acquires beneficial ownership of any of the Notes shall be deemed to have agreed, by accepting such Notes, that if any Gaming Authority requires such Person to be approved, licensed, qualified or found suitable under applicable Gaming Laws, such holder or beneficial owner, as the case may be, shall apply for approval or a license, qualification or finding of suitability within the required time period.

If a Person fails to apply for approval or a license, qualification or finding of suitability within 30 days after being requested to do so (or such lesser period as required by the Gaming Authority) or is notified by a Gaming Authority that it shall not be approved, licensed, qualified or found suitable (a “Disqualified Holder”), the Issuer shall have the right, at its election, (1) to require such Person to dispose of its Notes or beneficial interest therein within 30 days of receipt of notice of such election or such earlier date as may be required by such Gaming Authority or (2) by notice given at least 30 days, but not more than 60 days, before the redemption date, to redeem such Notes at a redemption price that, unless otherwise directed by such Gaming Authority, shall be at a redemption price that is equal to (a) the price required by applicable law or by order of any Gaming Authority, if applicable, or (b) the lesser of (1) the price that such person paid for the Notes (which will be deemed to be 100% of the principal amount of the Notes with respect to the issuance of the Original Notes on the Issue Date) and (2) 100% of the principal amount of the Notes (the “Mandatory Redemption Price”), in each case, plus accrued and unpaid interest, if any, to the earlier of (x) the redemption date or (y) the date of the denial of an approval or a license or qualification and/or a finding of unsuitability by the Gaming Authority, which may be less than 30 days following the notice of redemption.

Immediately upon a determination by a Gaming Authority that a holder of Notes shall not be approved, licensed, qualified or found suitable, such Person shall not have any further rights with respect to the Notes to:

(a) exercise, directly or indirectly, any right conferred by the Notes; or

(b) receive any interest or any other distribution or payment with respect to the Notes, or any remuneration in any form from the Issuer for services rendered or otherwise, except the Mandatory Redemption Price plus accrued and unpaid interest, if any, to the earlier of (x) the redemption date or (y) the date of the denial of an approval or a license or qualification and/or a finding of unsuitability by the Gaming Authority, which may be less than 30 days following the notice of redemption.

The Issuer shall notify the Trustee and applicable Gaming Authority in writing of any such redemption as soon as practicable. The Issuer shall not be responsible for any costs or expenses any such holder may incur in connection with its application for a license, qualification or finding of suitability.

### **Article III.**

#### **NO REDEMPTION**

SECTION 3.01 No Redemption. Except as set forth in Section 2.15, the Notes are not subject to redemption or any sinking fund payments.

### **Article IV.**

#### **COVENANTS**

SECTION 4.01 Payment of Notes. The Issuer shall promptly pay the principal of and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. An installment of principal of or interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds as of 12:00 p.m. (New York City time) money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest on overdue principal at the rate borne by the Notes, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

SECTION 4.02 Reports and Other Information.

(a) Notwithstanding that the Issuer may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Issuer shall file with the SEC (and provide the Trustee and holders with copies thereof, without cost to each holder, within 15 days after it is required to file them with the SEC),

(i) within the time period specified in the SEC's rules and regulations for non-accelerated filers, annual reports on Form 10-K (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form), except to the extent permitted to be excluded by the SEC;

(ii) within the time period specified in the SEC's rules and regulations for non-accelerated filers, reports on Form 10-Q (or any successor or comparable form) containing the information required to be contained therein (or required in such successor or comparable form), except to the extent permitted to be excluded by the SEC;

(iii) promptly from time to time after the occurrence of an event required to be therein reported (and in any event within the time period specified in the SEC's rules and regulations), such other reports on Form 8-K (or any successor or comparable form), except to the extent permitted to be excluded by the SEC; and

(iv) any other information, documents and other reports which the Issuer would be required to file with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act;

*provided, however*, that the Issuer shall not be so obligated to file such reports with the SEC if the SEC does not permit such filing, in which event the Issuer will make available such information to prospective purchasers of Notes in addition to providing such information to the Trustee and the holders, in each case within 15 days after the time the Issuer would be required to file such information with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act.

(b) All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on the Issuer's consolidated financial statements by the Issuer's certified independent accountants. In addition, the Issuer will post the reports on its website within the time periods specified in the rules and regulations applicable to such reports and the Issuer will file a copy of each of the reports referred to in sub-clauses (i), (ii) and (iii) of clause (a) above with the SEC for public availability within those time periods (unless the SEC will not accept such a filing).

(c) If the Issuer has designated any of its Subsidiaries as Unrestricted Subsidiaries and if any such Unrestricted Subsidiaries or any group of Unrestricted Subsidiaries, if taken together as one Subsidiary, would constitute a Significant Subsidiary of the Issuer, then the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer.

The Issuer will make such information available to prospective investors upon request. In addition, the Issuer has agreed that, for so long as any Notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the Exchange Act, or otherwise permitted to furnish the SEC with certain information pursuant to Rule 12g3-2(b) of the Exchange Act, it will furnish to the holders of the Notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Notwithstanding the foregoing, the Issuer will be deemed to have furnished such reports referred to above to the Trustee and the holders if the Issuer has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available.

(d) The Issuer will also hold quarterly conference calls, beginning with the first fiscal quarter ending after the Issue Date, for all holders of the Notes, prospective investors, and securities analysts to discuss such financial information (which conference call may be satisfied by an earnings conference call by the Issuer consistent with past practice) no later than ten Business Days after the distribution of such information required by clauses (i) or (ii) of Section 4.02(a) and, prior to the date of each such conference call, will announce the time and date of such conference call and either include all information necessary to access the call or inform holders of the Notes, prospective investors and securities analysts how they can obtain such information, including, without limitation, the applicable password or login information (if applicable).

SECTION 4.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, Incur, contingently or otherwise, any Indebtedness (including Acquired Indebtedness) or issue any shares of Disqualified Stock; and (ii) the Issuer shall not permit any of the Restricted Subsidiaries to issue any shares of Preferred Stock; *provided, however*, that the Issuer and its Restricted Subsidiaries may Incur, contingently or otherwise, any Indebtedness (including Acquired Indebtedness) and issue any shares of Disqualified Stock, and Restricted Subsidiaries may issue shares of Preferred Stock, in each case, if the Consolidated Leverage Ratio of the Issuer and its Restricted Subsidiaries for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been no greater than 6.50 to 1.00 determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been Incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period;

(b) The limitations set forth in Section 4.03(a) shall not apply to:

- (i) [Reserved];
- (ii) [Reserved];
- (iii) [Reserved];
- (iv) [Reserved];

(v) Indebtedness Incurred by the Issuer or any Restricted Subsidiary constituting reimbursement obligations with respect to letters of credit and bank guarantees issued in the ordinary course of business and consistent with past practice, including without limitation letters of credit in respect of workers' compensation claims, health, disability or other benefits to employees or former employees or their families or property, casualty or liability insurance or self-insurance, and letters of credit in connection with the maintenance of, or pursuant to the requirements of, environmental or other permits or licenses from governmental authorities, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims;

(vi) Indebtedness arising from agreements of the Issuer or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred in connection with the Transactions or any other acquisition or disposition of any business, assets or a Subsidiary of the Issuer in accordance with the terms of this Indenture, other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition;

(vii) Indebtedness of the Issuer owed to any Restricted Subsidiary; *provided* that (except in respect of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Issuer

and its Restricted Subsidiaries) any such Indebtedness owed to a Restricted Subsidiary is expressly subordinated in right of payment to the Obligations of the Issuer under the Notes and unsecured; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (vii);

(viii) shares of Preferred Stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary that holds such shares of Preferred Stock of another Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of shares of Preferred Stock not permitted by this clause (viii);

(ix) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary holding such Indebtedness ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (ix);

(x) Hedging Obligations in the ordinary course of business and that are not Incurred for speculative purposes;

(xi) obligations (including reimbursement obligations with respect to letters of credit and bank guarantees) in respect of performance, bid, appeal and surety bonds and completion guarantees provided by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business and consistent with past practice or industry practice;

(xii) [Reserved];

(xiii) [Reserved];

(xiv) any guarantee by the Issuer or any Restricted Subsidiary of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness Incurred by the Issuer or Restricted Subsidiary is permitted under the terms of this Indenture; *provided* that if such Indebtedness is by its express terms subordinated in right of payment to the Notes or the obligations of the Issuer, any such guarantee with respect to such Indebtedness shall be subordinated in right of payment to such obligations with respect to the Notes substantially to the same extent as such Indebtedness is subordinated to the Notes;

(xv) the Incurrence by the Issuer or any Restricted Subsidiary of Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary which serves to renew, refund, refinance, replace or defease any Indebtedness Incurred or Disqualified Stock or Preferred Stock issued as permitted under Section 4.03(a) and clauses (xv) and (xvi) of this Section 4.03(b) or any Indebtedness, Disqualified Stock or Preferred Stock Incurred to so refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock, including any additional Indebtedness, Disqualified Stock or Preferred Stock Incurred to pay premiums

(including tender premiums), expenses, defeasance costs and fees in connection therewith (subject to the following proviso, "Refinancing Indebtedness") prior to its respective maturity; *provided, however*, that:

(1) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced or defeased (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the shorter of (x) the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being renewed, refunded, refinanced, replaced or defeased and (y) the Weighted Average Life to Maturity that would result if all payments of principal on the Indebtedness, Disqualified Stock and Preferred Stock being refunded or refinanced that were due on or after the date that is one year following the last maturity date of any Notes then outstanding were instead due on such date;

(3) if the Indebtedness being renewed, refunded, refinanced, replaced, or defeased is subordinated in right of payment to the Notes, such Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the holders of Notes as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(4) any Indebtedness of a Restricted Subsidiary may only be refinanced by that Restricted Subsidiary or another Restricted Subsidiary, any Indebtedness of the Issuer may only be refinanced by the Issuer, and neither the Issuer nor any Restricted Subsidiary may refinance any Indebtedness of an Unrestricted Subsidiary;

*provided, further*, that subclause (2) of this clause (xv) will not apply to any refunding or refinancing of any Secured Indebtedness;

(xvi) Indebtedness, Disqualified Stock or Preferred Stock of (x) the Issuer or any of the Restricted Subsidiaries Incurred solely to finance an acquisition or (y) Persons that are acquired by the Issuer or any of the Restricted Subsidiaries or merged, consolidated or amalgamated with or into the Issuer or any of the Restricted Subsidiaries in accordance with the terms of this Indenture, provided that after giving effect to such acquisition or merger, consolidation or amalgamation: either (1) the Issuer would be permitted to Incur at least \$1.00 of additional Indebtedness pursuant to the Consolidated Leverage Ratio test set forth in Section 4.03(a), or (2) the Consolidated Leverage Ratio of the Issuer and its Restricted Subsidiaries would be no greater than such ratio immediately prior to such acquisition or merger, consolidation or amalgamation.

(xvii) [Reserved]; and

(xviii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five Business Days of its Incurrence.

The amount of any Indebtedness outstanding as of any date will be: (i) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and (ii) the principal amount of the Indebtedness, in the case of any other Indebtedness. Accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as applicable, amortization of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an Incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this Section 4.03. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; provided that the Incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.03.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first committed or first Incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

(c) Notwithstanding any other provision of this Section 4.03, the maximum amount of Indebtedness that the Issuer and its Restricted Subsidiaries may Incur pursuant to this Section 4.03 shall not be deemed to be exceeded, with respect to any outstanding Indebtedness, solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

(d) The amount of any Indebtedness outstanding as of any date will be, in respect of indebtedness of another Person secured by a Lien on the assets of the specified Person, the amount of the Indebtedness of the other Persons.

#### SECTION 4.04 Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (i) declare or pay any dividend or make any distribution on account of any of the Issuer's or any of its Restricted Subsidiaries' Equity Interests, including any payment made in connection with any merger, amalgamation or consolidation involving the Issuer or indirect holders of the Issuer's Equity Interests in their capacity as such (other than (A) dividends or distributions by the Issuer payable solely in Equity Interests (other than Disqualified Stock) of the Issuer; or
- (B) dividends or distributions by a Restricted Subsidiary to the Issuer or another Restricted Subsidiary of the Issuer);



(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger, amalgamation or consolidation) any Equity Interests of the Issuer or any direct or indirect parent of the Issuer;

(iii) make any payment on, or redeem, repurchase, defease or otherwise acquire or retire for value any Subordinated Indebtedness of the Issuer except payments of regularly scheduled interest or principal at the Stated Maturity thereof; or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as “Restricted Payments”), unless, at the time of such Restricted Payment:

(1) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a *pro forma* basis, as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, the Issuer could Incur \$1.00 of additional Indebtedness under Section 4.03(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (i) and (ii) (with respect to the payment of dividends on Refunding Capital Stock (as defined below) pursuant to clause (B) thereof), (iv), (x) and (xix) of Section 4.04(b), but excluding all other Restricted Payments permitted by Section 4.04(b)), is less than the amount equal to the Cumulative Credit.

(b) The provisions of Section 4.04(a) shall not prohibit the following provided that, except with respect to clause (i) below, at the time of, and after giving effect to, any Restricted Payment, no Default shall have occurred and be continuing or would occur as a consequence thereof:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration thereof, if at the date of declaration of such dividend or distribution or the consummation of such redemption, as applicable, such payment would have complied with the provisions of this Indenture;

(ii) (A) the redemption, repurchase, retirement or other acquisition of any Equity Interests (“Retired Capital Stock”) or Subordinated Indebtedness of the Issuer in exchange for, or out of the proceeds of, the substantially concurrent sale of, Equity Interests of the Issuer or contributions to the equity capital of the Issuer (other than any Disqualified Stock or any Equity Interests sold to a Subsidiary of the Issuer) (collectively, including any such contributions, “Refunding Capital Stock”); and

(B) the declaration and payment of dividends on Retired Capital Stock out of the proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer or to the Issuer) of Refunding Capital Stock;

(iii) the redemption, repurchase, defeasance, or other acquisition or retirement of Subordinated Indebtedness of the Issuer made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer which is Incurred in accordance with Section 4.03 so long as:

(A) the principal amount (or accreted value, if applicable) of such new Indebtedness does not exceed the principal amount (or accreted value, if applicable), plus any accrued and unpaid interest, of the Subordinated Indebtedness being so redeemed, repurchased, defeased, acquired or retired for value (plus the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired, any tender premiums, *plus* any defeasance costs, fees and expenses Incurred in connection therewith),

(B) such Indebtedness is subordinated to the Notes at least to the same extent as such Subordinated Indebtedness so purchased, exchanged, redeemed, repurchased, defeased, acquired or retired for value and is not secured,

(C) such Indebtedness has a final scheduled maturity date equal to or later than the earlier of (x) the final scheduled maturity date of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired and (y) 91 days following the last maturity date of any Notes then outstanding, and

(D) such Indebtedness has a Weighted Average Life to Maturity at the time Incurred which is not less than the shorter of (x) the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so redeemed, repurchased, defeased, acquired or retired and (y) the Weighted Average Life to Maturity that would result if all payments of principal on the Subordinated Indebtedness being redeemed, repurchased, defeased, acquired or retired that were due on or after the date that is one year following the last maturity date of any Notes then outstanding were instead due on such date;

(iv) a Restricted Payment to pay for the repurchase, retirement or other acquisition for value of Equity Interests of the Issuer held by any future, present or former employee, director or consultant of the Issuer or any Restricted Subsidiary of the Issuer pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement; *provided, however*, that the aggregate Restricted Payments made under this clause (iv) do not exceed \$30.0 million in any calendar year (with unused amounts in any calendar year being permitted to be carried over to succeeding calendar years subject to a maximum of \$50.0 million in any calendar year;

(v) any dividend or distribution on the Equity Interests of Des Plaines Development, L.P., so long as the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(vi) [Reserved];

(vii) [Reserved];

(viii) [Reserved];

(ix) [Reserved];

(x) other Restricted Payments (other than dividends or distributions on account of the Issuer's Equity Interests), taken together with all other Restricted Payments made pursuant to this clause (x), in an aggregate amount not to exceed \$125.0 million;

(xi) [Reserved];

(xii) [Reserved];

(xiii) [Reserved];

(xiv) any Restricted Payment used to fund the Transactions and the payment of fees and expenses incurred in connection with the Transactions or owed by the Issuer or any direct or indirect parent of the Issuer or Restricted Subsidiaries to Affiliates, and any other payments made, including any such payments made to any direct or indirect parent of the Issuer to enable it to make payments, in connection with the consummation of the Transactions, whether payable on the Issue Date or thereafter (other than dividends, distributions or other payments in respect of Issuer's Equity Interests), in each case, to the extent permitted by Section 4.07;

(xv) any Restricted Payment made pursuant to an Operations Management Agreement or Master Lease;

(xvi) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(xvii) [Reserved];

(xviii) Restricted Payments by the Issuer or any Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of any such Person;

(xix) dividends or distributions on account of the Issuer's Equity Interests not otherwise permitted by this Section 4.04 in an aggregate amount of (A) \$125.0 million per fiscal year, *plus* (B) if on any date during any fiscal year on which a declaration of a dividend or distribution (or portion thereof) is made by the Issuer, the Consolidated Leverage Ratio of the Issuer and its Restricted Subsidiaries for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding such date of declaration would have been no greater than 6.0 to 1.00 determined on a *pro forma* basis, as if the aggregate dividends or distributions made or declared during such fiscal year through, and including, such date of declaration had been made at the beginning of such four-quarter period, additional dividends or distributions for such date of declaration in an amount equal to up to 10.0% of the amount by which Issuer's Market Capitalization exceeds \$5.0 billion on such date of declaration (it being understood that for purposes of determining compliance with this clause (xix), the Issuer may, in its sole discretion, determine whether to classify or divide any dividend or distribution made under this clause (xix) as being made under subclause (A) and/or subclause (B), *provided* that the Issuer shall not be permitted to subsequently re-divide or re-classify any such dividend or distribution thereafter);

(xx) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, amalgamation, merger or transfer of all or substantially all of the assets of the Issuer and the Restricted Subsidiaries, taken

as a whole, that complies with Section 5.01; *provided* that as a result of such consolidation, amalgamation, merger or transfer of assets, the Issuer shall have made a Fundamental Change Purchase Offer (if required by this Indenture) and that all Notes tendered by holders in connection with such Fundamental Change Purchase Offer have been repurchased, redeemed or acquired for value; and

(xxi) the purchase of Common Stock of the Issuer in an amount up to the unused portion of the New CEC Common Equity Additional Buyback Amount.

(c) The amount of any Restricted Payments (other than cash) to be made pursuant to this Section 4.04 (including in connection with any related determination or calculations required by Section 4.18), will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, as a Restricted Payment. Prior to making any Restricted Payment (other than cash) in an amount greater than \$25.0 million, the Issuer will deliver to the Trustee an Officer's Certificate stating that the disinterested members of the Board of Directors of the Issuer have determined, based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the value of any such Restricted Payment exceeds \$75.0 million, that such Restricted Payment is permitted, setting forth the basis upon which the calculations required by this Section 4.04 were computed, together with a copy of any required resolutions of the Board of Directors and of any fairness opinion or appraisal required by this Indenture.

SECTION 4.05 Dividend and Other Payment Restrictions Affecting Subsidiaries. The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to the Issuer or any Restricted Subsidiary (1) on its Capital Stock; or (2) with respect to any other interest or participation in, or measured by, its profits; or (ii) pay any Indebtedness owed to the Issuer or any Restricted Subsidiary;

(b) make loans or advances to the Issuer or any Restricted Subsidiary; or

(c) sell, lease or transfer any of its properties or assets to the Issuer or any Restricted Subsidiary;

except in each case for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions (y) in effect on the Issue Date, including pursuant to the Credit Agreement, the other Credit Agreement Documents, the Master Leases, and any agreement or other instrument entered into on the Issue Date in connection with the Transactions and (z) pursuant to any Master Lease, Third Party Master Lease or MLSA, in each case, permitted by, and entered into in accordance with the terms of, this Indenture;

(2) this Indenture and the Notes;

(3) applicable law or any applicable rule, regulation or order;

(4) any agreement or other instrument of a Person acquired by the Issuer or any Restricted Subsidiary which was in existence at the time of such acquisition (but not created in contemplation thereof or to provide all or any portion of the funds or credit support utilized to consummate such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired, provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be Incurred;

(5) contracts or agreements for the sale of assets, including any restriction with respect to the Issuer or a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Capital Stock or assets of the Issuer or Restricted Subsidiary pending the sale or other disposition;

(6) [Reserved];

(7) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(8) customary transfer restriction provisions contained in joint venture agreements and other similar agreements entered into in the ordinary course of business and consistent with industry practice;

(9) [Reserved];

(10) customary anti-assignment provisions contained in leases, licenses and other similar agreements entered into in the ordinary course of business and consistent with past practice;

(11) [Reserved];

(12) other Indebtedness, Disqualified Stock or Preferred Stock (a) of the Issuer or (b) of any Restricted Subsidiary, *provided* that such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be Incurred subsequent to the Issue Date pursuant to Section 4.03;

(13) [Reserved]; or

(14) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (13) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancing are no more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 4.05, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to the Issuer or a Restricted Subsidiary to other Indebtedness Incurred by any the Issuer or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

SECTION 4.06 Asset Sales.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, cause or make an Asset Sale, unless:

(x) the Issuer or any Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets sold or otherwise disposed of; *provided*, that consideration reflecting a discount of up to 25% of the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets sold or otherwise disposed of, will satisfy this clause (x) if the Asset Sale (A) relates to the disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), (B) the terms of any such Asset Sale were set forth in the original agreement or other obligation and (C) the Asset Sale is required by an agreement with that Person at the time of such acquisition, and

(y) at least 75% of the consideration therefor received by the Issuer or the Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents, *provided* that the amount of:

(i) any liabilities of the Issuer or any Restricted Subsidiary (other than liabilities that are owed to Affiliates or that are by their terms subordinated to the Notes), as shown on the Issuer's or the Restricted Subsidiary's most recent balance sheet or in the notes thereto, that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee, and

(ii) any notes or other obligations or other securities or assets received by the Issuer or any Restricted Subsidiary from such transferee that are contemporaneously, subject to ordinary settlement periods, converted by the Issuer or such Restricted Subsidiary into cash (to the extent of the cash received),

shall be deemed to be Cash Equivalents for the purposes of this Section 4.06(a).

(b) Within 12 months after the Issuer's or a Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Issuer or such Restricted Subsidiary shall apply the Net Proceeds from such Asset Sale, at the Issuer's option:

(i) to repay Obligations under a Credit Agreement or Secured Indebtedness of the Issuer or a Restricted Subsidiary; provided that, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly permanently reduce commitments with respect thereto in an amount equal to the principal amount so repaid; or

(ii) to make an Investment in any one or more businesses (*provided* that if such Investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary), fixed assets or capital expenditures, in each case (A) used or useful in a Similar Business or (B) that replace the properties and assets that are the subject of such Asset Sale.

In the case of Section 4.06(b)(ii), a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment; *provided* that the Issuer or such Restricted Subsidiary shall be deemed to have applied Net Proceeds in accordance with clause (b)(ii) within such 12-month period if, within such 12-month period, it has entered into a binding commitment or agreement to invest such Net Proceeds and applies such Net Proceeds within 18 months after the receipt of such Net Proceeds; *provided further*, that in the event that such binding commitment is later canceled or terminated for any reason before such Net Proceeds are so applied, then such Net Proceeds shall constitute Excess Proceeds (as defined below) unless the Issuer or such Restricted Subsidiary applies the Net Proceeds to a permitted application pursuant to the first paragraph of this clause (b) within 3 months of such cancellation or termination of the binding commitment. Pending the final application of any such Net Proceeds, the Issuer or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture.

Any Net Proceeds in cash from Asset Sales that are not invested or applied as provided and within the time period set forth in the first paragraph of this Section 4.06(b) will be deemed to constitute “Excess Proceeds.” When the aggregate amount of Excess Proceeds exceeds \$50.0 million, the Issuer shall make an offer to all holders of Notes (an “Asset Sale Offer”), and, if required by the terms of any Pari Passu Indebtedness, to holders of any Pari Passu Indebtedness, to purchase the maximum principal amount of Notes (and such Pari Passu Indebtedness, if applicable), that is at least \$100 and an integral multiple of \$1.00 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof (or, in the event such Pari Passu Indebtedness was issued with significant original issue discount, 100% of the accreted value thereof, if applicable), *plus* accrued and unpaid interest (or, in respect of such Pari Passu Indebtedness, such lesser price, if any, as may be provided for by the terms of such Pari Passu Indebtedness, if applicable) to the date fixed for the closing of such offer, in accordance with the procedures set forth in this Section 4.06. The Issuer will commence an Asset Sale Offer with respect to Excess Proceeds within ten Business Days after the date that Excess Proceeds exceeds \$50.0 million by mailing, or delivering electronically if held by DTC, the notice required pursuant to the terms of Section 4.06(g), with a copy to the Trustee.

To the extent that the aggregate amount of Notes (and such Pari Passu Indebtedness) tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose that is not prohibited by this Indenture. If the aggregate principal amount of Notes (and such Pari Passu Indebtedness) surrendered by holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased in the manner described in Section 4.06(f). Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(c) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(d) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, enter into or suffer to exist any agreement (other than any agreement governing a Credit Agreement for Indebtedness permitted to be incurred pursuant to Section 4.03(a), any agreement governing Existing Indebtedness and any Refinancing Indebtedness solely with respect to the foregoing) that would place any restriction of any kind (other than pursuant to law or regulation) on the ability of the Issuer to make an Asset Sale Offer.

(e) Not later than the date upon which written notice of an Asset Sale Offer is delivered to the Trustee as provided above, the Issuer shall deliver to the Trustee an Officer's Certificate as to (i) the amount of the Excess Proceeds, (ii) the allocation of the Net Proceeds from the Asset Sales pursuant to which such Asset Sale Offer is being made and (iii) the compliance of such allocation with the provisions of Section 4.06(b). On or before the purchase date, the Issuer shall irrevocably deposit by 10:00 a.m. New York City time with the Paying Agent an amount equal to the purchase price in respect of all Notes or portions of Notes that have been properly tendered to and are to be accepted by the Issuer. Upon the expiration of the period for which the Asset Sale Offer remains open (the "Asset Sale Offer Period"), the Issuer shall deliver to the Trustee for cancellation the Notes or portions thereof that have been properly tendered to and are to be accepted by the Issuer. The Trustee (or the Paying Agent, if not the Trustee) shall, on the date of purchase, mail or deliver payment to each tendering holder in the amount of the purchase price.

(f) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three Business Days prior to the purchase date. Holders shall be entitled to withdraw their election if the Trustee or the Issuer receives not later than one Business Day prior to the purchase date, a facsimile transmission or letter setting forth the name of the holder, the principal amount of the Note which was delivered by the holder for purchase and a statement that such holder is withdrawing his election to have such Note purchased. If at the end of the Asset Sale Offer Period more Notes (and Pari Passu Indebtedness, as applicable) are tendered pursuant to an Asset Sale Offer than the Issuer is required to purchase, selection of such Notes for purchase shall be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such Notes are listed, or if such Notes are not so listed, on a pro rata basis to the extent practicable, by lot or by such other method as the Trustee shall deem fair and appropriate (and in such manner as complies with the requirements of DTC, if applicable); *provided* that no Notes of \$100 or less shall be purchased in part. Selection of such Pari Passu Indebtedness, as applicable, shall be made pursuant to the terms of such Pari Passu Indebtedness.

(g) Notices of an Asset Sale Offer shall be mailed by first class mail, postage prepaid, or delivered electronically if held at DTC, at least 30 but not more than 60 days before the purchase date to each holder of Notes at such holder's registered address. If any Note is to be purchased in part only, any notice of purchase that relates to such Note shall state the portion of the principal amount thereof that has been or is to be purchased.

#### SECTION 4.07 Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, convey, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an "Affiliate Transaction") unless the following conditions are satisfied, *provided* that this Section 4.07 shall not apply in connection with any Affiliate Transaction for which (i) the aggregate consideration is less than \$25.0 million and (ii) any Restricted Holder is not a party to the prospective Affiliate Transaction:



(i) such Affiliate Transaction is on terms that are not materially less favorable to the Issuer or such Restricted Subsidiary than those that could have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving (i) aggregate consideration in excess of \$50.0 million or (ii) Affiliate status resulting from any Restricted Holder being a party to the prospective Affiliate Transaction, the Issuer delivers to the Trustee a resolution adopted in good faith by the Board of Directors of the Issuer, approving such Affiliate Transaction and set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (i) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Issuer; and

(iii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving (i) aggregate considerations in excess of \$75.0 million or (ii) Affiliate status resulting from any Restricted Holder being a party to the prospective Affiliate Transaction, the Issuer delivers an opinion as to the fairness to the Issuer or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing, *provided* that the requirements of this clause (iii) shall not apply with respect to an Affiliate Transaction where the sole basis for Affiliate status is Issuer's ownership of 10% or more of a class of Equity Interests of a Person and no Restricted Holder holds any Equity Interests of such Person.

(b) The provisions of Section 4.07(a) shall not apply to the following:

(i) transactions between or among the Issuer and/or any of the Restricted Subsidiaries (or an entity that becomes a Restricted Subsidiary as a result of such transaction);

(ii) Restricted Payments permitted by Section 4.04 and Permitted Investments;

(iii) [Reserved];

(iv) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Issuer, any Restricted Subsidiary, or any direct or indirect parent of the Issuer;

(v) [Reserved];

(vi) [Reserved];

(vii) payments or loans (or cancellation of loans) to officers, directors or employees which are approved by a majority of the disinterested members of the Board of Directors of the Issuer in good faith;

(viii) any agreement as in effect as of the Issue Date or any amendment thereto (so long as any such agreement together with all amendments thereto, taken as a whole, is not any less favorable to the holders of Notes in any material respect than the original agreement as in effect on the Issue Date) or any transaction contemplated thereby;

(ix) the entering into of, or the performance by the Issuer or any Restricted Subsidiary of its obligations under the terms of any transaction, agreement or arrangement described in the Plan and, in each case, any amendment thereto; *provided, however*, that the entering into, or the performance by the Issuer or any Restricted Subsidiary of its obligations under, any amendment to any such existing transaction, agreement or arrangement or under any similar transaction, agreement or arrangement entered into after the Issue Date shall only be permitted by this clause (ix) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not any less favorable to the holders of the Notes in any material respect than the original transaction, agreement or arrangement as in effect on the Issue Date;

(x) the execution of the Transactions, and the payment of all fees and expenses related to the Transactions or contemplated by the Transactions;

(xi) any transactions made pursuant to any Operations Management Agreement or Master Lease in the ordinary course of business;

(xii) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture, which are on terms at least as favorable as could be obtained at such time from an unaffiliated party;

(xiii) [Reserved];

(xiv) the issuance of Equity Interests (other than Disqualified Stock) of the Issuer to any Person;

(xv) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Issuer or any direct or indirect parent of the Issuer or of a Restricted Subsidiary, as appropriate, in good faith;

(xvi) [Reserved];

(xvii) [Reserved];

(xviii) [Reserved];

(xix) [Reserved];

(xx) [Reserved];

(xxi) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business; and

(xxii) any employment agreements entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business.

(c) With respect to the value of any Affiliate Transactions whose consideration is to be made in assets or property (meaning, other than cash), the value of any such consideration will be the Fair Market Value on the date of the Affiliate Transaction of such assets or property. Prior to making an Affiliate Transaction involving aggregate consideration in excess of \$50.0 million, the Issuer will deliver to the Trustee an Officer's Certificate stating that the disinterested members of the Board of Directors of the Issuer have determined that such Affiliate Transaction is permitted, together with a copy of any required resolutions of the Board of Directors.

(d) Notwithstanding anything in this Section 4.07 to the contrary, in no event shall the Issuer or any of its Restricted Subsidiaries enter into, or make any payments under, any management agreement or other similar agreement with any Restricted Holder that provides for the payment of management, advisory or other similar fees to any such Restricted Holder.

SECTION 4.08 [Reserved].

SECTION 4.09 Compliance Certificate.

(a) The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer, beginning with the fiscal year ending on December 31, 2017, an Officer's Certificate stating that in the course of the performance by the signer of his or her duties as an Officer of the Issuer he or she would normally have knowledge of any Default and whether or not the signer knows of any Default that occurred during such period. If he or she does, the certificate shall describe the Default, its status and what action the Issuer is taking or proposes to take with respect thereto. The Issuer also shall comply with Section 314(a)(4) of the TIA. Except with respect to receipt of payments of principal and interest on the Notes and any Default or Event of Default information contained in the Officer's Certificate delivered to it pursuant to this Section 4.09, the Trustee shall have no duty to review, ascertain or confirm the Issuer's compliance with or the breach of any representation, warranty or covenant made in this Indenture.

(b) So long as any of the Notes are outstanding, the Issuer will deliver to the Trustee promptly and in any event within ten days after any Officer becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

SECTION 4.10 Further Instruments and Acts. The Issuer shall, and shall cause its Restricted Subsidiaries to, execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.11 [Reserved].

SECTION 4.12 Liens.

(a) (A) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly create, incur, assume or suffer to exist any Lien that secures any Indebtedness on any asset or property of the Issuer or any Restricted Subsidiary unless the Notes are equally and ratably secured with (or on a senior basis to, in the case of obligations subordinated in right of payment to the Notes) the obligations so secured until such time as such obligations are no longer secured by a Lien, except Permitted Liens, and (B) notwithstanding the above or any other provision of this Indenture (including with respect to any Permitted Lien), in no event shall the Issuer, directly or indirectly create, incur, assume or suffer to exist any Lien on the Capital Stock or Equity Interests of (i) any Subsidiary that is a First-Tier Subsidiary of the Issuer on the Issue Date or (ii) any newly-created First-Tier Subsidiary of

the Issuer that, subsequent to the Issue Date, acquires or otherwise owns or controls any Equity Interests of such First-Tier Subsidiaries identified in clause (B)(i) of this paragraph (a), *provided* that, any Permitted Lien Incurred pursuant to any Master Lease in accordance with clause (7) of the definition of “Permitted Liens,” as well as any refinancing thereof permitted under clause (20) of the definition of “Permitted Liens,” shall not be subject to the restrictions set forth in this Section 4.12(a)(B).

(b) Any Lien that is granted to secure the Notes under Section 4.12(a) shall be automatically released and discharged at the same time as the release of the Lien that gave rise to the obligation to secure the Notes.

(c) For purposes of determining compliance with this Section 4.12, (i) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” or pursuant to Section 4.12(a) but may be permitted in part under any combination thereof and (ii) in the event that a Lien securing an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” or pursuant to Section 4.12(a), the Issuer shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the clauses of the definition of “Permitted Liens” or pursuant to Section 4.12(a) and in such event, such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being Incurred or existing pursuant to only one of such clauses or pursuant to Section 4.12(a).

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The “Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock of any of the Issuer, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness described in clause (3) of the definition of “Indebtedness.”

SECTION 4.13 Business Activities. The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, engage in any business other than Similar Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries taken as a whole.

SECTION 4.14 Maintenance of Office or Agency.

(a) The Issuer shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee or Registrar) where Notes may be surrendered for registration of transfer or for exchange or conversion and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee as set forth in Section 13.02.

(b) The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designates the Corporate Trust Office of the Trustee or its agent as such office or agency of the Issuer in accordance with Section 2.04.

SECTION 4.15 Payments for Consents. The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid and is paid to all holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

SECTION 4.16 Covenant Suspension. If on any date following the Issue Date, (i) the Notes have Investment Grade Ratings from both Rating Agencies, and (ii) no Default has occurred and is continuing under this Indenture, then, beginning on that day (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a “Covenant Suspension Event”), and subject to the provisions of the following paragraph, the Issuer and the Restricted Subsidiaries shall not be subject to Sections 4.03 and 4.04 (collectively the “Suspended Covenants”).

In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating, then the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under this Indenture with respect to future events.

The Issuer shall promptly upon its occurrence (1) deliver to the Trustee an Officer’s Certificate notifying the Trustee of the occurrence of any Covenant Suspension Event or Reversion Date, and the date thereof and (2) notify or disclose to Note holders the occurrence of any Covenant Suspension Event. The Trustee shall not have any obligation to monitor the occurrence or dates of any Covenant Suspension Event or Reversion Date and may rely conclusively on such Officer’s Certificate.

On each Reversion Date, all Indebtedness Incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period will be classified as having been Incurred or issued pursuant to Section 4.03(a) or 4.03(b) (to the extent such Indebtedness or Disqualified Stock or Preferred Stock would be permitted to be Incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness Incurred or issued prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness or Disqualified Stock or Preferred Stock would not be so permitted to be Incurred or issued pursuant to Section 4.03(a) or 4.03(b) such Indebtedness or Disqualified Stock or Preferred Stock will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 4.03(b)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.04 will be made as though Section 4.04 had been in effect since the Issue Date and prior, but not during, the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 4.04(a). As described above, however, no Default or Event of Default will be deemed to have occurred on the Reversion Date as a result of any actions taken by the Issuer or their Restricted Subsidiaries during the Suspension Period.

For purposes of Section 4.06, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

SECTION 4.17 Taxes. The Issuer will pay, and will cause each of its Restricted Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the holders of the Notes.

SECTION 4.18 Designation of Restricted and Unrestricted Subsidiaries.

(a) The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if:

(i) the Issuer could make the Restricted Payment which is deemed to occur upon such designation under Section 4.04 equal to the Fair Market Value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in such Subsidiary at the time of such designation;

(ii) such Restricted Subsidiary meets the definition of an “Unrestricted Subsidiary”;

(iii) the designation would not constitute or cause (with or without the passage of time) a Default or Event of Default or no Default or Event of Default would be in existence following such designation; and

(iv) the Issuer delivers to the trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an Officer’s Certificate certifying that such designation complied with the preceding conditions and was permitted under Section 4.04.

(b) If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under Section 4.04 or under one or more clauses of the definition of Permitted Investments, as determined by the Issuer.

(c) If, at any time, any Unrestricted Subsidiary designated as such would fail to meet the preceding requirements as an Unrestricted Subsidiary or any other Unrestricted Subsidiary would fail to meet the definition of an “Unrestricted Subsidiary,” then such Subsidiary will thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary will be deemed to be Incurred by a Restricted Subsidiary of the Issuer as of such date and, if such Indebtedness is not permitted to be Incurred as of such date under Section 4.03, the Issuer will be in default of such covenant.

(d) The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Issuer if:

(i) the Issuer and its Restricted Subsidiaries could Incur the Indebtedness which is deemed to be Incurred upon such designation under the covenant described under Section 4.03, equal to the total Indebtedness of such Subsidiary calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable four-quarter reference period following such designation;

(ii) the designation would not constitute or cause a Default or Event of Default; and

(iii) the Issuer delivers to the trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an Officer's Certificate certifying that such designation complied with the preceding conditions, including the incurrence of Indebtedness under the covenant described above under Section 4.03.

## **Article V.**

### **SUCCESSOR ISSUER**

#### **SECTION 5.01 When Issuer May Merge or Transfer Assets.**

(a) Subject to the provisions of Section 5.01(b), the Issuer shall not, directly or indirectly, consolidate, amalgamate or merge with or into or wind up or convert into (whether or not the Issuer is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(i) the Issuer is the surviving person or the Person formed by or surviving any such consolidation, amalgamation, merger, winding up or conversion (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company or similar entity organized and existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (the Issuer or such Person, as the case may be, being herein called the "**Successor Issuer**"); *provided* that in the case where the surviving Person is not a corporation, a corporation that is a Wholly Owned Restricted Subsidiary shall become a co-obligor of the Notes;

(ii) the Successor Issuer (if other than the Issuer) expressly assumes all the obligations of the Issuer under this Indenture and the Notes pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(iii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Issuer or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Issuer or such Restricted Subsidiary at the time of such transaction) no Default or Event of Default shall have occurred and be continuing;

(iv) immediately after giving *pro forma* effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period (and treating any Indebtedness which becomes an obligation of the Successor Issuer or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Issuer or such Restricted Subsidiary at the time of such transaction), either

(A) the Successor Issuer would be permitted to Incur at least \$1.00 of additional Indebtedness pursuant to the Consolidated Leverage Ratio test set forth in Section 4.03(a); or

(B) the Consolidated Leverage Ratio for the Successor Issuer and its Restricted Subsidiaries would be no greater than or equal to such ratio for such prior Issuer and its Restricted Subsidiaries immediately prior to such transaction; and

(v) [Reserved]

(vi) the Successor Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger or sale, assignment, transfer, lease, conveyance or other disposition, as the case may be, and such supplemental indentures (if any) comply with this Indenture.

For the purposes of this Section 5.01, the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of one or more Restricted Subsidiaries of the Issuer to another Person, which properties and assets, if held by the Issuer instead of such Restricted Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer and its Restricted Subsidiaries on a consolidated basis, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of the Issuer to another Person.

(b) The Successor Issuer (if other than the prior Issuer) will succeed to, and be substituted for, the Issuer under this Indenture and the Notes, and in such event the Issuer will automatically be released and discharged from its obligations under this Indenture and the Notes. Notwithstanding the foregoing clauses (iii) and (iv) of Section 5.01(a), (a) the Issuer or any Restricted Subsidiary may merge, consolidate or amalgamate with or transfer all or part of its properties and assets to a Restricted Subsidiary, and (b) the Issuer may merge, consolidate or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating the Issuer in another state of the United States, the District of Columbia or any territory of the United States or may convert into a limited liability company, so long as the amount of Indebtedness of the Issuer and its Restricted Subsidiaries is not increased thereby.

(c) This Article V will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Issuer and its Restricted Subsidiaries.

## **Article VI.**

### **DEFAULTS AND REMEDIES**

SECTION 6.01 Events of Default. An "Event of Default" occurs with respect to Notes if:

(a) there is a default in any payment of interest on any Note when the same becomes due and payable, and such default continues for a period of 30 days;

(b) there is a default in the payment of principal or premium, if any, of any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;



(c) the failure by the Issuer or any Restricted Subsidiary to comply (for 60 days following notice with respect to such failure to comply) with its other agreements and obligations contained in the Notes or this Indenture (other than a default referred to in clause (a) or (b) above); *provided* that in the case of a failure to comply with Section 4.02, such period of continuation of such default or breach shall be 90 days following notice with respect to such failure to comply;

(d) the failure by the Issuer or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay any Indebtedness (other than Indebtedness owing to the Issuer or a Restricted Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default, in each case, if the total amount of such Indebtedness unpaid or accelerated exceeds \$50.0 million or its foreign currency equivalent;

(e) either the Issuer or a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary), pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a Custodian of it or for any substantial part of its property; or

(iv) makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency;

(f) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against either the Issuer or a Significant Subsidiary in an involuntary case;

(ii) appoints a Custodian of either the Issuer or a Significant Subsidiary or for any substantial part of their property; or

(iii) orders the winding up or liquidation of either the Issuer or a Significant Subsidiary;

or any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 60 days;

(g) failure by the Issuer or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of \$50.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days;

(h) [Reserved];

(i) the Issuer fails to satisfy its conversion obligations upon exercise of holder's conversion rights pursuant hereto (including the failure to pay the Make-Whole Consideration, if any, in connection with such conversion) or upon a Mandatory Conversion and such failure continues for a period of five Business Days; or

(j) the Issuer fails to timely provide a Fundamental Change Notice as required by the provisions of this Indenture, or fails to timely provide any notice pursuant to, and in accordance with, Section 10.07(e), and such failure continues for a period of five Business Days.

The foregoing shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

However, a default under clause (c) above shall not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of outstanding Notes notify the Issuer of the default and the Issuer does not cure such default within the time specified in clause (c) hereof after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default." The Issuer shall deliver to the Trustee, within five (5) Business Days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event which is, or with the giving of notice or the lapse of time or both would become, an Event of Default, its status and what action the Issuer is taking or propose to take with respect thereto.

If a Default for a failure to report or failure to deliver a required certificate in connection with another default (the "Initial Default") occurs, then, at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another Default that resulted solely because of that Initial Default will also be cured without any further action. In addition, any Default or Event of Default for the failure to comply with the time periods prescribed in Section 4.02 or otherwise to deliver any notice or certificate pursuant to any other provision of this Indenture shall be deemed to be cured upon the delivery of any such report required by Section 4.02 or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in this Indenture.

SECTION 6.02 Acceleration. If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of outstanding Notes by notice to the Issuer may declare the principal of, premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. Under certain circumstances, the holders of a majority in principal amount of outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

In the event of any Event of Default specified in Section 6.01(d) above, such Event of Default and all consequences thereof (excluding, however, any resulting payment default) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders of the Notes, if within 20 days after such Event of Default arose the Issuer delivers an Officer's Certificate to the Trustee stating that (x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (z) the default that is the basis for such Event of Default has been cured, it being understood that in no event shall an acceleration of the principal amount of the Notes as described above be annulled, waived or rescinded upon the happening of any such events.

SECTION 6.03 Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy at law or in equity to collect the payment of principal of or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. To the extent required by law, all available remedies are cumulative.

SECTION 6.04 Waiver of Past Defaults. Provided the Notes are not then due and payable by reason of a declaration of acceleration, the holders of a majority in principal amount of the Notes by written notice to the Trustee may waive an existing Default and its consequences except (a) a Default in the payment of the principal of or interest on a Note, (b) a Default arising from the failure to redeem or purchase any Note when required pursuant to the terms of this Indenture or (c) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each holder affected. When a Default is waived, it is deemed cured and the Issuer, the Trustee and the holders will be restored to their former positions and rights under this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.05 Control by Majority. The holders of a majority in principal amount of Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, if the Trustee, being advised by counsel, determines that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith by its board of directors or trustees, executive committee, or a trust committee of directors or trustees and/or Trust Officers shall determine that the action or proceeding so directed would involve the Trustee in personal liability or expense for which it is not adequately indemnified, or subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. Prior to taking any action under this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

SECTION 6.06 Limitation on Suits.

(a) Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to this Indenture unless:

- (i) such holder has previously given the Trustee notice that an Event of Default is continuing,
- (ii) holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy,
- (iii) such holders have offered the Trustee reasonable security or indemnity satisfactory to the Trustee against any loss, liability or expense,

(iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity, and

(v) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

(b) A holder may not use this Indenture to prejudice the rights of another holder or to obtain a preference or priority over another holder.

SECTION 6.07 Rights of the Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any holder to receive payment of principal of and interest on the Notes held by such holder, on or after the respective due dates expressed or provided for in the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

SECTION 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer or any other obligor on the Notes for the whole amount then due and owing (together with interest on overdue principal and (to the extent lawful) on any unpaid interest at the rate provided for in the Notes) and the amounts provided for in Section 7.07.

SECTION 6.09 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim, statements of interest and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation, expenses disbursements and advances of the Trustee (including counsel, accountants, experts or such other professionals as the Trustee deems necessary, advisable or appropriate)) and the holders allowed in any judicial proceedings relative to the Issuer its creditors or its property, shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matters and, unless prohibited by law or applicable regulations, may vote on behalf of the holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07.

SECTION 6.10 Priorities. Any money or property collected by the Trustee pursuant to this Article VI and any other money or property distributable in respect of the Issuer's obligations under this Indenture after an Event of Default shall be applied in the following order:

FIRST: to the Trustee (acting in any capacity hereunder or in connection herewith, including any predecessor Trustee) for amounts due under Section 7.07;

SECOND: to the holders for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

THIRD: to the Issuer.

The Trustee may fix a record date and payment date for any payment to the holders pursuant to this Section. At least 15 days before such record date, the Trustee shall mail to each holder and the Issuer a notice that states the record date, the payment date and amount to be paid.

SECTION 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a holder pursuant to Section 6.07 or a suit by holders of more than 10% in principal amount of the Notes.

SECTION 6.12 Waiver of Stay or Extension Laws. The Issuer (to the extent it may lawfully do so) shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

## **Article VII.**

### **TRUSTEE**

#### **SECTION 7.01 Duties of Trustee.**

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee (it being agreed that the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty); and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. The Trustee shall be under no duty to make any investigation as to any statement contained in any such instance, but may accept the same as conclusive evidence of the truth and accuracy of such statement or the correctness of such opinions. However, in the case of certificates or opinions required by any provision hereof to be provided to it, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts, statements, opinions or conclusions stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraphs (b) or (d) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05; and

(d) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law. The Trustee shall not be responsible for the application of any money by any Paying Agent other than the Trustee.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

(h) Every provision of this Indenture that in any way relates to the Trustee is subject to this Section 7.01.

#### SECTION 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely on any and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper person.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) Subject to Section 7.01(c), the Trustee shall not be responsible or liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers conferred upon it by this Indenture; *provided, however,* that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel of its own selection and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other paper or document unless requested in writing to do so by the holders of not less than a majority in principal amount of the Notes at the time outstanding, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney, at the expense of the Issuer and shall incur no liability of any kind by reason of such inquiry or investigation.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the holders pursuant to this Indenture, unless such holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(i) The Trustee shall not be responsible or liable for any action taken or omitted by it in good faith at the direction of the holders of not less than a majority in principal amount of the Notes as to the time, method and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture.

(j) Any action taken, or omitted to be taken, by the Trustee in good faith pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding upon future holders of Notes and upon Notes executed and delivered in exchange therefor or in place thereof.

(k) The Trustee shall not be deemed to have knowledge of any Default or Event of Default unless a Trust Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(l) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(m) The Trustee shall not be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers under this Indenture.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire;

flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunction of utilities, computer (hardware or software) or communication services; accidents; labor disputes; and acts of civil or military authorities and governmental action.

(p) The Trustee shall have no duty to monitor or investigate the Issuer's compliance with or breach of any representation, warranty, covenant or duty made in this Indenture. Delivery of reports, information and documents under Section 4.02 of this Indenture is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any of the information therein including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on Officer's Certificates provided to it by the Issuer).

**SECTION 7.03 Individual Rights of Trustee.** The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Conversion Agent or Registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

**SECTION 7.04 Trustee's Disclaimer.** The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, if any, and it shall not be responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication. In accepting the trust hereby created, the Trustee acts solely as Trustee for the holders of the Notes and not in its individual capacity and all persons, including without limitation the holders of Notes and the Issuer having any claim against the Trustee arising from this Indenture shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. The Trustee shall not be responsible to make any calculation with respect to any matter under this Indenture. The Trustee shall have no duty to monitor or investigate the Issuer's compliance with or the breach of, or cause to be performed or observed, any representation, warrant, or covenant, or agreement of any Person, other than the Trustee made in this Indenture.

**SECTION 7.05 Notice of Defaults.** If a Default occurs and is continuing and if it is actually known to the Trustee, the Trustee shall mail to each holder notice of the Default within 90 days after it occurs or 30 days after it is actually known to a Trust Officer or written notice if it is received by the Trustee. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of the holders. The Issuer is required to deliver to the Trustee, annually, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Issuer also is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action the Issuer is taking or proposes to take in respect thereof.

**SECTION 7.06 Reports by Trustee to the Holders.** As promptly as practicable after each June 30 beginning with the June 30 following the date of this Indenture, and in any event prior to June 30 in each year, the Trustee shall mail to each holder a brief report dated as of such June 30 that complies with Section 313(a) of the TIA if and to the extent required thereby. The Trustee shall also comply with Section 313(b) of the TIA.

A copy of each report at the time of its mailing to the holders shall be filed with the SEC and each stock exchange (if any) on which the Notes are listed. The Issuer agrees to notify promptly the Trustee whenever the Notes become listed on any stock exchange and of any delisting thereof.



**SECTION 7.07 Compensation and Indemnity.** The Issuer shall pay to the Trustee (acting in any capacity hereunder or in connection herewith) from time to time such compensation, as the Issuer and the Trustee shall from time to time agree in writing, for the Trustee's acceptance of this Indenture and its services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee (acting in any capacity hereunder or in connection herewith) upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Issuer shall indemnify the Trustee (acting in any capacity hereunder or in connection herewith), including its officers, directors, employees and agents, and shall hold them harmless, against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses), including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), incurred by or in connection with the acceptance or administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture against the Issuer (including this Section 7.07) and defending itself against or investigating any claim (whether asserted by the Issuer, any holder or any other Person). The Trustee shall notify the Issuer of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; *provided, however*, that any failure so to notify the Issuer shall not relieve the Issuer of its indemnity obligations hereunder. The Issuer shall defend the claim and the indemnified party shall provide reasonable cooperation at the Issuer's expense in the defense. Such indemnified parties may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer needs not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct or gross negligence.

To secure the Issuer's payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes.

The Issuer's payment obligations pursuant to this Section shall survive the satisfaction and discharge of this Indenture, any rejection or termination of this Indenture under any bankruptcy law or the resignation or removal of the Trustee or the termination for any reason of this Indenture. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(f) or (g) with respect to the Issuer, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

**SECTION 7.08 Replacement of Trustee.**

(a) The Trustee may resign at any time by so notifying the Issuer. The holders of a majority in principal amount of the Notes may remove the Trustee by so notifying the Trustee and may appoint a successor Trustee. The Issuer shall remove the Trustee if:

- (i) the Trustee fails to comply with Section 7.10;
- (ii) the Trustee is adjudged bankrupt or insolvent;
- (iii) a receiver or other public officer takes charge of the Trustee or its property; or
- (iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns, is removed by the Issuer or by the holders of a majority in principal amount of the Notes and such holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to the holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.07.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the holders of 10% in principal amount of the Notes may petition at the expense of the Issuer any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, unless the Trustee's duty to resign is stayed as provided in Section 310(b) of the TIA, any holder who has been a bona fide holder of a Note for at least six months may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section, the Issuer's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.10 Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a corporation or banking association organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$100,000,000 as set forth in its most recent published annual report of condition.

SECTION 7.11 Preferential Collection of Claims Against the Issuer. The Trustee shall comply with Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the TIA to the extent indicated herein.

DISCHARGE OF INDENTURE

SECTION 8.01 Discharge of Liability on Notes.

(a) This Indenture shall be discharged and shall cease to be of further effect (except as to surviving rights and immunities of the Trustee and surviving rights of registration of transfer or exchange of Notes, as expressly provided for in this Indenture) as to all outstanding Notes when:

(i) either (a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust pursuant to the second paragraph of Section 8.04) have been delivered to the Trustee for cancellation or (b) all of the Notes (1) have become due and payable, (2) will become due and payable at their stated maturity within one year or (3) if redeemable at the option of the Issuer, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the Notes to the date of deposit together with irrevocable instructions from the Issuer directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(ii) the Issuer has paid all other sums payable under this Indenture; and

(iii) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

(b) Notwithstanding clause (a) above, the Issuer's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 7.07, 7.08 and in this Article VIII and Article X shall survive until the Notes have been paid in full. Thereafter, the Issuer's obligations in Sections 7.07 and 8.06 shall survive such satisfaction and discharge.

SECTION 8.02 [Reserved].

SECTION 8.03 Application of Trust Money. The Trustee shall hold in trust money deposited with it pursuant to this Article VIII. It shall apply the deposited money through each Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Notes so discharged.

SECTION 8.04 Repayment to Issuer. Each of the Trustee and each Paying Agent shall promptly turn over to the Issuer upon request any money held by it as provided in this Article which, are in excess of the amount thereof which would then be required to be deposited to effect an equivalent discharge in accordance with this Article.

Subject to any applicable abandoned property law, the Trustee and each Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, holders entitled to the money must look to the Issuer for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

SECTION 8.06 Reinstatement. If the Trustee or any Paying Agent is unable to apply any money or shares of Common Stock, or both, as the case may be, in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under this Indenture and the Notes so discharged shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or any Paying Agent is permitted to apply all such money or and shares of Common Stock in accordance with this Article VIII; *provided, however*, that, if the Issuer has made any payment of principal of, or interest on, any such Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the holders of such Notes to receive such payment from the money or shares of Common Stock, if any, held by the Trustee or any Paying Agent.

**Article IX.**  
**AMENDMENTS AND WAIVERS**

SECTION 9.01 Without Consent of the Holders.

(a) The Issuer and the Trustee may amend this Indenture or the Notes without notice to or consent of any holder, provided that such amendment does not adversely affect the rights of any holder of Notes, it being understood that the taking of any action otherwise expressly contemplated by this Indenture shall not be adverse to the rights of such holders:

- (i) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (ii) to provide for the assumption by a Successor Issuer of the obligations of the Issuer under this Indenture and the Notes;
- (iii) to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided, however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code;
- (iv) to add a guarantor or collateral with respect to the Notes or to secure the Notes;
- (v) to permit the Transactions in accordance with their terms;
- (vi) to add to the covenants of the Issuer for the benefit of the holders or to surrender any right or power herein conferred upon the Issuer;
- (vii) to comply with any requirement of the SEC in connection with qualifying or maintaining the qualification of this Indenture under the TIA;

(viii) to make changes to provide for the issuance of any Additional Notes (including, without limitation, to add customary registration rights, exchange mechanics and related provisions), which shall have terms substantially identical in all material respects to the Original Notes (other than with respect to customary registration rights), and which shall be treated, together with any outstanding Original Notes, as a single issue of securities; or

(ix) upon the occurrence of a Share Exchange Event, solely (x) to provide that the Notes are convertible into Reference Property, as required under Section 10.08, and (y) to effect the related changes to the terms of the Notes required under Section 10.08, in each case, in accordance with the applicable provisions hereof.

(b) After an amendment under this Section 9.01 becomes effective, the Issuer shall mail to the holders a notice briefly describing such amendment. The failure to give such notice to all holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.01.

#### SECTION 9.02 With Consent of the Holders.

(a) The Issuer and the Trustee may amend this Indenture with the written consent of the holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange for the Notes). However, without the consent of each holder of an outstanding Note affected, an amendment may not:

- (1) reduce the amount of Notes whose holders must consent to an amendment,
- (2) reduce the rate of or extend the time for payment of interest on any Note,
- (3) reduce the principal of or change the Stated Maturity of any Note,
- (4) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed in accordance with Article III,
- (5) make any Note payable in money other than that stated in such Note,
- (6) expressly subordinate the Notes to any other Indebtedness of the Issuer,
- (7) impair the right of any holder to receive payment of principal of, premium, if any, and interest on such holder's Notes on or after the due dates therefor, or to institute suit for the enforcement of any payment on or with respect to such holder's Notes,
- (8) adversely affect the conversion rights of any holder or impair the right to receive delivery of the number of shares of Common Stock due upon conversion pursuant to the terms of this Indenture or to provide for settlement of the Notes upon conversion in cash or a combination of cash and shares,
- (9) make any change in the amendment provisions which require each holder's consent or in the waiver provisions, or
- (10) reduce the Fundamental Change Purchase Price of any Note or amend or modify in any manner adverse to the rights of the holders of the Notes the Issuer's obligation to pay the Fundamental Change Purchase Price, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise.

It shall not be necessary for the consent of the holders under this Section 9.02 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

After an amendment under this Section 9.02 becomes effective, the Issuer shall mail to the holders a notice briefly describing such amendment. The failure to give such notice to all holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

SECTION 9.03 Compliance with Trust Indenture Act. From the date on which this Indenture is qualified under the TIA, every amendment, waiver or supplement to this Indenture or the Notes shall comply with the TIA as then in effect.

SECTION 9.04 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or a waiver by a holder of a Note shall bind the holder and every subsequent holder of that Note or portion of the Note that evidences the same debt as the consenting holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such holder or subsequent holder may revoke the consent or waiver as to such holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officer's Certificate from the Issuer certifying that the requisite principal amount of Notes have consented. After an amendment or waiver becomes effective, it shall bind every holder. An amendment or waiver becomes effective upon the (i) receipt by the Issuer or the Trustee of consents by the holders of the requisite principal amount of securities, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or waiver (or supplemental indenture) by the Issuer and the Trustee.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.05 Notation on or Exchange of Notes. If an amendment, supplement or waiver changes the terms of a Note, the Issuer may require the holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer in exchange for the Note shall issue and the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment, supplement or waiver.

SECTION 9.06 Trustee to Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, the Trustee shall be entitled to receive indemnity reasonably

satisfactory to it and shall be provided with, and (subject to Section 7.01) shall be fully protected in relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03) and that all conditions precedent to the execution and delivery of the supplemental indenture have been complied with.

SECTION 9.07 Additional Voting Terms; Calculation of Principal Amount. All Notes issued under this Indenture shall vote and consent together on all matters (as to which any of such Notes may vote) as one class and no Notes will have the right to vote or consent as a separate class on any matter. Determinations as to whether holders of the requisite aggregate principal amount of Notes have concurred in any direction, waiver or consent shall be made in accordance with this Article IX and Section 2.14.

## **Article X.**

### **CONVERSION**

SECTION 10.01 Conversion Rights. Subject to, and upon compliance with, the provisions of this Article X, each holder of a Note shall have the right, at such holder's option, to convert all or any portion (if the portion to be converted is \$100 principal amount or an integral multiple of \$1.00 in excess thereof) of such Note at any time prior to the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date at the Conversion Rate.

#### SECTION 10.02 Conversion Procedures.

(a) *General*. To exercise the conversion right with respect to a beneficial interest in a Global Note, the owner of such beneficial interest must (i) comply with the Applicable Procedures for converting a beneficial interest on a Global Note, (ii) pay the funds, if any, required by Section 10.02(f) and (iii) pay any taxes or duties if required pursuant to Section 10.02(g).

To exercise the conversion right with respect to any Definitive Note, the holder of such Definitive Note must (i) complete and manually sign a conversion notice in the form set forth in the Form of Notice of Conversion (the "Conversion Notice") or a facsimile of the Conversion Notice; (ii) deliver such signed and completed Conversion Notice, which is irrevocable, and the Definitive Note to the Conversion Agent; (iii) if required, furnish appropriate endorsements and transfer documents; (iv) if required, pay all transfer or similar governmental charges or duties as set forth in Section 10.02(g); and (v) if required, make any payment required under Section 10.02(f).

If a Note has been submitted for repurchase pursuant to a Fundamental Change Purchase Notice such Note may not be converted except to the extent such Note has been withdrawn by the holder and is no longer submitted for repurchase pursuant to a Fundamental Change Purchase Notice or unless such Fundamental Change Purchase Notice is withdrawn in accordance with Section 11.04 hereof prior to the relevant Fundamental Change Expiration Time.

For any Note, the date on which the holder of such Note satisfies all of the applicable requirements set forth above with respect to such Note shall be the "Conversion Date" with respect to such Note.

(b) *Holder of Record.* Each conversion shall be deemed to have been effected as to any such Notes (or portion thereof) surrendered for conversion at the Close of Business on the applicable Conversion Date; *provided, however*, the Person in whose name any shares of Common Stock shall be issuable upon conversion, if any, shall be treated as a stockholder of record as of the Close of Business on the Conversion Date. For the avoidance of doubt, until a holder is deemed to become the holder of record of shares of Common Stock issuable upon conversion of such holder's Notes as contemplated in the immediately preceding sentence, such holder shall not have any rights as a holder of the Common Stock with respect to the shares of Common Stock issuable upon conversion of such Notes. At the Close of Business on the Conversion Date for a Note, the converting holder shall no longer be the holder of such Note.

(c) *Endorsement.* Any Notes surrendered for conversion shall, unless shares of Common Stock issuable on conversion are to be issued in the same name as the registration of such Notes, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to the Issuer duly executed by, the holder or its duly authorized attorney.

(d) *Definitive Notes.* If any Definitive Notes in a denomination greater than \$100 shall be surrendered for partial conversion, the Issuer shall execute and the Trustee shall authenticate and deliver to the holder of the Definitive Notes so surrendered, without charge, new Definitive Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Definitive Notes.

(e) *Global Notes.* Upon the conversion of a beneficial interest in Global Notes, the Conversion Agent shall make a notation in its records as to the reduction in the principal amount represented thereby. The Issuer shall notify the Trustee in writing of any conversions of Notes effected through any Conversion Agent other than the Trustee.

(f) *Interest Due Upon Conversion.* If a holder converts a Note after the Close of Business on a Record Date but prior to the Open of Business on the Interest Payment Date corresponding to such Record Date, such holder must accompany such Note with an amount of cash equal to the amount of interest that will be payable on such Note on the corresponding Interest Payment Date; *provided, however*, that a holder need not make such payment (1) if the Conversion Date follows the Record Date immediately preceding the Maturity Date; (2) if the Issuer has specified a redemption date that is after a Record Date and on or prior to the Business Day immediately following the corresponding Interest Payment Date and the relevant Conversion Date occurs after such Record Date and on or prior to such Interest Payment Date; (3) if the Issuer has specified a Fundamental Change Purchase Date that is after a Record Date and on or prior to the Business Day immediately following the corresponding Interest Payment Date and the relevant Conversion Date occurs after such Record Date and on or prior to such Interest Payment Date; or (4) to the extent of any overdue interest, if any overdue interest exists at the time of conversion with respect to such Notes.

(g) *Taxes Due upon Conversion.* If a holder converts a Note, the Issuer will pay any documentary, stamp or similar issue or transfer tax due on the issue of any shares of the Common Stock upon the conversion, unless the tax is due because the holder requests that any shares be issued in a name other than the holder's name, in which case the holder will pay that tax. The Conversion Agent may refuse to deliver the Common Stock to be issued in a name other than such holder's name until the Conversion Agent receives a sum sufficient to pay any tax or duty which will be due because such shares are to be issued in a name other than such holder's name. Nothing herein shall preclude any tax withholding required by law or regulation.



SECTION 10.03 Settlement Upon Conversion.

(a) *Settlement.* Subject to this Section 10.03 and Sections 10.05 and 10.07 hereof, upon conversion of any Note, the Issuer shall deliver to holders, in full satisfaction of its conversion obligation under Section 10.01 hereof, in respect of each \$1.00 principal amount of Notes being converted, a Settlement Amount.

(i) [Reserved].

(ii) *Settlement Amount.* The shares of Common Stock in respect of any conversion of Notes (the “Settlement Amount”) shall be computed as follows: the Issuer shall deliver to the converting holder, in respect of each \$1.00 principal amount of its Notes being converted, a number of shares of Common Stock equal to the applicable Conversion Rate, together with cash in lieu of any fractional shares of Common Stock pursuant to Section 10.03(b).

(iii) *Delivery Obligation.* The Issuer shall deliver the Settlement Amount due in respect of its conversion obligation under Section 10.03 hereof, on the third Business Day immediately following the relevant Conversion Date.

(iv) *Regulatory Limitation.* Notwithstanding anything herein or in the Notes to the contrary, if (i) in connection with the conversion of all or any portion of a Holder’s Notes (the number of shares of common stock issued in connection therewith, the “Conversion Shares”), such Holder owns or controls five percent (5%) or more of any of the Issuer’s equity securities, when added to equity securities beneficially owned by such Holder immediately prior to such conversion, (ii) following such conversion, such Holder is determined or otherwise deemed to be an Unsuitable Person (as defined in the Issuer’s Certificate of Incorporation, as amended) and (iii) the Issuer exercises any redemption right with respect to equity securities held by such Holder in connection with such Holder being an Unsuitable Person, then the Issuer shall (a) give the Holder ten Business Days notice of the Issuer’s planned redemption and (b) with respect to any Conversion Shares to be redeemed, pay to Holder a redemption price equal to the greater of (x) the Redemption Price (as defined in the Issuer’s Certificate of Incorporation, as amended) and (y) an amount in cash equal to the sum of the Daily Conversion Values for each of the 20 consecutive VWAP Trading Days during the Observation Period for the applicable Conversion Date on which the Holder received such equity securities. This Section 10.03(a)(iv) shall survive the conversion of any and all Notes.

(b) *Fractional Shares.* Notwithstanding the foregoing, the Issuer will not issue fractional shares of Common Stock as part of the Settlement Amount due with respect to any converted Note. Instead, if any Settlement Amount includes a fraction of a share of the Common Stock, the Issuer will, in lieu of delivering such fraction of a share of Common Stock, pay an amount of cash equal to the product of such fraction of a share and the Daily VWAP on the relevant Conversion Date (or, if such Conversion Date is not a VWAP Trading Day, the immediately preceding VWAP Trading Day), rounded to the nearest whole cent.

(c) *Conversion of Multiple Notes by a Single Holder.* If a holder surrenders more than one Note for conversion on a single Conversion Date the Issuer will calculate the number of shares of Common Stock due with respect to such Notes as if such holder had surrendered for conversion one Note having an aggregate principal amount equal to the sum of the principal amounts of each of the Notes surrendered for conversion by such holder on the same Conversion Date.

(d) *Settlement of Accrued Interest and Deemed Payment of Principal.* If a holder converts a Note, the Issuer will not adjust the Conversion Rate to account for any accrued and unpaid interest on such Note, and the Issuer's delivery or payment of shares of Common Stock into which a Note is convertible will be deemed to satisfy and discharge in full the Issuer's obligation to pay the principal of, and accrued and unpaid interest, if any, on, such Note to, but excluding, the Conversion Date; *provided, however*, that subject to Section 10.02(f), if a holder converts a Note after the Close of Business on a Record Date and prior to the Open of Business on the corresponding Interest Payment Date, the Issuer will still be obligated to pay the interest due on such Interest Payment Date to the holder of such Note on such Record Date. As a result, except as otherwise provided in the proviso to the immediately preceding sentence, any accrued and unpaid interest with respect to a converted Note will be deemed to be paid in full rather than cancelled, extinguished or forfeited.

(e) *Notices.* Whenever a Conversion Date occurs with respect to a Note, the Conversion Agent will, as promptly as possible, and in no event later than the Open of Business on the Business Day immediately following such Conversion Date, deliver to the Issuer and the Trustee, if it is not then the Conversion Agent, notice that a Conversion Date has occurred, which notice will state such Conversion Date, the principal amount of Notes converted on such Conversion Date and the names of the holders that converted Notes on such Conversion Date.

#### SECTION 10.04 Common Stock Issued Upon Conversion.

(a) The Issuer shall at all times reserve out of its authorized but unissued shares of Common Stock a number of shares of Common Stock sufficient to permit the conversion, in accordance herewith, of all of the then-outstanding Notes.

(b) Any shares of Common Stock delivered upon the conversion of the Notes will be newly issued shares or treasury shares, duly and validly issued, fully paid, nonassessable, free from preemptive rights and free of any lien or adverse claim (except to the extent of any lien or adverse claim created by the action or inaction of the holder or other Person to whom such shares of Common Stock will be delivered). In addition, the Issuer will comply with all federal and state securities laws regulating the offer and delivery of any shares of Common Stock issuable upon conversion of the Notes. The Issuer will also cause any shares of Common Stock issuable upon conversion of a Note to be listed on whatever stock exchange(s) the Common Stock is listed on the date the converting Holder becomes a record holder of such Common Stock.

(c) If any shares of the Common Stock issued upon conversion will, upon delivery, be "restricted securities" (within the meaning of Rule 144 or any successor provision in effect at such time), such shares of Common Stock (i) will be issued in physical, certificated form; (ii) will not be held in book-entry form through the facilities of the Depository; and (iii) will bear any restrictive legends the Issuer or the Transfer Agent deem necessary to comply with applicable law.

SECTION 10.05 Adjustment of Conversion Rate. The Conversion Rate will be adjusted as described in this Section 10.05 from time to time, except that the Issuer shall not make any adjustment to the Conversion Rate if holders participate (other than in the case of a share split or share combination) at the same time and upon the same terms as holders of the Common Stock and as a result of holding the Notes, in any of the transactions described below without having to convert their Notes, as if they held a number of shares of Common Stock equal to the applicable Conversion Rate in effect immediately prior to the adjustment thereof in respect of such transaction, multiplied by the principal amount of Notes held by such holder.

(a) *Stock Dividends and Share Splits*. If the Issuer issues shares of Common Stock as a dividend or distribution on all shares of Common Stock, or if the Issuer effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where

$CR_0$	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date of such share split or share combination, as the case may be;
$CR'$	=	the Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the effective date of such share split or share combination, as the case may be;
$OS_0$	=	the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date of such share split or share combination, as the case may be; and
$OS'$	=	the number of shares of Common Stock outstanding immediately after such dividend or distribution, or such share split or share combination, as the case may be.

Any adjustment made under this Section 10.05(a) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the effective date for such share split or share combination, as the case may be. If any dividend or distribution of the type described in this Section 10.05(a) is declared but not so paid or made, or any share split or combination of the type described in this Section 10.05(a) is announced but the outstanding shares of Common Stock are not split or combined, as the case may be, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, or not to split or combine the outstanding shares of Common Stock, as the case may be, to the Conversion Rate that would then be in effect if such dividend, distribution, share split or share combination had not been declared or announced.

(b) *Rights, Options and Warrants*. If the Issuer distributes to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period expiring not more than 45 days immediately following the record date of such distribution, to purchase or subscribe for shares of Common Stock, at a price per share less than the average of the Last Reported Sale Price of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Issuer's announcement of such distribution, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

$CR_0$	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;
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CR'	=	the Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such distribution;
OS <sub>0</sub>	=	the number of shares of Common Stock that are outstanding immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;
X	=	the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and
Y	=	the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, <i>divided by</i> the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Issuer's announcement of such distribution.

Any increase made under this Section 10.05(b) shall be made successively whenever any such rights, options or warrants are distributed and shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution. The Issuer shall not issue any such rights, options, or warrants in respect of shares of Common Stock held in treasury by the Issuer. To the extent that shares of Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the increase with respect to the distribution of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so distributed, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such Ex-Dividend Date for such distribution had not occurred.

In determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than such average of the Last Reported Sale Prices for the ten consecutive Trading Day period ending on the Trading Day immediately preceding the Issuer's announcement of such distribution, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Issuer for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors.

(c) *Spin-Offs and Other Distributed Property.* If the Issuer distributes shares of its Capital Stock, evidences of its indebtedness or other of its assets, securities or property, excluding (i) dividends or distributions covered by Sections 10.05(a) and 10.05(b), (ii) dividends or distributions paid exclusively in cash covered by Section 10.05(d), and (iii) Spin-Offs to which the provisions set forth in the latter portion of this Section 10.05(c) shall apply (any of such shares of Capital Stock, indebtedness or other assets, securities or property, the "Distributed Property"), to all or substantially all holders of shares of Common Stock, then, in each such case the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR <sub>0</sub>	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;
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CR'	=	the Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such distribution;
SP <sub>0</sub>	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and
FMV	=	the Fair Market Value (as determined by the Board of Directors) of the shares of Capital Stock, evidences of indebtedness, assets, securities or property distributable with respect to each outstanding shares of Common Stock as of the Open of Business on the Ex-Dividend Date for such distribution.

Notwithstanding the foregoing, if “FMV” (as used in the formula above) is equal to or greater than the “SP<sub>0</sub>” (as used in the formula above), in lieu of the foregoing increase, each holder of Notes shall receive, for each \$1.00 principal amount of Notes it holds, at the same time and upon the same terms as the holders of the Common Stock, the amount and kind of Distributed Property that such holder would have received as if such holder had owned a number of shares of Common Stock equal to the Conversion Rate in effect on the record date for such distribution.

Any increase made under the portion of this Section 10.05(c) above shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

With respect to an adjustment pursuant to this Section 10.05(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Issuer, where such Capital Stock or similar equity interest is listed or quoted (or will be listed or quoted upon consummation of the Spin-Off) on a U.S. national securities exchange (a “Spin-Off”), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR <sub>0</sub>	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such Spin-Off;
CR'	=	the Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such Spin-Off;
FMV <sub>0</sub>	=	the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock (determined for purposes of the definition of “Last Reported Sale Price” as if such Capital Stock or similar equity interest were Common Stock) applicable to one share of Common Stock over the first ten consecutive Trading Day period after, but excluding, the effective date of the Spin-Off (the “ <u>Valuation Period</u> ”); and
MP <sub>0</sub>	=	the average of the Last Reported Sale Prices of Common Stock over the Valuation Period.

For purposes of the second adjustment formula set forth in this Section 10.05(c), (i) the Last Reported Sale Price of any Capital Stock or similar equity interest shall be calculated in a manner analogous to that used to calculate the Last Reported Sale Price of the Common Stock in the definition of “Last Reported Sale Price” set forth in Section 1.01 hereof, (ii) whether a day is a Trading Day (and whether a day is a Scheduled Trading Day and whether a Market Disruption Event has occurred) for such Capital Stock or similar equity interest shall be determined in a manner analogous to that used to determine whether a day is a Trading Day (or whether a day is a Scheduled Trading Day and whether a Market Disruption Event has occurred) for the Common Stock, and (iii) whether a day is a Trading Day to be included in a Valuation Period will be determined based on whether a day is a Trading Day for both the Common Stock and such Capital Stock or similar equity interest.

Subject in all respects to Section 10.05(g), rights, options or warrants distributed by the Issuer to all holders of its Common Stock entitling the holders thereof to subscribe for or purchase shares of the Issuer’s Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events (“Trigger Event”): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 10.05(c) (and no adjustment to the Conversion Rate under this Section 10.05(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 10.05(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 10.05(c) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued.

For purposes of Section 10.05(a), Section 10.05(b) and this Section 10.05(c), if any dividend or distribution to which this Section 10.05(c) is applicable also includes one or both of:

- (i) a dividend or distribution of shares of Common Stock to which Section 10.05(a) is applicable (the “Clause A Distribution”); or

(ii) an issuance of rights, options or warrants entitling holders of the Common Stock to subscribe for or purchase shares of the Common Stock to which Section 10.05(b) is applicable (the “Clause B Distribution”),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 10.05(c) is applicable (the “Clause C Distribution”) and any Conversion Rate adjustment required by this Section 10.05(c) with respect to such Clause C Distribution shall then be made and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 10.05(a) and Section 10.05(b) with respect thereto shall then be made, except that, if determined by the Board of Directors (I) the Ex-Dividend Date of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Ex-Dividend Date of the Clause C Distribution and (II) any Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be “outstanding immediately prior to the open of business on the Ex-Dividend Date for such dividend or distribution, or the open of business on the effective date of such share split or share combination, as the case may be” within the meaning of Section 10.05(a) or “outstanding immediately prior to the open of business on the Ex-Dividend Date for such distribution” within the meaning of Section 10.05(b).

(d) *Cash Dividends or Distributions*. If any cash dividend or distribution is made to all or substantially all holders of the Common Stock, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR <sub>0</sub>	=	the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution;
CR'	=	the Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution;
SP <sub>0</sub>	=	the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and
C	=	the amount in cash per share of Common Stock the Issuer distributes to holders of its Common Stock.

Such increase shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate shall be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the Issuer’s right to readjust the Conversion Rate as described in the immediately preceding sentence).

Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP<sub>0</sub>” (as defined above), in lieu of the foregoing increase, each holder of Notes shall receive, for each \$1.00 principal amount of Notes, at the same time and upon the same terms as holders of the Common Stock, the amount of cash such holder would have received as if such holder had owned a number of shares of Common Stock equal to the Conversion Rate on the Ex-Dividend Date for such dividend or distribution.

(e) *Tender Offers or Exchange Offers.* If the Issuer or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock (other than an odd-lot tender offer), if the cash and value of any other consideration included in the payment per share of Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the “Offer Expiration Date”), the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where

CR <sub>0</sub>	=	the Conversion Rate in effect immediately prior to the Close of Business on the last Trading Day of the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
CR'	=	the Conversion Rate in effect immediately after the Close of Business on the last Trading Day of the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
AC	=	the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of Common Stock purchased in such tender or exchange offer;
OS <sub>0</sub>	=	the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);
OS'	=	the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to such tender offer or exchange offer); and
SP'	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the date such tender or exchange offer expires.

The increase to the Conversion Rate under this Section 10.05(e) shall occur at the Close of Business on the tenth Trading Day immediately following, but excluding, the date such tender or exchange offer expires; *provided* that, for purposes of determining the Conversion Rate, in respect of any conversion during the ten Trading Days immediately following, but excluding, the date that any such tender or exchange offer expires, references in this Section 10.05(e) to ten Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the date that such tender or exchange offer expires and the Conversion Date for such conversion. If the Issuer or one of its Subsidiaries is obligated to purchase Common Stock pursuant to any such tender or exchange offer but the Issuer or such Subsidiary is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Conversion Rate shall be immediately decreased to the Conversion Rate that would be in effect if such tender or exchange offer had not been made.



(f) *Special Settlement Provisions*. Notwithstanding this Section 10.05 or any other provision of this Indenture or the Notes, if a Conversion Rate adjustment becomes effective on any Ex-Dividend Date, and a holder that has converted its Notes on or after such Ex-Dividend Date and on or prior to the related record date would be treated as the record holder of Common Stock as of the related Conversion Date as described under Section 10.02 based on an adjusted Conversion Rate for such Ex-Dividend Date, then, notwithstanding the Conversion Rate adjustment provisions in this Section 10.05, the Conversion Rate adjustment relating to such Ex-Dividend Date shall not be made for such converting holder. Instead, such holder shall be treated as if such holder were the record owner of the Common Stock on an unadjusted basis and participate, following conversion, as a holder of Common Stock, in the related dividend, distribution or other event giving rise to such adjustment.

(g) *Poison Pill*. If a holder converts a Note, to the extent that the Issuer has a rights plan in effect, on the Conversion Date applicable to such Note the holder converting such Note will receive, in addition to any shares of Common Stock otherwise received in connection with such conversion on such Conversion Date, the rights under the rights plan, unless prior to such Conversion Date, the rights have separated from the Common Stock, in which case, and only in such case, the Conversion Rate will be adjusted at the time of separation as if the Issuer distributed to all holders of the Common Stock, Distributed Property as described in Section 10.04(c) hereof, subject to readjustment in the event of the expiration, termination or redemption of such rights.

(h) *Deferral of Adjustments*. Notwithstanding anything to the contrary herein or in the Notes, the Issuer will not be required to adjust the Conversion Rate unless such adjustment would require an increase or decrease of at least one percent; *provided, however*, that any such minor adjustments that are not required to be made will be carried forward and taken into account in any subsequent adjustment, and *provided, further*, that any such adjustment of less than one percent that has not been made shall be made upon the occurrence of (w) the Make-Whole Effective Date for any Make-Whole Fundamental Change, (x) prior to the Close of Business on the Conversion Date, (y) [Reserved] and (z) prior to the Close of Business on any other date on which the Conversion Rate is referred to for purpose of determining the consideration deliverable upon settlement of a Note. In addition, the Issuer shall not account for such deferrals when determining whether any of the conditions to conversion have been satisfied or what number of shares of Common Stock a holder would have held on a given day had it converted its Notes.

(i) *Limitation on Adjustments*. Except as stated in this Section 10.05, the Issuer will not adjust the Conversion Rate for the issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or the right to purchase shares of Common Stock or such convertible or exchangeable securities. If, however, the application of the formulas in Sections 10.05(a) through (e) hereof would result in a decrease in the Conversion Rate, then, except to the extent of any readjustment to the Conversion Rate, no adjustment to the Conversion Rate will be made (other than as a result of a reverse share split or share combination).

In addition, notwithstanding anything to the contrary herein, and without limiting the foregoing paragraph, the Conversion Rate will not be adjusted:

(i) on account of stock repurchases that are not tender offers referred to in Section 10.05(e) hereof, including structured or derivative transactions, or transactions pursuant to a stock repurchase program approved by the Board of Directors or otherwise;

(ii) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Issuer's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(iii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, program or agreement of or assumed by the Issuer or any of its Subsidiaries;

(iv) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in Section 10.05(i)(iii) immediately above and outstanding as of the date the Notes were first issued;

(v) for a change in the par value of the Common Stock; or

(vi) for accrued and unpaid interest on the Notes, if any.

(j) *Calculations.* All calculations under this Article X shall be made to the nearest cent or to the nearest one-millionth of a share, as the case may be. Adjustments to the Conversion Rate will be calculated to the nearest 1/10,000th.

#### SECTION 10.06 Discretionary and Voluntary Adjustments.

(a) *Discretionary Adjustments.* Whenever any provision of this Indenture requires the Issuer to calculate the Last Reported Sale Prices, the Daily VWAPs or any function thereof over a span of multiple days (including during an Observation Period), the Issuer will make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the effective date, Ex-Dividend Date or Offer Expiration Date of the event occurs, at any time during the period when such Last Reported Sale Prices, the Daily VWAPs or function thereof is to be calculated.

(b) *Voluntary Adjustments.* To the extent permitted by applicable law and applicable requirements of the securities exchange on which the Common Stock is then listed, the Issuer is permitted (but not required) to increase the Conversion Rate of the Notes (i) by any amount for a period of at least 20 Business Days if the Board of Directors determines that such increase would be in the Issuer's best interest or (ii) to avoid or diminish income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event.

#### SECTION 10.07 Adjustments Upon Certain Fundamental Changes.

(a) Notwithstanding anything herein to the contrary, the Conversion Rate applicable to each Note that is surrendered for conversion, in accordance with this Article X, at any time during the period (the "Make-Whole Conversion Period") that begins on, and includes, the effective date of a Make-Whole Fundamental Change and ends on, and includes, the date that is 35 Business Days after the actual effective date of such Make-Whole Fundamental Change (or, if such Make-Whole Fundamental Change also constitutes a Fundamental Change, the second scheduled Trading Day immediately preceding the Fundamental Change Purchase Date applicable to such Fundamental Change) shall be increased to an amount equal to the Conversion Rate that would, but for this Section 10.07, otherwise apply to such Note pursuant to this Article X, plus an amount equal to the Make-Whole Applicable Increase; *provided, however*, that such increase to the Conversion Rate shall not apply if such Make-Whole Fundamental Change is announced by the Issuer but not consummated.

The additional consideration deliverable or payable hereunder on account of any Make-Whole Applicable Increase with respect to a Note surrendered for conversion is herein referred to as the “Make-Whole Consideration.”

(b) As used herein, “Make-Whole Applicable Increase” shall mean, with respect to a Make-Whole Fundamental Change, the number of shares set forth in the following table, which corresponds to the effective date of such Make-Whole Fundamental Change (the “Make-Whole Effective Date”) and the Applicable Price of such Make-Whole Fundamental Change:

**Number of Additional Shares**  
(per \$1.00 principal amount of Notes)

**Applicable Price**

<b>Make-Whole Effective Date</b>	<b>\$6.52</b>	<b>\$7.19</b>	<b>\$8.15</b>	<b>\$9.78</b>	<b>\$11.41</b>	<b>\$13.04</b>	<b>\$15.65</b>	<b>\$18.26</b>	<b>\$20.87</b>	<b>\$23.48</b>
October 6, 2017	0.046982	0.039689	0.031792	0.022753	0.017029	0.013218	0.009362	0.007017	0.005477	0.004401
October 1, 2018	0.043041	0.035509	0.027444	0.018466	0.013055	0.009662	0.006487	0.004721	0.003638	0.002914
October 1, 2019	0.039388	0.031339	0.022715	0.013344	0.008177	0.005378	0.003236	0.002274	0.001752	0.001420
October 1, 2020	0.036979	0.028415	0.018804	0.006960	0.000140	—	—	—	—	—
October 1, 2021	0.035165	0.026779	0.017560	0.006449	0.000139	—	—	—	—	—
October 1, 2022	0.032147	0.023993	0.015404	0.005566	0.000138	—	—	—	—	—
October 1, 2023	0.026438	0.018417	0.010917	0.003701	0.000138	—	—	—	—	—
October 1, 2024	0.014319	—	—	—	—	—	—	—	—	—

provided, however, that:

(i) if the actual Applicable Price of such Make-Whole Fundamental Change is between two (2) prices listed in the table above under the column titled “Applicable Price,” or if the actual Make-Whole Effective Date of such Make-Whole Fundamental Change is between two dates listed in the table above in the column immediately below the title “Make-Whole Effective Date,” then the Make-Whole Applicable Increase for such Make-Whole Fundamental Change shall be determined by linear interpolation between the Make-Whole Applicable Increases set forth for such two prices, or for such two dates based on a three hundred and sixty five (365) day year, as applicable;

(ii) if the actual Applicable Price of such Make-Whole Fundamental Change is greater than \$23.48 per share (subject to adjustment as provided in Section 10.07(b)(iii)), or if the actual Applicable Price of such Make-Whole Fundamental Change is less than \$6.52 per share (subject to adjustment as provided in Section 10.07(b)(iii)), then the Make-Whole Applicable Increase shall be equal to zero;

(iii) if an event occurs that requires, pursuant to this Article X (other than solely pursuant to this Section 10.07), an adjustment to the Conversion Rate, then, on the date and at the time such adjustment is so required to be made, (A) each price set forth in the table above in the row titled “Applicable Price” shall be deemed to be adjusted so that such price, at and after such time, shall be equal to the product of (1) such price as in effect immediately before such

adjustment to such price and (2) a fraction whose numerator is the Conversion Rate in effect immediately before such adjustment to the Conversion Rate and whose denominator is the Conversion Rate to be in effect, in accordance with this Article X, immediately after such adjustment to the Conversion Rate; and (B) each Make-Whole Applicable Increase amount set forth in the table above shall be deemed to be adjusted so that such Make-Whole Applicable Increase, at and after such time, shall be equal to the product of (1) such Make-Whole Applicable Increase as in effect immediately before such adjustment to such Make-Whole Applicable Increase and (2) a fraction whose numerator is the Conversion Rate to be in effect, in accordance with this Article X, immediately after such adjustment to the Conversion Rate and whose denominator is the Conversion Rate in effect immediately before such adjustment to the Conversion Rate; and

(iv) in no event shall the Conversion Rate applicable to any Note be increased pursuant to this Section 10.07 to the extent, but only to the extent, such increase shall cause the Conversion Rate applicable to such Note to exceed 0.046982 shares per \$1.00 principal amount (the “Make-Whole Cap”); *provided, however*, that the Make-Whole Cap shall be adjusted in the same manner in which, and for the same events for which, the Conversion Rate is to be adjusted pursuant to this Article X.

(c) As used herein, “Applicable Price” shall have the following meaning with respect to a Make-Whole Fundamental Change: (a) if such Make-Whole Fundamental Change is a transaction or series of related transactions described in clause (2) of the definition of “Fundamental Change” and the consideration (excluding cash payments for fractional shares or pursuant to statutory appraisal rights) for the shares of Common Stock in such Make-Whole Fundamental Change consists solely of cash, then the “Applicable Price” with respect to such Make-Whole Fundamental Change shall be equal to the cash amount paid per share of Common Stock in such Make-Whole Fundamental Change; and (b) in all other circumstances, the “Applicable Price” with respect to such Make-Whole Fundamental Change shall be equal to the average of the Last Reported Sale Prices per share of Common Stock for the five consecutive Trading Days immediately preceding the Make-Whole Effective Date of such Make-Whole Fundamental Change, which average shall be appropriately adjusted by the Board of Directors, in its good faith determination (which determination shall be described in a Board Resolution), to account for any adjustment, pursuant to this Indenture, to the Conversion Rate that shall become effective, or any event requiring, pursuant to this Indenture, an adjustment to the Conversion Rate where the Ex-Dividend Date of such event occurs, at any time during such five consecutive Trading Days.

(d) The Make-Whole Consideration due upon a conversion of a Note by a holder shall be paid as soon as practicable after the Conversion Date of such conversion, but in no event later than the third Business Day after the date such holder surrenders such Note for such conversion. The consideration in which the Make-Whole Consideration is payable shall be determined in accordance herewith, including, without limitation, in accordance with Section 10.03 and, to the extent applicable, Section 10.08.

(e) No later than the fifth Business Day after the Make-Whole Effective Date of each Make-Whole Fundamental Change, the Issuer shall mail to holders, in accordance with Section 13.02, written notice of, and shall publicly announce, through a reputable national newswire service, and publish on the Issuer’s website, such Make-Whole Effective Date and the Make-Whole Applicable Increase applicable to such Make-Whole Fundamental Change.

(f) For avoidance of doubt, the provisions of this Section 10.07 shall not affect or diminish the Issuer’s obligations, if any, pursuant to Article XI with respect to a Make-Whole Fundamental Change.

(g) Nothing in this Section 10.07 shall prevent an adjustment to the Conversion Rate pursuant to Section 10.05 in respect of a Make-Whole Fundamental Change.

SECTION 10.08 Effect of Reclassification, Consolidation, Merger or Sale.

(a) In the case of:

- (i) any reclassification or change in the Common Stock issuable upon conversion of Notes (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination of Common Stock),
- (ii) any consolidation, statutory arrangement, merger, combination or binding share exchange involving a third party in which the Issuer is not the surviving party or
- (iii) any sale, transfer, lease, conveyance or other disposition of all or substantially all of the Issuer's property or assets,

in each case pursuant to which the Common Stock would be converted into or exchanged for, or would constitute solely the right to receive, cash, securities or other property (a "Share Exchange Event"), then the Issuer or such successor or purchasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, execute and deliver to the Trustee a supplemental indenture in form reasonably satisfactory to the Trustee providing that, at and after the effective time of such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, the holder of each Note then outstanding shall have the right to convert each \$1.00 principal amount of Notes into the kind and amount of cash, securities or other property (collectively, "Reference Property") receivable upon such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition by a holder of a number of shares of Common Stock equal to the Conversion Rate in effect immediately prior to such reclassification, change, consolidation, merger, binding share exchange, sale, transfer, lease, conveyance or disposition (assuming, if holders of Common Stock shall have the opportunity to elect the form of consideration to be received pursuant to such reclassification, change, consolidation, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, that the Collective Election shall have been made with respect to such election). In the event that the Issuer is the surviving party in a consolidation, statutory arrangement, merger or binding share exchange involving a third party, such supplemental indenture shall provide that the Reference Property to be provided for upon conversion, if other than the Common Stock, would be payable by another party to the transaction; *provided* that the Issuer shall not enter into such transaction if as a result thereof holders would be subject to a greater risk of not receiving in full the Reference Property upon conversion. If the Reference Property consists solely of cash, such consideration shall be paid by the Issuer no later than the third Trading Day after the relevant Conversion Date. If holders of Common Stock shall have the opportunity to elect the form of consideration to be received pursuant to such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, the Reference Property shall be deemed to be the weighted average, per share of Common Stock, of the types and amounts of consideration received by the holders of Common Stock that affirmatively make such an election (or, if no holders of Common Stock make such an election, the types and amounts of consideration actually received by holders of Common Stock) (the "Collective Election"). The Issuer shall notify holders, the Trustee and the Conversion Agent (if other than the Trustee) of such weighted average as soon as practicable after such determination is made.

(b) The supplemental indenture referred to in the clause (a) of this Section shall provide for adjustments of the Conversion Rate which shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Rate provided for in this Article X. The foregoing, however, shall not in any way affect the right a holder of a Note may otherwise have, pursuant to Section 10.05(g), to receive rights or warrants upon conversion of a Note. If, in the case of any such consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, the stock or other securities and property (including cash) receivable thereupon by a holder of Common Stock includes shares of stock or other securities and property of a Person other than the successor or purchasing Person, as the case may be, in such consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the holders of the Notes as the Board of Directors in good faith shall reasonably determine necessary by reason of the foregoing (which determination shall be described in a Board Resolution). The provisions of this Section 10.08 shall similarly apply to successive consolidations, statutory arrangements, mergers, binding share exchanges, sales, transfers, leases, conveyances or dispositions.

(c) In the event the Issuer shall execute a supplemental indenture pursuant to this Section 10.08, the Issuer shall promptly file with the Trustee an Officer's Certificate briefly stating the reasons therefor, the kind or amount of shares of stock or securities or property (including cash) receivable by holders of the Notes upon the conversion of their Notes after any such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition and any adjustment to be made with respect thereto.

(d) The Issuer shall not become a party to any such reclassification, change, consolidation, statutory arrangement, merger, binding share exchange, sale, transfer, lease, conveyance or disposition unless the terms thereof are consistent with this Section 10.08.

SECTION 10.09 Responsibility of Trustee. Neither the Trustee nor the Conversion Agent has any duty or responsibility to calculate the Conversion Price or to determine when an adjustment under this Article X should be made, how it should be made or what such adjustment should be, but may accept as conclusive evidence of the correctness of any such adjustment, and shall be protected in relying upon, the Officer's Certificate with respect thereto which the Issuer is obligated to file with the Trustee pursuant to Section 10.10 hereof. Neither the Trustee nor the Conversion Agent makes any representation as to the validity or value of any securities or assets issued upon conversion of Notes, and neither the Trustee nor the Conversion Agent shall be responsible for the failure by the Issuer to comply with any provisions of this Article X. The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to Section 10.08, but may accept as conclusive evidence of the correctness thereof, and shall be protected in relying upon, the Officer's Certificate with respect thereto which the Issuer is obligated to file with the Trustee pursuant to Section 10.08 hereof.

Neither the Trustee nor the Conversion Agent shall be responsible for any failure of the Issuer to make any cash payment or to issue, transfer or deliver any shares of Common Stock or stock or share certificates or other securities or property upon the surrender of any Note for the purpose of conversion; and neither the Trustee nor the Conversion Agent shall be responsible or liable for any failure of the Issuer to comply with any of the covenants of the Issuer contained in this Article X. Without limiting the generality of the foregoing, neither the Trustee nor the Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 10.08 relating either to the kind or amount of shares of stock or securities or other property or assets (including cash) receivable by holders upon the conversion of their Notes after any event referred to in such Section 10.08 or to any adjustment to be made with respect thereto, but may

accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officer's Certificate (which the Issuer shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto.

SECTION 10.10 Notice of Adjustment. Whenever the Conversion Rate is adjusted, the Issuer shall promptly mail, cause to be mailed or delivered electronically (if held at DTC) to holders at the addresses appearing on the Registrar's books a notice of the adjustment and file with the Trustee an Officer's Certificate briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence of the correctness of such adjustment.

SECTION 10.11 Notice of Certain Transactions. The Issuer shall deliver written notices of the events specified below at the times specified below and containing the information specified below unless, in each case (i) pursuant to this Indenture, the Issuer is already required to deliver notice of such event containing at least the information specified below at an earlier time or (ii) the Issuer, at the time it is required to deliver a notice, does not have knowledge of all of the information required to be included in such notice, in which case, the Issuer shall (A) deliver notice at such time containing only the information that it has knowledge of at such time (if it has knowledge of any such information at such time), and (B) promptly upon obtaining knowledge of any such information not already included in a notice delivered by the Issuer, deliver notice to each Holder containing such information. In each case, the failure by the Issuer to give such notice, or any defect therein, shall not affect the legality or validity of such event.

(i) *Issuances, Distributions, and Dividends and Distributions*. If the Issuer (A) announces any issuance of any rights, options or warrants that would require an adjustment in the Conversion Rate pursuant to Section 10.05(b) hereof; (B) authorizes any distribution that would require an adjustment in the Conversion Rate pursuant to Section 10.05(c) hereof (including any separation of rights from the Common Stock described in Section 10.05(g) hereof); or (C) announces any dividend or distribution that would require an adjustment in the Conversion Rate pursuant to Section 10.05(d) hereof, then the Issuer shall deliver to the holders, as promptly as practicable after the holders of the Common Stock are notified of such event, notice describing such issuance, dividend or distribution, as the case may be, and stating the expected Ex-Dividend Date and record date for such issuance, dividend or distribution, as the case may be. In addition, the Issuer shall deliver to the holders written notice if the consideration included in such issuance, dividend or distribution, or the Ex-Dividend Date or record date of such issuance, dividend or distribution, as the case may be, changes.

(ii) *Tender and Exchange Offers*. If the Issuer announces any tender or exchange offer that could require an adjustment in the Conversion Rate pursuant to Section 10.05(e) hereof, the Issuer shall deliver a written notice of such tender or exchange offer to the holders on the day it announces such tender or exchange offer.

(iii) *Voluntary Increases*. If the Issuer increases the Conversion Rate pursuant to Section 10.06(b), the Issuer shall deliver notice to the holders at least two Scheduled Trading Days prior to the date on which such increase will become effective, which notice shall state the date on which such increase will become effective and the amount by which the Conversion Rate will be increased.

(iv) *Dissolutions, Liquidations and Winding-Ups*. If there is a voluntary or involuntary dissolution, liquidation or winding-up of the Issuer, the Issuer shall deliver notice to the holders at promptly as possible, but in any event prior to the earlier of (A) the date on which such dissolution, liquidation or winding-up, as the case may be, is expected to become effective

or occur, and (B) the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such dissolution, liquidation or winding-up, as the case may be, which notice shall state the expected effective date and record date for such event, as applicable, and the amount and kind of property that a holder of one share of the Common Stock is expected to be entitled, or may elect, to receive in such event. The Issuer shall deliver an additional written notice to holders, as promptly as practicable, whenever the expected effective date or record date, as applicable, or the amount and kind of property that a holder of one share of the Common Stock is expected to be entitled to receive in such event, changes.

#### SECTION 10.12 Exchange in Lieu of Conversion.

(a) Notwithstanding any other provision of this Article X, when a holder surrenders a Note for conversion, the Issuer may, at its election, direct the Conversion Agent to surrender, on or prior to the second Business Day immediately following the relevant Conversion Date, such Notes to a financial institution designated by the Issuer for exchange in lieu of conversion. In order to accept any Notes surrendered for conversion, the designated financial institution must agree to deliver in exchange for such Notes, all of the shares of Common Stock due upon conversion, all in accordance with Section 10.02. By the Close of Business on the second Business Day immediately following the relevant Conversion Date, the Issuer shall notify the holder surrendering Notes for conversion that the Issuer has directed the designated financial institution to make an exchange in lieu of conversion.

(b) If the designated financial institution accepts any such Notes, it will deliver the shares of Common Stock due upon conversion to the Conversion Agent, and the Conversion Agent shall deliver such shares of Common Stock (and cash in lieu of fractional shares) to such holder on the third Business Day immediately following the relevant Conversion Date. Any Notes exchanged by the designated financial institution will remain outstanding. If the designated financial institution agrees to accept any Notes for exchange but does not timely deliver the related shares of Common Stock or if such designated financial institution does not accept the Notes for exchange, the Issuer shall convert the Notes and deliver the shares of Common Stock due upon conversion on the third Business Day immediately following the relevant Conversion Date as set forth in Section 10.02. The Issuer's designation of a financial institution to which the Notes may be submitted for exchange does not require the financial institution to accept any Notes (unless the financial institution has separately made an agreement with the Issuer to do so). The Issuer may, but will not be obligated to, enter into a separate agreement with any designated financial institution that would compensate it for any such transaction.

#### SECTION 10.13 Mandatory Conversion.

(a) The Issuer may elect at its option to cause all (but not less than all) of the Notes to be mandatorily converted (the "Mandatory Conversion") at any time following the third anniversary of the Issue Date and prior to the Close of Business on the Business Day immediately preceding the Maturity Date, if the Last Reported Sale Price of the Common Stock equals or exceeds 140% of the Conversion Price then in effect for at least 20 Trading Days (whether or not consecutive) during any 30 consecutive Trading Day period (any such period, a "Mandatory Conversion Trigger Period"), ending on the Trading Day prior to the Mandatory Conversion Notice Date.

(b) In order to exercise the Mandatory Conversion pursuant to Section 10.13(a), the Issuer or, at the written request and expense of the Issuer, the Trustee on behalf of the Issuer, shall deliver to each holder of the Notes a notice (a "Mandatory Conversion Notice") of exercise of the Mandatory Conversion within five Business Days after the end of the Mandatory Conversion Trigger Period (the date such Mandatory Conversion Notice is sent to the Holders in the manner herein provided, the "Mandatory



Conversion Notice Date”). The Issuer will select the date on which the Notes will be converted pursuant to the Mandatory Conversion, which shall be not more than 60 calendar days after the Mandatory Conversion Notice Date (such date, the “Mandatory Conversion Date”). The Issuer shall also deliver a copy of such Mandatory Conversion Notice to the Trustee concurrently with the delivery thereof to the holders to the extent that the Trustee does not deliver such Mandatory Conversion Notice on behalf of the Issuer. If such Mandatory Conversion Notice is to be given by the Trustee, the Issuer shall prepare and provide the form and content of such Mandatory Conversion Notice to the Trustee. With respect to Definitive Notes, such delivery shall be by first class mail, and with respect to Global Notes, such delivery shall be pursuant to the Applicable Procedures of the Depository. The Mandatory Conversion Notice, if sent in the manner herein provided, shall be conclusively presumed to have been duly given, whether or not any holder receives such Mandatory Conversion Notice.

(c) The Mandatory Conversion Notice shall state:

- (i) the Mandatory Conversion Notice Date;
- (ii) the Mandatory Conversion Trigger Period;
- (iii) the aggregate principal amount of Notes to be mandatorily converted;
- (iv) the CUSIP number, ISIN and/or “Common Code” number, if any, printed on the Notes being converted;
- (v) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or “Common Code” number, if any, listed in such notice or printed on the Notes;
- (vi) the Mandatory Conversion Date;
- (vii) the Conversion Rate and Conversion Price then in effect;
- (viii) that on and after the Mandatory Conversion Date interest on the Notes to be converted will cease to accrue; and
- (ix) the name and address of each Paying Agent and Conversion Agent and the place or places where such Notes are to be surrendered for conversion.

(d) Each holder of a Note, by the holder’s acceptance thereof, agrees to take the following actions prior to the Mandatory Conversion Date in respect of its Notes subject to a Mandatory Conversion: (i) if a Definitive Note, surrender the mandatorily converted Note to the Conversion Agent (or in respect of a Global Note, take any actions required for the surrender of a beneficial interest in such Note pursuant to the Applicable Procedures), (ii) furnish appropriate endorsements and transfer documents if required by the Registrar, the Conversion Agent or the Applicable Procedures, (iii) pay any transfer or other tax, if required by Section 10.02(g), (iv) if the Note is a Global Note, complete and deliver to the Depository any required instructions pursuant to the Applicable Procedures and (v) any other action necessary to effectuate the Mandatory Conversion as may be reasonably requested by the Issuer. In the event that a holder of Notes does not take any of the actions set forth in the immediately preceding sentence prior to the Mandatory Conversion Date, each holder of a Note, by such holder’s acceptance thereof, authorizes and directs the Issuer to take any action on such holder’s behalf to effectuate the Mandatory Conversion and appoints the Issuer such holder’s attorney-in-fact for any and all such purposes.

(e) The Issuer will deliver to the holders of Notes, on the third Business Day immediately following the Mandatory Conversion Date for such Notes, (i) a number of shares of Common Stock equal to the product of (A)(x) the aggregate principal amount of such Notes to be converted *divided by* (y) \$1.00 and (B) the Conversion Rate in effect on such Conversion Date, rounded down to the nearest whole number, (ii) an amount of cash equal to the product of (A) the fraction of a share of Common Stock eliminated by such rounding and (B) the Last Reported Sale Price of the Common Stock on such Conversion Date (or if such Conversion Date is not a Trading Day, the immediately preceding Trading Day) and (iii) an amount of cash equal to accrued and unpaid interest to the Mandatory Conversion Date, unless the Mandatory Conversion Date occurs during the period after the Close of Business on any regular Record Date and before the Close of Business on the related Interest Payment Date, in which case interest will be payable on such Interest Payment Date to the holders of Notes in whose names the Notes are registered at the Close of Business on the relevant regular Record Date. Upon the Mandatory Conversion Date, unless the Issuer defaults in delivering or paying the amounts due pursuant to the foregoing sentence, interest on the Notes or portion of Notes so called for the Mandatory Conversion shall cease to accrue and the holders thereof shall have no right in respect of such Notes except the right to receive the shares of Common Stock and cash, if any, to which they are entitled pursuant to this Section 10.13. Upon a conversion pursuant to this Section 10.13, the Person in whose name such shares of Common Stock will be registered will become the holder of record of such shares of Common Stock at the Close of Business on the Mandatory Conversion Date for such Note.

(f) If any of the provisions of this Section 10.13 are inconsistent with applicable law at the time of such Mandatory Conversion, such law shall govern.

## **Article XI.**

### **REPURCHASE OF NOTES AT OPTION OF HOLDERS**

SECTION 11.01 Purchase at Option of Holders upon a Fundamental Change. In the event any Fundamental Change occurs, the Issuer shall offer to purchase for cash (a “Fundamental Change Purchase Offer”) all outstanding Notes (portions thereof to be purchased in a minimum denomination of \$100 principal amount or integral multiples of \$1.00 in excess thereof), on a date selected by the Issuer (the “Fundamental Change Purchase Date”), which Fundamental Change Purchase Date shall be no later than thirty five (35) calendar days, nor earlier than twenty (20) calendar days, after the date the Fundamental Change Notice (as defined below) is delivered in accordance with Section 11.02, at a price, payable in cash, equal to one hundred percent (100%) of the principal amount of the Notes (or portions thereof) to be so purchased (the “Fundamental Change Purchase Price”), plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change Purchase Date; *provided, however*, that if the Issuer purchases a Note on a Fundamental Change Purchase Date that is after a Record Date and on or prior to the Interest Payment Date corresponding to such Record Date, the Issuer shall instead pay the full amount of such accrued and unpaid interest on such Note on the Interest Payment Date to the holder of record of such Note as of such Record Date and the Fundamental Change Purchase Price shall then be equal to 100% of the principal amount of the Note the Issuer purchases on such Fundamental Change Purchase Date; *provided, further*, that the Fundamental Change Purchase Date may be delayed to allow the Issuer to comply with applicable law. Notwithstanding the foregoing, there shall be no purchase of any Notes pursuant to this Section 11.01 if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Purchase Date (except in the case of an acceleration resulting from a Default by the Issuer in the payment of the Fundamental Change Purchase Price with respect to such Notes). The Paying Agent will promptly return to the respective holders thereof any Definitive Notes held by it during the acceleration of the Notes (except in the case of an acceleration resulting from a Default by the Issuer in the payment of the Fundamental Change Purchase Price with respect to such Notes) and shall deem to be cancelled any

instructions for book-entry transfer of the Notes in compliance with the Applicable Procedures, in which case, upon such return or cancellation, as the case may be, the Fundamental Change Purchase Notice with respect thereto shall be deemed to have been withdrawn.

#### SECTION 11.02 Fundamental Change Notice.

(a) *General.* Within twenty (20) Business Days after the occurrence of a Fundamental Change, the Issuer shall deliver, or cause to be delivered, to all holders of record of the Notes at their addresses shown in the register of the Registrar, and to beneficial owners as required by applicable law, a notice (the “Fundamental Change Notice”) of the occurrence of such Fundamental Change and the purchase right arising as a result thereof. Such notice shall be sent by first class mail or, in the case of any Global Notes, in accordance with the Applicable Procedures for providing notices. Simultaneously with providing such Fundamental Change Notice, the Issuer shall publish a press release and publish such information on the Issuer’s website. Each Fundamental Change Notice shall specify:

- (i) the events causing the Fundamental Change;
- (ii) the date of such Fundamental Change;
- (iii) the Fundamental Change Purchase Date;
- (iv) the date by which the Fundamental Change Purchase Offer must be accepted;
- (v) the Fundamental Change Purchase Price plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change Purchase Date;
- (vi) the names and addresses of the Paying Agent and the Conversion Agent;
- (vii) a description of the procedures which a holder must follow to accept the Fundamental Change Purchase Offer;

(viii) that, in order to accept the Fundamental Change Purchase Offer, a holder must surrender the Notes for payment of the Fundamental Change Purchase Price plus accrued and unpaid interest, if any, payable as provided in this Article XI;

(ix) that the Fundamental Change Purchase Price, plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change Purchase Date, for any Note as to which a Purchase Notice has been given and not withdrawn will be paid as promptly as practicable, but in no event later than the later of such Fundamental Change Purchase Date and the time of delivery of the Note (together with all necessary endorsements) as described in clause (viii) above; *provided, however,* that if such Fundamental Change Purchase Date is after a Record Date and on or prior to the Interest Payment Date corresponding to such Record Date, the Issuer shall instead pay the full amount of such accrued and unpaid interest on such Note on the Interest Payment Date to the holder of record of such Note as of such Record Date and the Fundamental Change Purchase Price shall then be equal to 100% of the principal amount of the Note the Issuer purchases on such Fundamental Change Purchase Date;

(x) that, except as otherwise provided herein, on and after such Fundamental Change Purchase Date (unless there shall be a Default in the payment of the Fundamental Change Purchase Price plus accrued and unpaid interest, if any, payable as provided in this Article XI), interest on Notes subject to the Fundamental Change Purchase Offer will cease to accrue, and all rights of the Holders of such Notes shall terminate, other than the right to receive, in accordance herewith, the consideration payable as herein provided pursuant to the Fundamental Change Purchase Offer;

(xi) that a holder will be entitled to withdraw its election in the Purchase Notice prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Purchase Date, or such longer period as may be required by law;

(xii) the Conversion Rate and any adjustments to the Conversion Rate that will result from such Fundamental Change;

(xiii) that Notes with respect to which a Purchase Notice is given by a holder may be converted pursuant to Article X only if such Purchase Notice has been withdrawn in accordance with Article XI or if there shall be a Default in the payment of the Fundamental Change Purchase Price or in the accrued and unpaid interest, if any, payable as provided in Article XI;

(xiv) the CUSIP number or numbers, as the case may be, of the Notes; and

(xv) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

(b) No failure of the Issuer to give the foregoing notices and no defect therein shall limit the holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to Section 11.01.

(c) At the Issuer's request, upon five (5) Business Days prior notice (unless a shorter period shall be acceptable to the Trustee), the Trustee shall mail (or deliver if the Notes are held through DTC) such Fundamental Change Notice in the Issuer's name and at the Issuer's expense; *provided, however*, that the form and content of such Fundamental Change Notice shall be prepared by the Issuer.

#### SECTION 11.03 Repurchase Procedures.

(a) In order to accept such Fundamental Change Purchase Offer, a holder must:

(i) deliver to the Issuer (if it is acting as its own Paying Agent), or to a Paying Agent designated by the Issuer for such purpose in the Fundamental Change Notice, no later than the Close of Business on the Business Day immediately preceding the Fundamental Change Purchase Date (the "Fundamental Change Expiration Time"), a Purchase Notice, in the form set forth in the Notes or any other form of written notice substantially similar thereto, in each case, duly completed and signed, with appropriate signature guarantee, stating:

(1) the certificate number(s) of the Notes which the holder will deliver to be purchased pursuant to such Fundamental Change Purchase Offer, if such Notes are in certificated form;

(2) the principal amount of Notes to be purchased pursuant to such Fundamental Change Purchase Offer, which must be \$100 or an integral multiple of \$1.00 in excess thereof; and

(3) that such principal amount of Notes are to be purchased pursuant to such Fundamental Change Purchase Offer; and

(ii) delivery to the Issuer (if it is acting as its own Paying Agent), or to a Paying Agent designated by the Issuer for such purpose in the Fundamental Change Notice, at any time after the delivery of such Purchase Notice, of such Notes (together with all necessary endorsements) to be purchased pursuant to such Fundamental Change Purchase Offer;

*provided, however*, that if such Notes are held in book-entry form through the Depository for the Notes, the Purchase Notice shall comply with the Applicable Procedures and delivery of the Notes, by book-entry transfer, must be in compliance with the Applicable Procedures and the satisfaction of any other requirements of the Depository in connection with delivering beneficial interests in a Global Note for purchase, by the Fundamental Change Expiration Time.

SECTION 11.04 Withdrawal of Fundamental Change Purchase Notice. Notwithstanding anything herein to the contrary, any holder that has delivered the Purchase Notice contemplated by this Section 11.02(a) to the Issuer (if it is acting as its own Paying Agent) or to a Paying Agent designated by the Issuer for such purpose in the Fundamental Change Notice shall have the right to withdraw such Purchase Notice by delivery, at any time prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Purchase Date, of a written notice of withdrawal to the Issuer (if acting as its own Paying Agent) or the Paying Agent, which notice shall contain the following information:

(i) the name of such holder;

(ii) a statement that such holder is withdrawing its election to have Notes purchased by the Issuer on such Fundamental Change Purchase Date pursuant to the Fundamental Change Purchase Offer;

(iii) the certificate number(s) of such Notes to be so withdrawn, if such Notes are in certificated form;

(iv) the principal amount of the Notes of such holder to be so withdrawn, which amount must be \$100 or an integral multiple of \$1.00 in excess thereof; and

(v) the principal amount, if any, of the Notes of such holder that remain subject to the Purchase Notice delivered by such holder in accordance with this Article XI, which amount must be \$100 or an integral multiple of \$1.00 in excess thereof;

*provided, however*, that if the Notes are Global Notes, the notice must comply with the Applicable Procedures. The Paying Agent will promptly return to the respective holders thereof any Definitive Notes with respect to which a Fundamental Change Purchase Notice has been withdrawn in compliance with the provisions of this Section 11.04.

SECTION 11.05 Payment of Fundamental Change Purchase Price.

(a) Subject to the provisions of this Article XI, the Issuer shall pay, or cause to be paid, the Fundamental Change Purchase Price, plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change Purchase Date, with respect to each Note as to which the purchase right shall have been exercised to the holder thereof as promptly as practicable, but in no event later than the later of the Fundamental Change Purchase Date and the time such Note is surrendered to the Paying Agent;

*provided, however*, that if such Fundamental Change Purchase Date is after a Record Date for the payment of an installment of interest and on or before the corresponding Interest Payment Date, then the accrued and unpaid interest, if any, to, but excluding, such Interest Payment Date will be paid on such Interest Payment Date to the holder of record of such Note at the Close of Business on such Record Date.

(b) Prior to 11:00 a.m., New York City time, on a Fundamental Change Purchase Date, the Issuer shall deposit with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided herein) money, in funds immediately available on the Fundamental Change Purchase Date, sufficient to pay the consideration payable as herein provided pursuant to the Fundamental Change Purchase Offer for all of the Notes that are to be purchased by the Issuer on such Fundamental Change Purchase Date pursuant to the Fundamental Change Purchase Offer. The Paying Agent shall return to the Issuer, as soon as practicable, any money not required for that purpose.

(c) Once the Fundamental Change Notice and the Purchase Notice have been duly given in accordance with this Article XI, the Notes to be purchased pursuant to the Fundamental Change Purchase Offer shall, on the Fundamental Change Purchase Date, become due and payable in accordance herewith, and, on and after such date (unless there shall be a Default in the payment of the consideration payable as herein provided pursuant to the Fundamental Change Purchase Offer), except as otherwise herein provided, such Notes shall cease to bear interest, and all rights of the holders of such Notes shall terminate, other than the right to receive, in accordance herewith, such consideration.

SECTION 11.06 Notes Purchased in Whole or in Part. Any Note which is to be submitted for purchase pursuant to a Fundamental Change Purchase Offer only in part shall be delivered pursuant to this Article XI (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the holder thereof or its attorney duly authorized in writing), and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery to the holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such holder, of the same tenor and in aggregate principal amount equal to the portion of such Note not duly submitted for purchase pursuant to such Fundamental Change Purchase Offer.

SECTION 11.07 Covenant to Comply with Applicable Laws upon Purchase of Notes. In connection with any offer to purchase Notes under Section 11.01, the Issuer shall, in each case if required by law (i) comply with Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act that may then be applicable, (ii) file a Schedule TO or any other required schedule under the Exchange Act and (iii) otherwise comply with all U.S. federal or state securities laws applicable to the Issuer in connection with such purchase offer, in each case, so as to permit the rights and obligations under this Article XI to be exercised in the time and in the manner specified under this Article XI.

SECTION 11.08 Conversion of Notes Subject to Purchase Notice. Notes with respect to which a Purchase Notice has been duly delivered in accordance with this Article XI may be converted pursuant to Article X only if such Purchase Notice has been withdrawn in accordance with Section 11.04 or if there shall be a Default in the payment of the consideration payable as herein provided pursuant to the Fundamental Change Purchase Offer.

**Article XII.**

**[RESERVED]**

**Article XIII.**

**MISCELLANEOUS**

SECTION 13.01 Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by the TIA, the TIA shall control.

SECTION 13.02 Notices.

(a) Any notice or communication required or permitted hereunder shall be in writing and delivered in person, via facsimile or mailed by first-class mail addressed as follows:

if to the Issuer:

Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, Nevada 89101-8969  
Facsimile: (702) 407-6418  
Attn: General Counsel

if to the Trustee:

251 Little Falls Drive  
Wilmington, DE 19808  
Facsimile: (302) 636-8666  
Attn: Corporate Trust Administration

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) Any notice or communication mailed to a holder shall be mailed, first class mail, to the holder at the holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

(c) Failure to mail a notice or communication to a holder or any defect in it shall not affect its sufficiency with respect to other holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it, except that notices to the Trustee are effective only if received.

(d) If a notice or communication is mailed or delivered in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it, except in the case of notices or communications given to the Trustee, which shall be effective only upon actual receipt by the Trustee at its Corporate Trust Office.

SECTION 13.03 Communication by the Holders with Other Holders. The holders may communicate pursuant to Section 312(b) of the TIA with other holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and other Persons shall have the protection of Section 312(c) of the TIA.

SECTION 13.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture (other than the authentication of the Original Notes), the Issuer shall furnish to the Trustee at the request of the Trustee:

- (a) an Officer's Certificate in form reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and
- (b) an Opinion of Counsel in form reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 13.05 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture (other than pursuant to Section 4.09) shall include:

- (a) a statement that the individual making such certificate or opinion has read such covenant or condition;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with; *provided, however*, that with respect to matters of fact an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials.

SECTION 13.06 When Notes Disregarded. In determining whether the holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which the Trustee knows are so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

SECTION 13.07 Rules by Trustee, Paying Agent, Conversion Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of the holders. The Registrar, a Conversion Agent and a Paying Agent may make reasonable rules for their functions.

SECTION 13.08 Legal Holidays. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such payment date if it were a Business Day for the intervening period. If a regular Record Date is not a Business Day, the Record Date shall not be affected.

SECTION 13.09 GOVERNING LAW. THIS INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.



EACH OF THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

THE ISSUER IRREVOCABLY CONSENTS AND SUBMITS, FOR ITSELF AND IN RESPECT OF ANY OF ITS ASSETS OR PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF NEW YORK OR ANY UNITED STATES FEDERAL COURT SITTING, IN EACH CASE, IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK, NEW YORK, UNITED STATES OF AMERICA, AND ANY APPELLATE COURT THEREOF IN ANY SUIT, ACTION OR PROCEEDING THAT MAY BE BROUGHT IN CONNECTION WITH THIS INDENTURE OR THE NOTES, AND WAIVES ANY IMMUNITY FROM THE JURISDICTION OF SUCH COURTS. THE ISSUER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION TO ANY SUCH SUIT, ACTION OR PROCEEDING THAT MAY BE BROUGHT IN SUCH COURTS WHETHER ON THE GROUNDS OF VENUE, RESIDENCE OR DOMICILE OR ON THE GROUND THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE ISSUER AGREES, TO THE FULLEST EXTENT THAT IT LAWFULLY MAY DO SO, THAT FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT SHALL BE CONCLUSIVE AND BINDING UPON THE ISSUER, AND IT WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION TO THE ENFORCEMENT BY ANY COMPETENT COURT IN THE ISSUER'S JURISDICTION OR ORGANIZATION OF JUDGMENT VALIDLY OBTAINED IN ANY SUCH COURT IN NEW YORK ON THE BASIS OF SUCH SUIT, ACTION OR PROCEEDING.

SECTION 13.10 No Recourse Against Others. No director, officer, employee, manager, incorporator or holder of any Equity Interests in the Issuer or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuer under the Notes or this Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 13.11 Successors. All agreements of the Issuer in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 13.12 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes.

SECTION 13.13 Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 13.14 Indenture Controls. If and to the extent that any provision of the Notes limits, qualifies or conflicts with a provision of this Indenture, such provision of this Indenture shall control.

SECTION 13.15 Severability. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 13.16 Waiver of Jury Trial. EACH OF THE ISSUER AND THE TRUSTEE HEREBY (AND EACH HOLDER OF A NOTE BY ITS ACCEPTANCE THEREOF) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 13.17 Acts of Holders. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 13.17.

The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such officer the execution thereof. Where such execution is by a signer acting in a capacity other than such signer’s individual capacity, such certificate or affidavit shall also constitute sufficient proof of such signer’s authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

The ownership of the Notes shall be proved by the register of the Notes kept by the Registrar.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the holder of any Note shall bind every future holder of the same Note and the holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

If the Issuer shall solicit from the holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuer may, at its option, by or pursuant to a resolution of the Board of Directors or any committee thereof of the Issuer, fix in advance a record date for the determination of holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuer shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the holders of record at the close of business on such record date shall be deemed to be holders for the purposes of determining whether holders of the requisite proportion of the outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Notes shall be

computed as of such record date; provided that no such authorization, agreement or consent by the holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

SECTION 13.18 Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties hereto agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

CAESARS ENTERTAINMENT CORPORATION, as Issuer

By: /s/ Eric Hession

Name: Eric Hession

Title: Executive Vice President and  
Chief Financial Officer

By: /s/ Alan R. Halpern  
Name: Alan R. Halpern  
Title: Vice President

[Signature Page to Indenture]

## PROVISIONS RELATING TO THE NOTES

1. Definitions.1.1 Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below:

“Clearstream” means Clearstream Banking, société anonyme or any successor or securities clearing agency.

“Definitive Note” means a certificated Note that does not include the Global Notes Legend.

“Depository” means The Depository Trust Company, its nominees and their respective successors.

“Euroclear” means Euroclear Bank S.A./N.V., as operator of the Euroclear Clearance System or any successor securities clearing agency.

“Global Notes Legend” means the legend set forth under that caption in Exhibit A to this Indenture.

“Notes Custodian” means the custodian with respect to a Global Note (as appointed by the Depository) or any successor person thereto, who shall initially be the Trustee.

1.2 Other Definitions.

Term:  
Agent Members  
Global Notes

Defined in Section:  
2.1(b)  
2.1(b)

2. The Notes.2.1 Form and Dating; Global Notes.

(a) The Original Notes will be issued on the date hereof. Additional Notes offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more agreements in accordance with applicable law.

(b) Global Notes. (i) In the case of Original Notes, one or more Global Notes in fully registered form without interest coupons and bearing the Global Notes Legend (collectively, the “Global Notes”) shall be issued on the Issue Date, deposited with the Notes Custodian, and registered in the name of the Depository or a nominee of the Depository, duly executed by the Issuer and authenticated by the Trustee as provided in the Indenture.

In the case of Original Notes, the Global Notes initially shall (i) be registered in the name of the Depository or the nominee of such Depository, in each case for credit to an account of an Agent Member and (ii) be delivered to the Trustee as custodian for such Depository.

Members of, or direct or indirect participants in, the Depository, Euroclear and Clearstream (“Agent Members”) shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository or the Trustee as its custodian or under the Global Notes. The Depository may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of the Global Notes for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository, or impair, as between the Depository, Euroclear or Clearstream and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

None of the Issuer, the Trustee, the Paying Agent or the Registrar shall have any responsibility or obligation to any beneficial owner in a Global Note, an Agent Member or other Person with respect to the accuracy of the records of the Depository or its nominee or of any Agent Member, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the holders and all payments to be made to holders under the Notes and this Indenture shall be given or made only to or upon the order of the registered holders (which shall be the Depository or its nominee in the case of the Global Note). The rights of beneficial owners in the Global Note shall be exercised only through the Depository subject to the Applicable Procedures. The Issuer, the Trustee, the Paying Agent and the Registrar shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depository with respect to its Agent Members, participants and any beneficial owners. The Issuer, the Trustee, the Paying Agent and the Registrar shall be entitled to deal with the Depository, and any nominee thereof, that is the registered holder of any Global Note for all purposes of this Indenture relating to such Global Note (including the payment of principal, premium, if any, and interest and additional amounts, if any, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Note) as the sole holder of such Global Note and shall have no obligations to the beneficial owners thereof. None of the Issuer, the Trustee, the Paying Agent or the Registrar shall have any responsibility or liability for any acts or omissions of the Depository with respect to such Global Note, for the records of any such depository, including records in respect of beneficial ownership interests in respect of any such Global Note, for any transactions between the Depository and any Agent Member or between or among the Depository, any such Agent Member and/or any holder or owner of a beneficial interest in such Global Note, or for any transfers of beneficial interests in any such Global Note.

(ii) Transfers of Global Notes shall be limited to transfers in whole, but not in part, to the Depository, its successors or its respective nominees. Interests of beneficial owners in the Global Notes may be transferred or exchanged for Definitive Notes only in accordance with the applicable rules and procedures of the Depository and the provisions of Section 2.2. In addition, a Global Note shall be exchangeable for Definitive Notes if (x) in the case of Original Notes, the Depository (a) notifies the Issuer that it is unwilling or unable to continue as depository for such Global Note or (b) has ceased to be a clearing agency registered under the Exchange Act and in each case a successor depository is not appointed, (y) the Issuer, at its option and subject to the procedures of the Depository, notifies the Trustee in writing that it elects to cause the issuance of Definitive Notes or (z) there shall have occurred and be continuing an Event of Default with respect to the Notes and a request has been made for such exchange. In all cases, Definitive Notes delivered in exchange for any Global Note or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depository in accordance with its customary procedures.

#### Appendix A-2

(iii) In connection with the transfer of a Global Note as an entirety to beneficial owners pursuant to subsection (i) of this Section 2.1(b), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depository in writing in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(iv) The Holder of any Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

## 2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except as set forth in Section 2.1(b). Global Notes will not be exchanged by the Issuer for Definitive Notes except under the circumstances described in Section 2.1(b)(ii). Global Notes also may be exchanged or replaced, in whole or in part, as provided in Section 2.08 of this Indenture. Beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.2(b) or 2.2(g).

(b) Transfer and Exchange of Beneficial Interests in Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with the provisions of this Indenture and the applicable rules and procedures of the Depository. Beneficial interests in Global Notes shall be transferred or exchanged only for beneficial interests in Global Notes. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with subparagraph (i) below as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. In connection with all transfers and exchanges of beneficial interests in any Global Note, the transferor of such beneficial interest must deliver to the Registrar (1) a written order from an Agent Member given to the Depository in accordance with the applicable rules and procedures of the Depository, directing the Registrar to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the applicable rules and procedures of the Depository, containing information regarding the Agent Member account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note pursuant to Section 2.2(g).

(c) Transfer and Exchange of Beneficial Interests in Global Notes for Definitive Notes. A beneficial interest in a Global Note may not be exchanged for a Definitive Note except under the circumstances described in Section 2.1(b)(ii). A beneficial interest in a Global Note may not be transferred to a Person who takes delivery thereof in the form of a Definitive Note except under the circumstances described in Section 2.1(b)(ii).



(d) Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes. A Holder of a Definitive Note may exchange such Definitive Note for a beneficial interest in a Global Note or transfer such Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Global Notes. If any such transfer or exchange is effected pursuant to this subparagraph (i) at a time when a Global Note has not yet been issued, the Issuer shall issue and, upon receipt of a written order of the Issuer in the form of an Officer's Certificate, the Trustee shall authenticate one or more Global Notes in an aggregate principal amount equal to the aggregate principal amount of Definitive Notes transferred or exchanged pursuant to this subparagraph (i).

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.2(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing.

(f) [Reserved].

(g) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 of this Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(h) Obligations with Respect to Transfers and Exchanges of Notes.

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 4.06, 9.05 and 11.06 of this Indenture).

(iii) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, a Paying Agent, Conversion Agent or the Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent, Conversion Agent or the Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depository, Euroclear or Clearstream or any other Person with respect to the accuracy of the records of the Depository, Euroclear or Clearstream or any nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to the Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depository or any nominee thereof in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depository, subject to the applicable rules and procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to any members, participants and any beneficial owners thereof.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among participants, members or beneficial owners of the Depository, Euroclear or Clearstream, as applicable, in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

[FORM OF FACE OF NOTE]

[Global Notes Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

SUBJECT TO SECTION 10.03(a)(iv), SHARES OF COMMON STOCK ISSUED BY CONVERSION OF ALL OR A PORTION OF THIS NOTE ARE SUBJECT TO REGULATORY LIMITATIONS ON OWNERSHIP AS SET FORTH IN THE CERTIFICATE OF INCORPORATION, AS AMENDED, OF THE ISSUER.

Each Definitive Note shall bear the following additional legends:

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

No.	CUSIP No.	[•]
	ISIN No.	[•]

5.00% Convertible Senior Notes due 2024

CAESARS ENTERTAINMENT CORPORATION, a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum set forth on the Schedule of Increases or Decreases in Global Note attached hereto on October 1, 2024.

Interest Payment Dates: April 1 and October 1

Record Dates: March 15 and September 15

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

CAESARS ENTERTAINMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Dated:

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TRUSTEE’S CERTIFICATE OF AUTHENTICATION

DELAWARE TRUST COMPANY, as Trustee, certifies that this is one of the Notes referred to in the Indenture.

By: \_\_\_\_\_  
Authorized Signatory

\*/ If the Note is to be issued in global form, add the Global Notes Legend and the attachment from Exhibit A captioned “TO BE ATTACHED TO GLOBAL NOTES —SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE.”

1. Interest

CAESARS ENTERTAINMENT CORPORATION, a Delaware corporation (such Person, and its successors and assigns under the Indenture hereinafter referred to, being herein called the “Issuer”), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Issuer shall pay interest semi-annually on April 1 and October 1 of each year (each an “Interest Payment Date”), commencing April 1, 2018. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the Issue Date, until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Issuers shall pay interest on overdue principal at the rate borne by the Notes and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons who are registered holders at the Close of Business on the March 15 and September 15 (each a “Record Date”) next preceding the Interest Payment Date even if Notes are canceled after the Record Date and on or before the Interest Payment Date (whether or not a Business Day). Holders must surrender Notes to the Paying Agent to collect principal payments. The Issuer shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. The Issuer shall make all payments in respect of a certificated Note (including principal, premium, if any, and interest) at the office of the Paying Agent, except that, at the option of the Issuer, payment of interest may be made by mailing a check to the registered address of each holder thereof; *provided, however*, that payments on the Notes may also be made, in the case of a holder of at least \$1,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such holder elects payment by wire transfer by giving written notice to the Trustee or Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent, Conversion Agent and Registrar

Initially, Delaware Trust Company (the “Trustee”) will act as the Trustee, Paying Agent, and Registrar and Computershare Inc. or one of its affiliates will act as Conversion Agent (the “Conversion Agent”). The Issuer may appoint and change any Paying Agent, Conversion Agent or Registrar without notice. The Issuer or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Conversion Agent or Registrar.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of October 6, 2017 (the “Indenture”), among the Issuer and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa 77bbb) as in effect on the date of the Indenture (the “TIA”). Terms defined in the Indenture

and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all terms and provisions of the Indenture, and the holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions.

The Notes are senior unsecured obligations of the Issuer. This Note is one of the Original Notes referred to in the Indenture. The Notes include the Original Notes and any Additional Notes issued pursuant to the Indenture. The Original Notes and any Additional Notes are treated as a single class of securities under the Indenture. The Indenture imposes certain limitations on the ability of the Issuer and its Restricted Subsidiaries to, among other things, make certain Investments and other Restricted Payments, pay dividends and other distributions, Incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, issue or sell shares of capital stock of the Issuer and such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates, create or Incur Liens and make Asset Sales. The Indenture also imposes limitations on the ability of the Issuer to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

There are no guarantors of the Notes on the Issue Date.

5. No Redemption

Except as set forth in Section 2.15 of the Indenture, the Notes are not subject to redemption or any sinking fund payments.

6. Repurchase of Notes at the Option of the Holders

In the event any Fundamental Change occurs, the Issuer shall offer to purchase for cash all outstanding Notes on the Fundamental Change Purchase Date at a price, payable in cash, equal to the Fundamental Change Purchase Price plus accrued and unpaid interest, if any, to, but excluding, the Fundamental Change Purchase Date, in accordance with Article XI of the Indenture.

In accordance with Sections 4.06 and 11.01 of the Indenture, the Issuer will be required to offer to purchase Notes upon the occurrence of certain events.

7. Conversion

Subject to, and upon compliance with, the provisions of Article X of the Indenture, a holder shall have the right, at such holder's option, to convert all or any portion (if the portion to be converted is \$100 principal amount or an integral multiple of \$1.00 in excess thereof) of its Notes at any time prior to the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date, at the Conversion Rate, in accordance with Article X of the Indenture.

The Conversion Rate applicable to each Note that is surrendered for conversion, in accordance with the Note and Article X of the Indenture, at any time during the Make-Whole Conversion Period with respect to a Make-Whole Fundamental Change shall be increased to an amount equal to the Conversion Rate that would, but for Section 10.07 of the Indenture, otherwise apply to such Note pursuant to Article X of the Indenture, plus an amount equal to the Make-Whole Applicable Increase; *provided, however*, that such increase to the Conversion Rate shall not apply if such Make-Whole Fundamental Change is announced by the Issuer but not consummated.



The Issuer may elect at its option to cause all (but not less than all) of the Notes to be mandatorily converted at any time following October 1, 2020 and prior to the Close of Business on the Business Day immediately preceding the Maturity Date, if the Last Reported Sale price of the Common Stock equals or exceeds 140% of the Conversion Price then in effect for at least 20 Trading Days (whether or not consecutive) during any 30 consecutive Trading Day period, upon the terms and conditions set forth in Section 10.13 of the Indenture.

8. Denominations; Transfer; Exchange

The Notes are in registered form, without coupons, in denominations of \$100 and any integral multiple of \$1.00 in excess thereof. A holder shall register the transfer of or exchange of Notes in accordance with the Indenture. Upon any registration of transfer or exchange, the Registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements or transfer documents. The Issuer may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to Section 2.07 of the Indenture. The Registrar need not register the transfer or exchange of any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or to transfer or exchange any Notes for a period of 15 days before to a selection of Notes to be redeemed.

9. Persons Deemed Owners

The registered holder of this Note shall be treated as the owner of it for all purposes.

10. Unclaimed Money

Subject to any applicable abandoned property law, the Trustee and a Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years. After any such payment, the holders entitled to the money must look to the Issuer for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

11. Discharge

Subject to certain conditions set forth in Article VIII of the Indenture, the Issuer at any time may terminate some of or all of its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

12. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the holders of at least a majority in aggregate principal amount of the outstanding Notes voting as a single class (including consents obtained in connection with a tender offer or exchange for the Notes) and (ii) any past default or compliance with any provisions may be waived with the written consent of the holders of at least a majority in principal amount of the outstanding Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any holder, the Issuer and the Trustee may amend the Indenture or the Notes, provided that such amendment does not adversely affect the rights of any holder of Notes, it being understood that the taking of any action otherwise expressly contemplated by the Indenture shall not be adverse to the rights of such holders: (i) to cure any ambiguity, omission, mistake, defect or inconsistency; (ii) to provide for the assumption by a Successor Issuer of the obligations of the Issuer under the Indenture and the Notes; (iii) to provide for uncertificated Notes in addition to or in place of certificated Notes; provided, however, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code or in a

manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; (iv) to add a guarantor or collateral with respect to the Notes or to secure the Notes; (v) to permit the Transactions in accordance with their terms; (vi) to add to the covenants of the Issuer for the benefit of the holders or to surrender any right or power herein conferred upon the Issuer; (vii) to comply with any requirement of the SEC in connection with qualifying or maintaining the qualification of, this Indenture under the TIA; (viii) to make changes to provide for the issuance of any Additional Notes (including, without limitation, to add customary registration rights, exchange mechanics and related provisions), which shall have terms substantially identical in all material respects to the Original Notes (other than with respect to customary registration rights), and which shall be treated, together with any outstanding Original Notes, as a single issue of securities; (ix) upon the occurrence of a Share Exchange Event, solely (A) to provide that the Notes are convertible into Reference Property, as required under Section 10.08, and (B) to effect the related changes to the terms of the Notes required under Section 10.08 of the Indenture, in each case, in accordance with the applicable provisions thereof.

### 13. Defaults and Remedies

If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the outstanding Notes, in each case, by notice to the Issuer, may declare the principal of, premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Under certain circumstances, the holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

If an Event of Default occurs and is continuing, the Trustee shall be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders unless such holders have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction and certain other conditions are complied with. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to the Indenture or the Notes unless (i) such holder has previously given the Trustee notice that an Event of Default is continuing, (ii) the holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee in writing to pursue the remedy, (iii) such holders have offered the Trustee reasonable security or indemnity satisfactory to the Trustee against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity and (v) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period. Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or if the Trustee being advised by counsel, determines that the action or proceeding so directed may not be lawfully taken or if the Trustee in good faith determines that the action or proceeding to directed would involve the Trustee in personal liability for which it is not adequately indemnified, or, subject to Section 7.01 of the Indenture, that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

14. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

15. No Recourse Against Others

No director, officer, employee, incorporator or holder of any equity interests in the Issuer or of any of its Subsidiaries or any direct or indirect parent corporation, as such, shall have any liability for any obligations of the Issuer under the Notes, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability.

16. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

17. Abbreviations

Customary abbreviations may be used in the name of a holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

18. Governing Law

**THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

19. CUSIP Numbers; ISINs

The Issuer has caused CUSIP numbers and ISINs to be printed on the Notes and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as a convenience to the holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

**The Issuer will furnish to any holder of Notes upon written request and without charge to the holder a copy of the Indenture which has in it the text of this Note.**

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee’s name, address and zip code)

(Insert assignee’s soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: Your Signature:

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee Signature of Signature Guarantee

CONVERSION NOTICE

To: Caesars Entertainment Corporation  
Computershare Inc.  
480 Washington Blvd, 29th Floor  
Jersey City, NJ 07310  
Attn: Corp Actions Relationship Manager

The undersigned owner of this Note hereby irrevocably exercises the option to convert this Note, or a portion thereof (that has a principal amount equal to \$100 or an integral multiple of \$1.00 in excess thereof) below designated, into a number of shares of Common Stock in accordance with the terms of the Indenture referred to in this Note, and directs that any shares of Common Stock deliverable upon conversion, together with any Notes representing any unconverted principal amount hereof, be delivered to the registered holder hereof unless a different name is indicated below.

Subject to certain exceptions set forth in the Indenture, if this notice is being delivered after the Close of Business on a Record Date and prior to the Open of Business on the Interest Payment Date corresponding to such Record Date, this notice must be accompanied by payment of an amount equal to the interest payable on such Interest Payment Date on the principal amount of this Note to be converted. If any shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect to such issuance and transfer as set forth in the Indenture.

Principal amount to be converted (if less than all): \$ _____ (in an integral multiple of \$1.00 in excess of \$100)	Certificate No.(s) (if in certificated form): _____	Beneficial Ownership of Issuer Common Stock (prior to conversion): _____ shares
--	---	---

If you want the share certificate representing the Common Stock, if any, issuable upon conversion made out in another person's name, fill in the form below:

\_\_\_\_\_  
(Insert other person's soc. sec. or tax I.D. no.)

\_\_\_\_\_  
(Print or type other person's name, address and zip code)

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Sign exactly as your name(s) appear(s) on the other side of this Note)

Signature(s) guaranteed by:

\_\_\_\_\_  
(All signatures must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.)

PURCHASE NOTICE

To: Caesars Entertainment Corporation  
Delaware Trust Company  
103 Foulk Road  
Wilmington, DE 19803  
Email: trust@delawaretrust.com  
Attn: Corporate Trust Administration

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Caesars Entertainment Corporation (the “Issuer”) as to the occurrence of a Fundamental Change with respect to the Issuer and specifying the Fundamental Change Purchase Date and requests and instructs the Issuer to pay to the registered holder hereof in accordance with the applicable provisions of the Indenture referred to in this Note (i) the entire principal amount of this Note, or the portion thereof (that has a principal amount equal to \$100 or an integral multiple of \$1.00 in excess thereof) below designated, and (ii) if such Fundamental Change Purchase Date does not occur during the period after a Record Date and on or prior to the Interest Payment Date corresponding to such Record Date, accrued and unpaid interest, if any, thereon to, but excluding, such Fundamental Change Purchase Date.

Principal amount to be converted (if less than all):

Certificate Number(s) (if in certificated form):

\$ \_\_\_\_\_  
(in an integral multiple of \$1.00 in excess of \$100)

\_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Sign exactly as your name(s) appear(s) on the other side of this Note)

[TO BE ATTACHED TO GLOBAL NOTES]  
SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The initial principal amount of this Global Note is \$\_\_\_\_\_. The following increases or decreases in this Global Note have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Note</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee or Notes Custodian</u>
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OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or 11.01 (Fundamental Change) of the Indenture, check the box:

Asset Sale ☐

Fundamental Change ☐

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or 11.01 (Fundamental Change) of the Indenture, state the amount (\$100 or any integral multiple of \$1.00 in excess thereof):

\$

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee:

\_\_\_\_\_  
Signature must be guaranteed by a participant in a recognized signature guaranty  
medallion program or other signature guarantor program reasonably acceptable to the  
Trustee



UNRESTRICTED SUBSIDIARIES

	<u>Unrestricted Subsidiary</u>	<u>Jurisdiction of Organization</u>
1.	Caesars Entertainment Japan, LLC	Delaware
2.	Caesars Korea Holding Company LLC	Delaware
3.	Caesars Korea Services, LLC	Delaware
4.	CR Baltimore Holdings, LLC	Delaware

Schedule I-1

**LEASE (CPLV)**

**By and Between**

**CPLV Property Owner LLC  
(together with its permitted successors and assigns),  
as “Landlord”**

**and**

**Desert Palace LLC, Caesars Entertainment Operating Company, Inc. and CEOC, LLC  
(collectively, and together with their respective permitted successors and assigns),  
as “Tenant”**

**dated**

**October 6, 2017**

**for**

**Caesars Palace - Las Vegas**

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## LEASE (CPLV)

THIS LEASE (CPLV) (this “Lease”) is entered into as of October 6, 2017, by and among CPLV Property Owner LLC, a Delaware limited liability company (together with its successors and assigns, “Landlord”), and Desert Palace LLC, a Nevada limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and CEOC, LLC, a Delaware limited liability company (as successor by merger to Caesars Entertainment Operating Company, Inc.), jointly and severally (collectively, or if the context clearly requires, individually, and together with their respective successors and permitted assigns, “Tenant”).

## RECITALS

A. Commencing on January 15, 2015 and continuing thereafter, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), jointly administered under Case No. 15-01145, and the Bankruptcy Court has confirmed the “Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code” (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the “Bankruptcy Plan”).

B. Pursuant to the Bankruptcy Plan, on the date hereof the Debtors transferred the Leased Property to Landlord, and Landlord hereby leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, upon the terms set forth in this Lease.

C. Immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC.

D. Capitalized terms used in this Lease and not otherwise defined herein are defined in Article II hereof.

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

## ARTICLE I

### DEMISE; TERM

**1.1 Leased Property.** Upon and subject to the terms and conditions hereinafter set forth, Landlord demises and leases to Tenant and Tenant accepts and leases from Landlord all of Landlord’s rights and interest in and to the following (collectively, the “Leased Property”):

(a) the real property described in Exhibit B attached hereto, together with any ownership interests in adjoining roadways, alleyways, strips, gores and the like appurtenant thereto (collectively, the “Land”);

(b) the Ground Leases (as defined below), together with the leasehold estates in the Ground Leased Property (as defined below), as to which this Lease will constitute a sublease, including, without limitation, the Premises as defined in the Octavius Ground Lease (as defined below);

(c) all buildings, structures, Fixtures and improvements of every kind now or hereafter located on the Land or the improvements located thereon or permanently affixed to the Land or the improvements located thereon, including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines appurtenant to such buildings and structures (collectively, the "Leased Improvements"), provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein; and

(d) all easements, development rights and other rights appurtenant to the Land or the Leased Improvements.

The Leased Property is leased subject to all covenants, conditions, restrictions, easements and other matters of any nature affecting the Leased Property or any portion thereof as of the Commencement Date and such subsequent covenants, conditions, restrictions, easements and other matters as may hereafter arise in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Landlord and Tenant, whether or not of record, including any matters which would be disclosed by an inspection or accurate survey of the Leased Property or any portion thereof.

To the extent Landlord's ownership of any Leased Property or any portion thereof (including any improvement (including any Capital Improvement) or other property) that does not constitute "real property" within the meaning of Treasury Regulation Section 1.856-3(d), which would otherwise be owned by Landlord and leased to Tenant pursuant to this Lease, could cause Landlord REIT to fail to qualify as a "real estate investment trust" (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto), then a portion of such property shall instead be owned by Propco TRS LLC, a Delaware limited liability company, which is a "taxable REIT subsidiary" (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT (the "Propco TRS"), to the extent necessary such that Landlord's ownership of such Leased Property does not cause Landlord REIT to fail to qualify as a real estate investment trust, provided, there shall be no adjustment in the Rent as a result of the foregoing. In such event, Landlord shall cause the Propco TRS to make such property available to Tenant in accordance with the terms hereof; however, Landlord shall remain fully liable for all obligations of Landlord under this Lease and shall retain sole decision-making authority for any matters for which Landlord's consent or approval is required or permitted to be given and for which Landlord's discretion may be exercised under this Lease.

**1.2 Single, Indivisible Lease.** This Lease constitutes one indivisible lease of the Leased Property and not separate leases governed by similar terms. The Leased Property constitutes one economic unit, and the Rent and all other provisions have been negotiated and agreed upon based on a demise of all of the Leased Property to Tenant as a single, composite, inseparable transaction and would have been substantially different had separate leases or a

divisible lease been intended. Except as expressly provided in this Lease for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Lease apply equally and uniformly to all components of the Leased Property collectively as one unit. The Parties intend that the provisions of this Lease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Leased Property and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Lease under 11 U.S.C. Section 365, or any successor or replacement thereof or any analogous state law, this is one indivisible and non-severable lease and executory contract dealing with one legal and economic unit and that this Lease must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Leased Property. The Parties may elect to amend this Lease from time to time to modify the boundaries of the Land, to exclude one or more components or portions thereof, and/or to include one or more additional components as part of the Leased Property, and any such future addition to the Leased Property shall not in any way change the indivisible and nonseverable nature of this Lease and all of the foregoing provisions shall continue to apply in full force. For the avoidance of doubt, the Parties acknowledge and agree that this Section 1.2 is not intended to and shall not be deemed to limit, vitiate or supersede anything contained in Section 41.17 hereof.

**1.3 Term.** The “Term” of this Lease shall commence on the Commencement Date and expire on the Expiration Date (i.e., the Term shall consist of the Initial Term plus all Renewal Terms, to the extent exercised as set forth in Section 1.4 below, subject to any earlier termination of the Term pursuant to the terms hereof). The initial stated term of this Lease (the “Initial Term”) shall commence on October 6, 2017 (the “Commencement Date”) and expire on October 31, 2032 (the “Initial Stated Expiration Date”). The “Stated Expiration Date” means the Initial Stated Expiration Date or the expiration date of the most recently exercised Renewal Term, as the case may be.

**1.4 Renewal Terms.** The Term of this Lease may be extended for four (4) separate “Renewal Terms” of five (5) years each if (a) at least twelve (12), but not more than eighteen (18), months prior to the then current Stated Expiration Date, Tenant (or, pursuant to Section 17.1(e), a Permitted Leasehold Mortgagee) delivers to Landlord a “Renewal Notice” stating that it is irrevocably exercising its right to extend this Lease for one (1) Renewal Term; and (b) no Tenant Event of Default shall have occurred and be continuing on the date Landlord receives the Renewal Notice or on the last day of the then current Term (other than a Tenant Event of Default that is in the process of being cured by a Permitted Leasehold Mortgagee in compliance in all respects with Section 17.1(d) and Section 17.1(e)). Subject to the provisions, terms and conditions of this Lease, upon Tenant’s timely delivery to Landlord of a Renewal Notice, the Term of this Lease shall be extended for the then applicable Renewal Term. During any such Renewal Term, except as specifically provided for herein, all of the provisions, terms and conditions of this Lease shall remain in full force and effect. After the last Renewal Term, Tenant shall have no further right to renew or extend the Term. If Tenant fails to validly and timely exercise any right to extend this Lease, then all subsequent rights to extend the Term shall terminate.

## ARTICLE II

### DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Article II have the meanings assigned to them in this Article and include the plural as well as the singular and any gender as the context requires; (ii) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; (iii) all references in this Lease to designated “Articles,” “Sections,” “Exhibits” and other subdivisions are to the designated Articles, Sections, Exhibits and other subdivisions of this Lease; (iv) the word “including” shall have the same meaning as the phrase “including, without limitation,” and other similar phrases; (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision; (vi) all Exhibits, Schedules and other attachments annexed to the body of this Lease are hereby deemed to be incorporated into and made an integral part of this Lease; (vii) all references to a range of Sections, paragraphs or other similar references, or to a range of dates or other range (e.g., indicated by “-” or “through”) shall be deemed inclusive of the entire range so referenced; (viii) for the calculation of any financial ratios or tests referenced in this Lease, this Lease, regardless of its treatment under GAAP, shall be deemed to be an operating lease and the Rent payable hereunder shall be treated as an operating expense and shall not constitute indebtedness or interest expense; (ix) the fact that CEOC is sometimes named herein as “CEOC” is not intended to vitiate or supersede the fact that CEOC is included as one of the entities constituting Tenant; and (x) wherever this Lease requires Tenant to perform obligations or comply with terms, conditions or requirements in accordance with this Lease, for avoidance of doubt, such requirement shall be deemed to include, without limitation, any and all applicable Additional Fee Mortgage Requirements.

“AAA”: As defined in the definition of Appointing Authority.

“Accepted MCI Financing Proposal”: As defined in Section 10.4(b).

“Accountant”: Either (i) a firm of independent public accountants designated by Tenant or CEC, as applicable and reasonably acceptable to Landlord, or (ii) a “big four” accounting firm designated by Tenant.

“Accounts”: All Tenant’s accounts, including deposit accounts (but excluding any impound accounts established pursuant to Section 4.1 or any Fee Mortgage Reserve Accounts), all rents, profits, income, revenues or rights to payment or reimbursement derived from Tenant’s use of any space within the Leased Property or any portion thereof and/or from goods sold or leased or services rendered by Tenant from the Leased Property or any portion thereof (including, without limitation, from goods sold or leased or services rendered from the Leased Property or any portion thereof by any Subtenant or Affiliated property manager) and all Tenant’s accounts receivable derived from the use of the Leased Property or goods or services provided from the Leased Property, in each case whether or not evidenced by a contract, document, instrument or chattel paper and whether or not earned by performance, including without limitation, the right to payment of management fees and all proceeds of the foregoing.

“Acquirer”: As defined in Article XVIII.

“Additional Charges”: All Impositions and all other amounts, liabilities and obligations (excluding Rent) which Tenant assumes or agrees or is obligated to pay under this Lease and, in the event of any failure on the part of Tenant to pay any of those items, every fine, penalty, interest and cost which may be added for non-payment or late payment of such items pursuant to the terms hereof or under applicable law.

“Additional Fee Mortgagee Requirements”: As defined in Section 31.3.

“Additional Fee Mortgagee Requirements Period”: As defined in Section 31.3.

“Affiliate”: When used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. In no event shall Tenant or any of its Affiliates be deemed to be an Affiliate of Landlord or any of Landlord’s Affiliates as a result of this Lease, the Other Leases, the MLSA, the Other MLSAs and/or as a result of any consolidation by Tenant or Landlord of the other such party or the other such party’s Affiliates with Tenant or Landlord (as applicable) for accounting purposes.

“Alteration”: Any construction, demolition, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature in, on or to the Leased Improvements that is not a Capital Improvement.

“Alteration Security”: As defined in Section 10.1.

“Alteration Threshold”: As defined in Section 10.1.

“Annual Minimum Per-Lease B&I Cap Ex Requirement”: As defined in Section 10.5(a)(ii).

“Appointing Authority”: Either (i) the Institute for Conflict Prevention and Resolution (also known as, and shall be defined herein as, the “CPR Institute”), unless it is unable to serve, in which case the Appointing Authority shall be (ii) the American Arbitration Association (“AAA”) under its Arbitrator Select Program for non-administered arbitrations or whatever AAA process is in effect at the time for the appointment of arbitrators in cases not administered by the AAA, unless it is unable to serve, in which case (iii) the Parties shall have the right to apply to any court of competent jurisdiction to appoint an Appointing Authority in accordance with the court’s power to appoint arbitrators. The CPR Institute and the AAA shall each be considered unable to serve if it no longer exists, or if it no longer provides neutral appointment services, or if it does not confirm (in form or substance) that it will serve as the Appointing Authority within thirty (30) days after receiving a written request to serve as the Appointing Authority, or if, despite agreeing to serve as the Appointing Authority, it does not confirm appointment within sixty (60) days after receiving such written request.

“Arbitration Provision”: Each of the following: the determination of whether a Capital Improvement constitutes a Material Capital Improvement; the determination of whether all or a portion of the Leased Property or Other Leased Property constitutes Material Leased

Property; the determination of whether all or a portion of the London/Chester Properties constitutes Material London/Chester Property; the determination of whether the Minimum Facility Threshold is satisfied; the calculation of Net Revenue; the calculation of Rent (without limitation of the procedures set forth in Section 3.2); the calculation of the Triennial Allocated Minimum Cap Ex Amount B Floor; the calculation of the Triennial Allocated Minimum Cap Ex Amount B; without limitation of the EBITDAR Calculation Procedures, any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation and the calculation of any amounts under Sections 10.1(a), 10.3, 10.5(a) and 10.5(b).

“Architect”: As defined in Section 10.2(b).

“Award”: All compensation, sums or anything of value awarded, paid or received from the applicable authority on a total or partial Taking or Condemnation, including any and all interest thereon.

“Base Net Revenue Amount”: One Billion Six Million and No/100 Dollars (\$1,006,000,000.00), which amount Landlord and Tenant agree represents Net Revenue for the Fiscal Period immediately preceding the first (1st) Lease Year.

“Base Rent”: The Base Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Beginning CPI”: As defined in the definition of CPI Increase.

“Bookings”: Reservations, bookings and short-term arrangements with conventions, conferences, hotel guests, tours, vendors and other groups or individuals (it being understood that whether or not such arrangements or agreements are short-term or temporary shall be determined without regard to how long in advance such arrangements or agreements are entered into), in each case entered into in the ordinary course consistent with past practices.

“Brand” and “Brands”: As defined in the MLSA.

“Business Day”: Each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other Lease.

“Cap Ex Reserve”: As defined in Section 10.5(b)(ii).

“Cap Ex Reserve Funds”: As defined in Section 10.5(b)(ii).

“Capital Expenditures”: The sum of (i) all expenditures actually paid by or on behalf of Tenant, on a consolidated basis, to the extent capitalized in accordance with GAAP and in a manner consistent with Tenant’s annual Financial Statements, plus (ii) all Services Co Capital Expenditures; provided that the foregoing shall exclude capitalized interest.

“Capital Improvement”: Any construction, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature (excluding maintenance, repair and replacement in the ordinary course) in, on, or to the Leased Improvements, including, without limitation, structural alterations, modifications or improvements of one or more additional structures annexed to any portion of the Leased Improvements or the expansion of existing Leased Improvements, in each case, to the extent that the costs of such activity are or would be capitalized in accordance with GAAP and in a manner consistent with Tenant’s Financial Statements, and any demolition in connection therewith.

“Capital Lease Obligations”: With respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations have been or should be classified and accounted for as capital leases on a balance sheet of such person under GAAP (as in effect on the date hereof) and, for purposes hereof, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP (as in effect on the date hereof).

“Cash”: Cash and cash equivalents and all instruments evidencing the same or any right thereto and all proceeds thereof.

“Casualty Event”: Any loss, damage or destruction with respect to the Leased Property or any portion thereof.

“CEC”: Caesars Entertainment Corporation, a Delaware corporation.

“CEOC”: CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“Change of Control”: With respect to any party, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such party and its Subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act) or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such party or other Voting Stock into which such party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such party), in any such

event pursuant to a transaction in which any of such party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a party shall include any Parent Entity of such party; and (y) "Voting Stock" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person. Notwithstanding the foregoing: (A) the transfer of assets between or among a party's wholly owned subsidiaries and such party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such party's assets to, an Affiliate of such party (1) incorporated or organized solely for the purpose of reincorporating such party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a party if (1) such party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such party immediately prior to that transaction.

"Chester Property": Those certain casino, race track and land parcels located at and around 777 Harrah's Boulevard, Chester, Pennsylvania, and owned directly or indirectly by CEOC.

"Code": The Internal Revenue Code of 1986 and, to the extent applicable, the Treasury Regulations promulgated thereunder, each as amended from time to time.

"Competitively Sensitive Information": Any non-public information that, if disclosed, would reasonably be expected to impair Tenant's competitive advantage in any markets in which it operates.

"Commencement Date": As defined in Section 1.3.



“Condemnation”: The exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or private corporation or individual, having such power under Legal Requirements, either under threat of condemnation or while legal proceedings for condemnation are pending.

“Confidential Information”: In addition to information described in Section 41.22, any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“Continuously Operated”: With respect to the Facility, the Facility is continuously used and operated for its Primary Intended Use and open for business to the public during all business hours usual and customary for such use for comparable properties in the State where the Facility is located.

“Control”: The possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“CPI”: The United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, or, if that index is not available at the time in question, then the index designated by such Department as the successor to such index, and if there is no index so designated, an index for an area in the United States that most closely corresponds to the entire United States, published by such Department, or if none, by any other instrumentality of the United States, all as reasonably determined by Landlord and Tenant.

“CPI Increase”: The greater of (a) zero and (b) a fraction, expressed as a decimal, determined as of each Escalator Adjustment Date, (x) the numerator of which shall be the difference between (i) the average CPI for the three (3) most recent calendar months (the “Prior Months”) ending prior to such Escalator Adjustment Date (for which the CPI has been published as of such Escalator Adjustment Date) and (ii) the average CPI for the three (3) corresponding calendar months occurring one (1) year prior to the Prior Months (such average CPI, the “Beginning CPI”), and (y) the denominator of which shall be the Beginning CPI.

“CPLV Exclusive Customer”: Any customer or guest of the Facility whose gaming theoretical value at the Facility constitutes seventy-five percent (75%) or more of the total gaming theoretical value of such customer or guest at all properties managed by the Manager during the twenty-four (24) month period immediately preceding the month in which the date of determination occurs.

“CPLV Guest Data”: Guest Data of CPLV Exclusive Customers.

“CPLV Trademark License”: That certain CPLV Trademark License Agreement, dated as of the date hereof, by and between Caesars License Company, LLC, as licensor and Tenant, as licensee.

“CPLV Trademark Security Agreement”: That certain CPLV Trademark Security Agreement, dated as of the date hereof, by and among Caesars License Company, LLC, Tenant, Landlord, JPMorgan Chase Bank, National Association, Barclay’s Bank PLC, Goldman Sachs Mortgage Company, and Morgan Stanley Bank, N.A.

“CPR Institute”: As defined in the definition of Appointing Authority.

“Disclosure Documents” means, collectively, any written materials used or provided to any prospective investors and/or the rating agencies in connection with any public offering or private placement in connection with a securitization (including, without limitation, a prospectus, prospectus supplement, private placement memorandum, offering memorandum, offering circular, term sheet, road show presentation materials or other offering documents, marketing materials or information provided to prospective investors), in each case in preliminary or final form and including any amendments, supplements, exhibits, annexes and other attachments thereto.

“Dollars” and “\$”: The lawful money of the United States.

“Domestic Subsidiaries”: As defined in the definition of Qualified Replacement Guarantor.

“EBITDA”: The same meaning as “EBITDAR” as defined herein but without giving effect to clause (xi) in the definition thereof.

“EBITDAR”: For any applicable twelve (12) month period, the consolidated net income or loss of a Person on a consolidated basis for such period, determined in accordance with GAAP, provided, however, that without duplication and in each case to the extent included in calculating net income (calculated in accordance with GAAP): (i) income tax expense shall be excluded; (ii) interest expense shall be excluded; (iii) depreciation and amortization expense shall be excluded; (iv) amortization of intangible assets shall be excluded; (v) write-downs and reserves for non-recurring restructuring-related items (net of recoveries) shall be excluded; (vi) reorganization items shall be excluded; (vii) any impairment charges or asset write-offs, non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations, and non-cash charges for deferred tax asset valuation allowances, shall be excluded; (viii) any effect of a change in accounting principles or policies shall be excluded; (ix) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement shall be excluded; (x) any nonrecurring gains or losses (less all fees and expenses relating thereto) shall be excluded; (xi)

rent expense shall be excluded; and (xii) the impact of any deferred proceeds resulting from failed sale accounting shall be excluded. In connection with any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation, (i) promptly following request therefor, Tenant shall provide Landlord with all supporting documentation and backup information with respect thereto as may be reasonably requested by Landlord, (ii) such calculation shall be as reasonably agreed upon between Landlord and Tenant, and (iii) if Landlord and Tenant do not agree within twenty (20) days of either party seeking to commence discussions, the same may be determined by an Expert in accordance with and pursuant to the process set forth in Section 34.2 hereof (clauses (i) through (iii), collectively, the “EBITDAR Calculation Procedures”).

“EBITDAR Calculation Procedures”: As defined in the definition of EBITDAR.

“Eligible Account”: A separate and identifiable account from all other funds held by the holding institution that is either (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution or (b) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company acting in its fiduciary capacity that has a Moody’s rating of at least “Baa2” and which, in the case of a state chartered depository institution or trust company, is subject to regulations substantially similar to 12 C.F.R. §9.10(b), having in either case a combined capital and surplus of at least Fifty Million and No/100 Dollars (\$50,000,000.00) and subject to supervision or examination by federal and state authority. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.

“Eligible Institution”: Either (a) a depository institution or trust company insured by the Federal Deposit Insurance Corporation, the short-term unsecured debt obligations or commercial paper of which are rated at least “A-1+” by S&P and “P-1” by Moody’s in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of Letters of Credit and accounts in which funds are held for more than thirty (30) days, the long-term unsecured debt obligations of which are rated at least “A+” by S&P and “Aa3” by Moody’s), or (b) Wells Fargo Bank, National Association, provided that the rating by S&P and Moody’s for the short term unsecured debt obligations or commercial paper and long term unsecured debt obligations of the same does not decrease below the ratings set forth in clause (a) hereof.

“Embargoed Person”: Any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, The USA PATRIOT Act (including the anti-terrorism provisions thereof), the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder including those related to Specially Designated Nationals and Specially Designated Global Terrorists, with the result that the applicable transaction is prohibited by law or in violation of law.

“Environmental Costs”: As defined in Section 32.4.

“Environmental Laws”: Any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, orders, decrees or judgments, whether statutory or common law, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to the environment, public health and safety and industrial hygiene and relating to the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of any Hazardous Substance, including the Industrial Site Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and relevant provisions of the Occupational Safety and Health Act.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations, equity interests, voting interests or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Escalator”: The sum of (a) one plus (b) the greater of (i) two one-hundredths (0.02) and (ii) the CPI Increase.

“Escalator Adjustment Date”: The first day of each Lease Year, excluding the first Lease Year of the Initial Term and the first Lease Year of each Renewal Term.

“Estoppel Certificate”: As defined in Section 23.1(a).

“Exchange Act”: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Assets”: (i) Motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a lien on such assets or such rights can be perfected by filing a UCC-1), and commercial tort claims with a value of less than Fifteen Million and No/100 Dollars (\$15,000,000.00), (ii) pledges and security interests (1) prohibited by Legal Requirements (including Gaming Regulations) or contractual obligation (except to the extent such contractual obligation was entered into with the intent to vitiate the rights of Landlord hereunder, and provided that Tenant shall use good faith efforts, in its commercially reasonable business judgment, to avoid agreeing to contractual obligations that prohibit pledging of assets that otherwise would constitute Tenant’s Pledged Property) in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or (2) which would require governmental (including Gaming Authority) consent, approval, license or authorization to be pledged (to the extent such consent, approval, license or authorization has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, approval, license or authorization, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent, approval, license or authorization), in each case, except to the extent such requirement is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (iii) those assets as to which Landlord and Tenant reasonably agree

in writing that the costs or other consequence of obtaining or perfecting such a security interest or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than Tenant, CEC or any of their Affiliates) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (v) any governmental licenses (including gaming licenses) or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby or require the consent of any governmental authority (to the extent such consent has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent) in each case, except to the extent such prohibition or restriction is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (vi) pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office, (vii) any Equity Interests, (viii) other customary exclusions separately agreed in writing between Landlord and Tenant, (ix) any segregated accounts or funds, or any portion thereof, received by Tenant as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Tenant to collect and remit those funds to such third parties, (x) any equipment or other asset that is subject to a purchase money debt arrangement, slot financing arrangement or a personal property lease obligation, if the contract or other agreement providing for such purchase money debt arrangement, slot financing arrangement or personal property lease obligation prohibits or requires the consent of any Person (other than Tenant, CEC or any of their respective Affiliates) as a condition to the creation of any other security interest on such equipment or asset and, in each case, to the extent such purchase money debt arrangement, slot financing arrangement or personal property lease obligation is permitted under Section 6.3 hereof, and (xi) proceeds and products of Tenant’s Pledged Property that do not independently qualify as Tenant’s Pledged Property; provided, that Tenant may in its sole discretion elect to exclude any property from the definition of Excluded Assets.

“Existing Fee Mortgage”: The Fee Mortgage as in effect on the Commencement Date, together with any amendments, modifications, and/or supplements thereto after the Commencement Date.

“Existing Fee Mortgage Documents”: The Fee Mortgage Documents with respect to the Existing Fee Mortgage.

“Expert”: An independent third party professional, with expertise in respect of a matter at issue, appointed by the agreement of Landlord and Tenant or otherwise in accordance with Article XXXIV hereof.

“Expert Valuation Notice”: As defined in Section 34.1.

“Expiration Date”: The Stated Expiration Date, or such earlier date as this Lease is terminated pursuant to its terms.

**“Extraordinary Items”:** Gains or losses related to events and transactions that both: (a) possess a high degree of abnormality and are of a type clearly unrelated to, or only incidentally related to, the ordinary and typical activities of the applicable entity, taking into account the environment in which such entity operates; and (b) are of a type that would not reasonably be expected to recur in the foreseeable future, taking into account the environment in which the applicable entity operates.

**“Facility”:** Collectively, (a) the assets comprising (i) a part of the Leased Property as listed on Exhibit A attached hereto, including the respective Leased Improvements, easements, development rights, and other tangible rights (if any) forming a part thereof or appurtenant thereto, including any and all Capital Improvements (including any Tenant Material Capital Improvements), and (ii) all of Tenant’s Property, and (b) the business operated by Tenant on or about such Leased Property or Tenant’s Property or any portion thereof or in connection therewith.

**“Fair Market Ownership Value”:** The fair market purchase price of the Leased Property, Facility or any applicable part thereof, as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash on arm’s-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), taking into account the provisions of Section 34.1(f) if applicable, and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party) and subject to the further factors, as applicable, that are set forth in the definition of “Fair Market Rental Value” herein below as applicable, either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease.

**“Fair Market Base Rental Value”:** The Fair Market Rental Value, as determined with respect to Base Rent only (and not Variable Rent nor Additional Charges), assuming and taking into account that Variable Rent and Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Base Rental Value shall be paid.

**“Fair Market Property Value”:** The fair market purchase price of the applicable personal property (including, solely in the case of a valuation pursuant to Section 36.3 hereof, rights to or under applicable Intellectual Property), as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash on arm’s-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Tenant and either Landlord or Successor Tenant (as applicable), or (ii) if not agreed upon in accordance with clause (i) above, as determined in accordance with the procedure specified in Section 34.1.

**“Fair Market Rental Value”:** The annual fixed fair market rental value for the Leased Property or any applicable part thereof (excluding Tenant Material Capital Improvements), as the context requires, as of the date of commencement of the Renewal Term for which the Fair Market Rental Value is being determined, in its then-condition, that a willing tenant would pay to a willing landlord on arm’s length terms (assuming (1) neither such tenant nor landlord is under any compulsion to lease and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus, (2) such lease contained terms and conditions identical to the terms and conditions of this Lease, other than with respect to the length of term and payment of Rent, (3) neither party is paying any broker a commission in connection with the transaction, and (4) that the tenant thereunder will pay such Fair Market Rental Value for the entire term of such demise (*i.e.*, no early termination)), taking into account the provisions of Section 34.1(g), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease. In all cases, for purposes of determining the Fair Market Ownership Value or the Fair Market Rental Value, as the case may be, (A) the Leased Property (or Facility, as applicable) to be valued pursuant hereto (as improved by all then existing Leased Improvements, and all Capital Improvements thereto, but excluding any Tenant Material Capital Improvements), shall be valued as (or as part of) a fully-permitted Facility operated in accordance with the provisions of this Lease for the Primary Intended Use, free and clear of any lien or encumbrance evidencing a debt (including any Permitted Leasehold Indebtedness) or judgment (including any mortgage, security interest, tax lien, or judgment lien) (provided, however, for purposes of determining Fair Market Ownership Value of any applicable Tenant Material Capital Improvements pursuant to Section 10.4(e), the same shall be valued on the basis of the then-applicable status of any applicable permits, free and clear of only such liens and encumbrances that will be removed if and when conveyed to Landlord pursuant to said Section 10.4(e)), (B) in determining the Fair Market Ownership Value or Fair Market Rental Value with respect to damaged or destroyed Leased Property, such value shall be determined as if such Leased Property had not been so damaged or destroyed (unless otherwise expressly provided herein), except that such value with respect to damaged or destroyed Tenant Material Capital Improvements shall only be determined as if such Tenant Material Capital Improvements had been restored if and to the extent Tenant is required to repair, restore or replace such Tenant Material Capital Improvements under this Lease (provided, however, for purposes of determining Fair Market Ownership Value pursuant to Section 10.4(e), the same shall be valued taking into account any then-existing damage), and (C) the price shall represent the normal consideration for the property sold (or leased) unaffected by sales (or leasing) concessions granted by anyone associated with the transaction. In addition, the following specific matters shall be factored in or out, as appropriate, in determining Fair Market Ownership Value or Fair Market Rental Value as the case may be: (i) the negative value of (x) any deferred maintenance or other items of repair or replacement of the Leased Property to the extent arising from breach or failure of Tenant to perform or observe its obligations hereunder, (y) any then current or prior Gaming or other licensure violations by Tenant, Guarantor or any of their Affiliates, and (z) any breach or failure of Tenant to perform or observe its obligations hereunder (in each case with respect to the foregoing clauses (x), (y) and (z), without giving effect to any applicable cure periods hereunder), shall, in each case, when determining Fair Market Ownership Value or Fair Market Rental Value, as the case may be, not be taken into

account; rather, the Leased Property and every part thereof shall be deemed to be in the condition required by this Lease and Tenant shall at all times be deemed to have operated the Facility in compliance with and to have performed all obligations of Tenant under this Lease (provided, however, for purposes of determining Fair Market Ownership Value under Section 10.4(e), the negative value of the items described in clauses (x), (y) and (z) shall be taken into account); and (ii) in the case of a determination of Fair Market Rental Value, such determination shall be without reference to any savings Landlord may realize as a result of any extension of the Term of this Lease, such as savings in free rent and tenant concessions, and without reference to any “start-up” costs a new tenant would incur were it to replace the existing Tenant for any Renewal Term or otherwise. The determination of Fair Market Rental Value shall be of Base Rent and Variable Rent (but not Additional Charges), and shall assume and take into account that Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Rental Value shall be paid. For the avoidance of doubt, the annual Fair Market Rental Value shall be calculated and evaluated as a whole for the entire term in question, and may reflect increases in one or more years during the applicable term in question (i.e., the annual Fair Market Rental Value need not be identical for each year of the term in question).

“Fee Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Landlord’s interest in the Leased Property or any portion thereof (or an indirect interest therein, including without limitation, a lien on direct or indirect interests in Landlord) in accordance with the provisions of Article XXXI hereof.

“Fee Mortgage Damages”: As defined in Section 41.3.

“Fee Mortgage Documents”: With respect to each Fee Mortgage and Fee Mortgagee, the applicable Fee Mortgage, loan agreement, pledge agreement, debt agreement, credit agreement or indenture, lease, note, collateral assignment instruments, guarantees, indemnity agreements and other documents or instruments evidencing, securing or otherwise relating to the loan made, credit extended, or lease or other financing vehicle entered into pursuant thereto.

“Fee Mortgage Reserve Account”: As defined in Section 31.3.

“Fee Mortgagee”: The holder(s) or lender(s) under any Fee Mortgage or the agent or trustee acting on behalf of any such holder(s) or lender(s).

“Fee Mortgagee Securitization”: Any sale or financing by a Fee Mortgagee (including, without limitation, issuing one or more participations) of all or a portion of the loan secured by a Fee Mortgage, including, without limitation, a public or private securitization of rated single- or multi-class securities secured by or evidencing ownership interests in all or any portion of the loan secured by a Fee Mortgage or a pool of assets that includes such loan.

“Fee Mortgagee Securitization Indemnitor”: Any Fee Mortgagee, any Affiliate of a Fee Mortgagee that has filed any registration statement relating to a Fee Mortgagee Securitization or has acted as the sponsor or depositor in connection with a Fee Mortgagee Securitization, any Affiliate of a Fee Mortgagee that acts as an underwriter, placement agent or



initial purchaser of securities issued in a Fee Mortgagee Securitization, any other co-underwriters, co-placement agents or co-initial purchasers of securities issued in a Fee Mortgagee Securitization, in each case under or relating to the Existing Fee Mortgage, and each of their respective officers, directors and Affiliates and each Person or entity who “controls” any such Person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act.

“FF&E”: Collectively, furnishings, fixtures, inventory, and equipment located in the guest rooms, hallways, lobbies, restaurants, lounges, meeting and banquet rooms, parking facilities, public areas or otherwise in any portion of the Facility, including (without limitation) all beds, chairs, bookcases, tables, carpeting, drapes, couches, luggage carts, luggage racks, bars, bar fixtures, radios, television sets, intercom and paging equipment, electric and electronic equipment, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, stoves, ranges, refrigerators, laundry machines, tools, machinery, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, cabinets, lockers, shelving, dishwashers, garbage disposals, washer and dryers, gaming equipment and other casino equipment and all other hotel and casino resort equipment, supplies and other tangible property owned by Tenant, or in which Tenant has or shall have an interest, now or hereafter located at the Leased Property or used or held for use in connection with the present or future operation and occupancy of the Facility; provided, however, that FF&E shall not include items owned by subtenants that are neither Tenant nor Affiliates of Tenant, by guests or by other third parties.

“FF&E Reserve”: As defined in Section 9.5(a).

“FF&E Reserve Funds”: As defined in Section 9.5(a).

“Financial Statements”: (i) For a Fiscal Year, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year and prepared in accordance with GAAP and audited by a “big four” or other nationally recognized accounting firm, and (ii) for a Fiscal Quarter, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and for the period from the beginning of the Fiscal Year to the end of such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year or Fiscal Quarter, as the case may be, and prepared in accordance with GAAP.

“First Variable Rent Period”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“First VRP Net Revenue Amount”: As defined in clause (b)(ii)(A)(x) of the definition of “Rent.”

“Fiscal Quarter”: With respect to any Person, for any date of determination, a fiscal quarter for each Fiscal Year of such Person. In the case of each of Tenant and CEC, “Fiscal Quarter” means each calendar quarter ending on March 31, June 30, September 30 and December 31, for each Fiscal Year of Tenant.

“Fiscal Period”: With respect to any Person, for any date of determination, the period of the four (4) most recently ended consecutive Fiscal Quarters of such Person for which Financial Statements are available.

“Fiscal Year”: The annual period commencing January 1 and terminating December 31 of each year.

“Fixtures”: All equipment, machinery, fixtures and other items of property, including all components thereof, that are now or hereafter located in or on, or used in connection with, and permanently affixed to or otherwise incorporated into the Leased Improvements or the Land.

“Foreclosure Purchaser”: As defined in Section 31.1.

“Foreclosure Successor Tenant”: Either (i) any assignee pursuant to Sections 22.2(i)(b) or (c), or (ii) any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee that enters into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“Forum Shops Lease”: That certain Second Amended and Restated Ground Lease, dated February 7, 2003, by and between Desert Palace LLC (as successor-in-interest to Caesars Palace Realty Corp.), as landlord, and Forum Shops, LLC, as tenant, as amended from time to time.

“GAAP”: Generally accepted accounting principles in the United States consistently applied in the preparation of financial statements, as in effect from time to time.

“Gaming”: Casino, racetrack, racino, video lottery terminal or other gaming activities, including, but not limited to, the operation of slot machines, video lottery terminals, table games, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering). For avoidance of doubt, the terms “gaming” and “gambling” as used in this Lease are intended to include the meanings of such terms under NRS Section 463.0153.

“Gaming Authorities”: Any of the Nevada Gaming Commission, the Nevada State Gaming Control Board, the Clark County Liquor and Gaming Licensing Board, the City of Las Vegas and any other gaming regulatory body or any agency or governmental authority which has, or may at any time after the Commencement Date have, jurisdiction over the gaming activities at the Leased Property or any successor to such authority.

“Gaming Facility”: A facility at which there are operations of slot machines, video lottery terminals, blackjack, baccarat, keno operation, table games, any other mechanical or computerized gaming devices, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering), or which is otherwise operated for purposes of Gaming, and all related or ancillary real property.

“Gaming License”: Any license, qualification, registration, accreditation, permit, approval, finding of suitability or other authorization issued by a state or other governmental regulatory agency (including any Native American tribal gaming or governmental authority) or Gaming Authority to operate, carry on or conduct any gaming, gaming device, slot machine, video lottery terminal, table game, race book or sports pool on the Leased Property or any portion thereof, or to operate a casino at the Leased Property required by any Gaming Regulation, including each of the licenses, permits or other authorizations set forth on Schedule 1, and including those related to the Leased Property that may be added to this Lease after the Commencement Date.

“Gaming Regulation(s)”: Any and all laws, statutes, ordinances, rules, regulations, policies, orders, codes, decrees or judgments, and Gaming License conditions or restrictions, as amended from time to time, now or hereafter in effect or promulgated, pertaining to the operation, control, maintenance, alteration, modification or capital improvement of a Gaming Facility or the conduct of a person or entity holding a Gaming License, including, without limitation, any requirements imposed by a regulatory agency, commission, board or other governmental body pursuant to the jurisdiction and authority granted to it under applicable law, including, but not limited to, the provisions of the Nevada Gaming Control Act, as amended from time to time, all regulations of the Nevada Gaming Commission promulgated thereunder, as amended from time to time, the provisions of the Clark County Code, as amended from time to time, and all other rules, regulations, orders, ordinances and legal requirements of any Gaming Authority.

“Gaming Revenues”: As defined in the definition of “Net Revenue.”

“Government List”: (1) any list or annex to Presidential Executive Order 13224 issued on September 24, 2001 (“EO13224”), including any list of Persons who are determined to be subject to the provisions of EO13224 or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (2) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (3) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (4) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America.

“Ground Leased Property”: The real property leased pursuant to the Ground Leases. The Ground Leased Property in respect of the Ground Lease in existence as of the Commencement Date is described in Exhibit E attached hereto.

“Ground Leases”: Collectively, those certain leases with respect to real property that is a portion of the Leased Property, pursuant to which Landlord is a tenant and which leases are in existence as of the Commencement Date and listed on Schedule 2 hereto or, subject to Section 7.3, subsequently added to the Leased Property in accordance with the provisions of this Lease. Each of the Ground Leases is referred to individually herein as a “Ground Lease.”

“Ground Lessor”: As defined in Section 7.3.

“Guarantor”: CEC, together with its successors and permitted assigns, in its capacity as “Lease Guarantor” under the MLSA.

“Guarantor EOD Conditions”: Both (i) a Lease Foreclosure Transaction that complies with the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of this Lease shall have occurred, and (ii) Guarantor is not an Affiliate of Tenant.

“Guest Data”: Any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Tenant, Services Co, Manager or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Tenant, Services Co, Manager or any of their respective Affiliates from: (i) guests or customers of the Facility (for the avoidance of doubt, including CPLV Guest Data and Property Specific Guest Data); (ii) guests or customers of any Other Facility (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources and databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program (as defined in the MLSA)).

“Handling”: As defined in Section 32.4.

“Hazardous Substances”: Collectively, any petroleum, petroleum product or by product or any substance, material or waste regulated pursuant to any Environmental Law.

“Impositions”: Collectively, all taxes, including ad valorem, sales, use, single business, gross receipts, transaction privilege, rent or similar taxes; assessments, including assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date and whether or not to be completed within the Term; ground rents pursuant to Ground Leases (in effect as of the Commencement Date or otherwise entered into in accordance with this Lease); water, sewer and other utility levies and charges; excise tax levies; license, permit, inspection, authorization and similar fees; bonds and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character to the extent in respect of the Leased Property or any portion thereof and/or the Rent and Additional Charges (but not, for the avoidance of doubt, in respect of Landlord’s income (as specified in clause (a) below)) and all interest and penalties thereon

attributable to any failure in payment by Tenant, which at any time prior to or during the Term may be assessed or imposed on or in respect of or be a lien upon (i) Landlord or Landlord's interest in the Leased Property or any portion thereof, (ii) the Leased Property or any portion thereof or any rent therefrom or any estate, right, title or interest therein, or (iii) any occupancy, operation, use or possession of, or sales from or activity conducted on or in connection with the Leased Property or any portion thereof or the leasing or use of the Leased Property or any portion thereof; provided, however that nothing contained in this Lease shall be construed to require Tenant to pay (a) any tax, fee or other charge based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Landlord or any other Person (except Tenant and its successors), (b) any transfer, or net revenue tax of Landlord or any other Person (except Tenant and its successors), (c) any tax imposed with respect to the sale, exchange or other disposition by Landlord of the Leased Property or any portion thereof or the proceeds thereof, (d) any principal or interest on or other amount in respect of any indebtedness on or secured by the Leased Property or any portion thereof for which Landlord (or any of its Affiliates) is the obligor, or (e) any principal or interest on or other amount in respect of any indebtedness of Landlord or its Affiliates that is not otherwise included as "Impositions" hereunder; provided, further, however, that Impositions shall include (and Tenant shall be required to pay in accordance with the provisions of this Lease) (x) any tax, assessment, tax levy or charge set forth in clause (a) or (b) of the preceding proviso that is levied, assessed or imposed in lieu of, or as a substitute for, any Imposition (and, without limitation, if at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new, non-income-based tax, assessment, levy (including, but not limited to, any city, state or federal levy), imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Leased Property, or any part thereof, and shall be imposed upon Landlord, then all such new taxes, assessments, levies, impositions or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, to the extent that such Impositions would be payable if the Leased Property were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions), (y) any transfer taxes or other levy or assessment imposed by reason of any assignment of this Lease (other than an assignment of this Lease made by Landlord) or any interest therein subsequent to the execution and delivery hereof, or any transfer or Sublease or termination thereof and (z) any mortgage tax or mortgage recording tax imposed by reason of any Permitted Leasehold Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Tenant or its Affiliates (but not any mortgage tax or mortgage recording tax imposed by reason of a Fee Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Landlord or its Affiliates).

"Incurable Default": Collectively or individually, as the context may require, the defaults referred to in Sections 16.1(c), 16.1(d), 16.1(e), 16.1(h) (as to judgments against Guarantor only), 16.1(i), 16.1(n) and 16.1(q) and any other defaults not reasonably susceptible to being cured by a Permitted Leasehold Mortgagee or a subsequent owner of the Leasehold Estate through foreclosure thereof.

"Indenture": That certain First-Priority Senior Secured Floating Rate Notes due 2022 Indenture dated October 6, 2017, among Propco I, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Initial Stated Expiration Date”: As defined in Section 1.3.

“Initial Term”: As defined in Section 1.3.

“Insurance Requirements”: The terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy and of any insurance board, association, organization or company necessary for the maintenance of any such policy.

“Intellectual Property” or “IP”: All rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“Trademarks”), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts, (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).

“Intercreditor Agreement”: That certain Intercreditor Agreement, dated as of the date hereof, by and among Landlord, Credit Suisse AG, Cayman Islands Branch, as Credit Agreement Collateral Agent (as defined therein), each additional Tenant Financing Collateral Agent (as defined therein) that becomes a party thereto pursuant to Section 9.6 thereof, Tenant and JPMorgan Chase Bank, National Association, Barclays Bank PLC, Goldman Sachs Mortgage Company and Morgan Stanley Bank, N.A., collectively as lender under the Landlord Financing Agreement (as defined therein).

“Joliet Partner”: Des Plaines Development Holdings, LLC.

“Land”: As defined in clause (a) of the first sentence of Section 1.1.

“Landlord”: As defined in the preamble.

“Landlord Indemnified Parties”: As defined in Section 21.1(i).

“Landlord MCI Financing”: As defined in Section 10.4(b).

“Landlord Prohibited Person”: As defined in the MLSA.

“Landlord REIT”: VICI Properties Inc., a Maryland corporation, the indirect parent of Landlord.

“Landlord Tax Returns”: As defined in Section 4.1(a).

“Landlord Work”: As defined in Section 10.5(e).

“Landlord’s Enforcement Condition”: Either (i) there are no Permitted Leasehold Mortgagees or (ii) Landlord has delivered to each Permitted Leasehold Mortgagee for which notice to Landlord has been properly provided pursuant to Section 17.1(b)(i) hereof, a copy of the applicable notice of default pursuant to Section 17.1(c) hereof and the Right to Terminate Notice pursuant to Section 17.1(d) hereof, and (solely for purposes of this clause (ii)) either of the following occurred:

(a) Either (1) no Permitted Leasehold Mortgagee has satisfied the requirements in Section 17.1(d) within the thirty (30) or ninety (90) day periods, as applicable, described therein, or (2) a Permitted Leasehold Mortgagee satisfied the requirements in Section 17.1(d) prior to the expiration of the applicable period, but did not cure a default that is required to be so cured by such Permitted Leasehold Mortgagee and such Permitted Leasehold Mortgagee discontinued efforts to cure the applicable default(s) thereby failing to satisfy the conditions for extending the termination date as provided in Section 17.1(e) or otherwise failed at any time to satisfy the conditions for extending the termination date as provided in Section 17.1(e)(i); or

(b) Both (1) this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default, and (2) no Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein.

“Landlord’s MCI Financing Proposal”: As defined in Section 10.4(a).

“Landlord Specific Ground Lease Requirements”: As defined in Section 7.3(a).

“Lease”: As defined in the preamble.

“Lease Assumption Agreement”: As defined in Section 22.2(i).

“Lease Foreclosure Transaction”: Either (i) an assignment pursuant to Section 22.2(i)(b) or (c), or (ii) entry by any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“Lease/MLSA Related Agreements”: Collectively, this Lease, the Other Leases, the MLSA, the Other MLSAs, the Transition Services Agreement, the Other Transition Services Agreement, the Intercreditor Agreement and the Other Intercreditor Agreement.

“Lease Year”: The first Lease Year of the Term shall be the period commencing on the Commencement Date and ending on the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs, and each subsequent Lease Year shall be each period of twelve (12) full calendar months after the last day of the prior Lease Year, except that the final Lease Year of the Term shall end on the Expiration Date.

“Leased Improvements”: As defined in clause (c) of the first sentence of Section 1.1.

“Leased Property”: As defined in Section 1.1. For the avoidance of doubt, the Leased Property includes all Alterations and Capital Improvements, provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein. Notwithstanding the foregoing, provisions of this Lease that provide for certain benefits or rights to Tenant with respect to Tenant Material Capital Improvements, such as, by way of example only and not by way of limitation, the payment of the applicable insurance proceeds to Tenant due to a loss or damage of such Tenant Material Capital Improvements pursuant to Section 14.1, shall remain in effect notwithstanding the preceding sentence.

“Leased Property Tests”: Together, the Annual Minimum Per-Lease B&I Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement B.

“Leasehold Estate”: As defined in Section 17.1(a).

“Legal Requirements”: All applicable federal, state, county, municipal and other governmental statutes, laws (including securities laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, whether now or hereafter enacted and in force, as applicable to any Person or to the Facility, including those (a) that affect either the Leased Property or any portion thereof and/or Tenant’s Property, all Capital Improvements and Alterations (including any Material Capital Improvements) or the construction, use or alteration thereof, or otherwise in any way affecting the business operated or conducted thereat, as the context requires, and (b) which may (i) require repairs, modifications or alterations in or to the Leased Property or any portion thereof and/or any of Tenant’s Property, (ii) without limitation of the preceding clause (i), require repairs, modifications or alterations in or to any portion of any Capital Improvements (including any Material Capital Improvements), (iii) in any way adversely affect the use and enjoyment of any of the foregoing, or (iv) regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Substance.

“Letter of Credit”: An irrevocable, unconditional, clean sight draft letter of credit reasonably acceptable to Landlord and Fee Mortgagee (as applicable) in favor of Landlord or, at Landlord’s direction, Fee Mortgagee and entitling Landlord or Fee Mortgagee (as applicable) to draw thereon based solely on a statement executed by an officer of Landlord or Fee Mortgagee (as applicable) stating that it has the right to draw thereon under this Lease in a location in the United States reasonably acceptable to Landlord or Fee Mortgagee (as applicable), issued by a domestic Eligible Institution or the U.S. agency or branch of a foreign Eligible Institution, and



upon which letter of credit Landlord or Fee Mortgagee (as applicable) shall have the right to draw in full: (a) if Landlord or Fee Mortgagee (as applicable) has not received at least thirty (30) days prior to the date on which the then outstanding letter of credit is scheduled to expire, a notice from the issuing financial institution that it has renewed the applicable letter of credit; (b) thirty (30) days prior to the date of termination following receipt of notice from the issuing financial institution that the applicable letter of credit will be terminated; and (c) thirty (30) days after Landlord or Fee Mortgagee (as applicable) has given notice to Tenant that the financial institution issuing the applicable letter of credit ceases to either be an Eligible Institution or meet the rating requirement set forth above.

**“Licensing Event”:**

(a) With respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to either Tenant or Manager or any of their respective Affiliates (each, a “Tenant Party”) or to a Landlord Party (as defined below) or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Tenant Party with Landlord is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by Landlord or any of its Affiliates (each, a “Landlord Party”) under any Gaming Regulations or (B) violate any Gaming Regulations to which a Landlord Party is subject; or (ii) a Tenant Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Tenant Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so, and, solely for purposes of determining whether a Tenant Event of Default has occurred under Section 16.1(l), the same causes cessation of Gaming activity at the Facility and would reasonably be expected to have a material adverse effect on the Facility; and

(b) With respect to Landlord, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a Landlord Party or to a Tenant Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Landlord Party with Tenant is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by a Tenant Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Tenant Party is subject; or (ii) a Landlord Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Landlord Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so, and, solely for purposes of determining whether a default has occurred under Section 41.13 hereunder, the same causes cessation of Gaming activity at the Facility and would reasonably be expected to have a material adverse effect on the Facility.

**“Liquor Authority”:** As defined in Section 41.13.

**“Liquor Laws”:** As defined in Section 41.13.

**“London Clubs”:** Those certain assets described on Schedule 6 attached hereto.

“London/Chester Properties”: Collectively, the London Clubs and the Chester Property.

“Manager”: CPLV Manager, LLC, a Delaware limited liability company, together with its successors and permitted assigns, in its capacity as “Manager” under the MLSA.

“Market Capitalization”: With respect to any Person, an amount equal to (i) the total number of issued and outstanding shares of Equity Interests of such Person on the date of determination multiplied by (ii) the arithmetic mean of the closing sale price per share of such Equity Interests as reported in composite transactions for the principal securities exchange on which such Equity Interests are traded for the thirty (30) consecutive trading days (excluding any such trading day in which a material suspension or limitation was imposed on trading on such securities exchange) immediately preceding the date of determination. If such Equity Interests are not so traded, are not so reported or such Person’s Market Capitalization is otherwise not readily observable, such Person’s “Market Capitalization” for purposes of this Lease shall be its equity value based on a valuation by a valuation firm that is acceptable to both Landlord and Tenant and that is not an Affiliate of either Landlord or Tenant. For the purposes of this definition, the number of issued and outstanding shares of Equity Interests of a person shall not include shares held (a) by a Subsidiary of such person or (b) by such person as treasury stock or otherwise.

“Material Capital Improvement”: Any single or series of related Capital Improvements that would or does (i) have a total budgeted or actual cost (as reasonably evidenced to Landlord) (excluding land acquisition costs) in excess of Fifty Million and No/100 Dollars (\$50,000,000.00) and (ii) either (a) materially alter the Facility (e.g., shoring, permanent framework reconfigurations), (b) expand the Facility (i.e., construction of material additions to existing Leased Improvements) or (c) add improvements to undeveloped portion(s) of the Land.

“Material Leased Property”: Leased Property or Other Leased Property, or any portion thereof, having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material London/Chester Property”: All or any portion of the London/Chester Properties having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material Sublease”: A Sublease (excluding a management agreement or similar agreement to operate but not occupy as a tenant a particular space at the Facility) under which the rent and/or fees and other payments payable by the Subtenant (or manager) exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year (commencing on the first (1st) day of the second (2nd) Lease Year)) per month.

“Minimum Cap Ex Amount”: The Triennial Minimum Cap Ex Amount B.

“Minimum Cap Ex Reduction Amount”: In each instance in which any Material Leased Property is removed from this Lease or any Other Leases (as applicable), the landlord under an Other Lease disposes of an Other Leased Property with respect to an Other Facility and a third party Severance Lease (as defined in the Other Leases) is executed, Landlord disposes of all of the Leased Property and this Lease is assigned to a third party Acquirer, an Other Lease

(and all the Other Leased Property thereunder) is assigned to a third party Acquirer (as defined in such Other Lease), or Material London/Chester Property is disposed of, all as described in the definition of Triennial Minimum Cap Ex Amount B, the product of (i) the applicable Minimum Cap Ex Amount or Triennial Allocated Minimum Cap Ex Amount B Floor in effect immediately prior thereto, multiplied by (ii) a fraction, the numerator of which shall be equal to the portion of the EBITDAR of Tenant or the Other Tenant (as applicable) for the Trailing Test Period attributable to the Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable), and the denominator of which shall be equal to the aggregate EBITDAR of Tenant and Other Tenants for the Trailing Test Period attributable to all assets then included in the calculation of Capital Expenditures for purposes of the Leased Property Tests (with respect to the Triennial Minimum Cap Ex Amount B and the Triennial Allocated Minimum Cap Ex Amount B Floor) (including, for this purpose, the Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable)).

“Minimum Cap Ex Requirements”: The Annual Minimum Per-Lease B&I Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement B, as applicable.

“Minimum Facility Threshold”: (i) Not less than two thousand five hundred (2,500) rooms, one hundred thousand (100,000) square feet of casino floor containing no less than one thousand three hundred (1,300) slot machines and one hundred (100) gaming tables, (ii) revenue of no less than Seventy-Five Million and No/100 Dollars (\$75,000,000.00) per year is derived from high limit VVIP and international gaming customers, (iii) extensive operated food and beverage outlets, and (iv) at least one (1) large entertainment venue; provided, however, that the foregoing clause (ii) may be satisfied if the Qualified Replacement Manager has managed a property that satisfies the requirements of such clause (ii) within the immediately preceding two (2) years.

“MLSA”: That certain Management and Lease Support Agreement (CPLV) dated of even date herewith by and among Guarantor, Manager, Affiliates of Manager, Tenant and Landlord, as amended, restated or otherwise modified from time to time.

“Monthly FF&E Reserve Amount”: An amount equal to: (A) with respect to the first (1st) five (5) deposits into the FF&E Reserve, Three Million One Hundred Eighty-Six Thousand One and No/100 Dollars (\$3,186,001.00); and (B) thereafter, the quotient of (i) the sum of (a) five percent (5%) of the Net Revenue from the Facility attributable to guest rooms, food and beverage for the prior Fiscal Year, plus (b) two percent (2%) of all other Net Revenue from the Facility for the prior Fiscal Year, divided by (ii) twelve (12).

“Net Revenue”: The net sum of the following, without duplication, over the applicable time period of measurement: (i) the amount received by Tenant (and its Subsidiaries) from patrons at the Facility for gaming, less, (A) to the extent otherwise included in the calculation of Net Revenue, refunds and free promotional play provided pursuant to a rewards, marketing, and/or frequent users program (including rewards granted by Affiliates of Tenant) and (B) amounts returned to patrons through winnings at the Facility (the net amount described in this clause (i), “Gaming Revenues”); plus (ii) the gross receipts of Tenant (and its Subsidiaries) for all goods and merchandise sold, room revenues derived from hotel operations,

food and beverages sold, the charges for all services performed, or any other revenues generated by or otherwise payable to Tenant (and its Subsidiaries) (including, without limitation, use fees, retail and commercial rent, revenue from rooms, accommodations, food and beverage, and the proceeds of business interruption insurance) in, at or from the Facility for cash, credit or otherwise (without reserve or deduction for uncollected amounts), but excluding pass-through revenues collected by Tenant to the extent such amounts are remitted to the applicable third party entitled thereto (the net amounts described in this clause (ii), "Retail Sales"; less (iii) to the extent otherwise included in the calculation of Net Revenue, the retail value of accommodations, merchandise, food and beverage and other services furnished to guests of Tenant at the Facility without charge or at a reduced charge (and, with respect to a reduced charge, such reduction in Net Revenue shall be equal to the amount of the reduction of such charge otherwise included in Net Revenue) (the amounts described in this clause (iii), "Promotional Allowances"). Notwithstanding anything herein to the contrary, the following provisions shall apply with respect to the calculation of Net Revenue:

(a) For purposes of calculating adjustments to Variable Rent, the following provisions shall apply:

(1) Net Revenue shall not include any amounts received by Tenant or its Subsidiaries under the Forum Shops Lease.

(2) In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, thereafter, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease shall not be included in the calculation of Net Revenue for the applicable base year, provided, that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to substantially the same Ground Leased Property, then the Net Revenue attributable to such expired, cancelled or terminated Ground Lease shall once again be included in the calculation of Net Revenue for the applicable base year.

(3) If Tenant enters into a Sublease with a Subtenant that is not wholly-owned by Guarantor (such that, after entering into such Sublease rather than the Gaming Revenues, Retail Sales and Promotional Allowances generated by the space covered by such Sublease being included in the calculation of Tenant's Net Revenue, instead the revenue from such Sublease would be governed by clause (b)(1) or (b)(2) below), then, thereafter, any Gaming Revenues, Retail Sales and Promotional Allowances that would otherwise be included in the calculation of Net Revenue for the applicable base year with respect to the applicable subleased (or managed) space shall be excluded from the calculation of Net Revenue for the applicable base year, and the rent and/or fees and other consideration to be received by Tenant pursuant to such Sublease shall be substituted therefor.

(4) If Tenant assumes operation of space that in the applicable base year was operated under a Sublease with a Subtenant that was not wholly-owned by Guarantor, or if all of the direct or indirect ownership interests in a Person that was a Subtenant in the applicable base year are acquired by Guarantor (in either case, such that after entering into such Sublease revenue that would otherwise be included in Net Revenue for the applicable base year pursuant

to clause (b)(1) or (b)(2) below is converted to revenue with respect to which Gaming Revenues, Retail Sales and Promotional Allowances are included in Net Revenue for the applicable base year), then, thereafter the rent and/or fees and other consideration received by Tenant pursuant to such Sublease that would otherwise be included in the calculation of Net Revenue for the applicable base year shall be excluded from the calculation of Net Revenue for the applicable base year, and the Gaming Revenues, Retail Sales and Promotional Allowances to be received by Tenant pursuant to its operation of such space shall be substituted therefor.

(5) Notwithstanding the foregoing, the adjustments provided for in clauses (a)(3) and (a)(4) above shall not be implemented in the calculation of Net Revenue with respect to any transaction involving any space for which aggregate Gaming Revenues, Retail Sales and Promotional Allowances do not exceed Ten Million and No/100 Dollars (\$10,000,000.00) in each transaction and Fifteen Million and No/100 Dollars (\$15,000,000.00) in the aggregate per Lease Year.

(b) Amounts received pursuant to Subleases shall be included in Net Revenue as follows:

(1) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns less than fifty percent (50%) of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include the rent and/or fees and all other consideration received by Tenant pursuant to such Sublease.

(2) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns fifty percent (50%) or more of the ownership interests, but less than all of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include an amount equal to the greater of (x) the rent and/or fees and all other consideration actually received by Tenant for such Sublease from such Affiliate and (y) the rent and/or fees and other consideration that would be payable under such Sublease if at arms-length, market rates.

(3) With respect to any Sublease from Tenant to a Subtenant that is directly or indirectly wholly-owned by Guarantor, Net Revenue shall not include the rent and/or fees or any other consideration received by Tenant pursuant to such Sublease but shall include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant.

(c) For the avoidance of doubt, gaming taxes and casino operating expenses (such as salaries, income taxes, employment taxes, supplies, equipment, cost of goods and inventory, rent, office overhead, marketing and advertising and other general administrative costs) will not be deducted in arriving at Net Revenue.

(d) Net Revenue will be calculated on an accrual basis for purposes of this definition, as required under GAAP.

“New Lease”: As defined in Section 17.1(f).

“New Tower”: A new tower of hotel rooms, with related amenities, contemplated by Tenant to be constructed on or about one of the portions of the Leased Property set forth on Exhibit J, subject to the provisions, terms and conditions of this Lease.

“Non-Consented Lease Termination”: As defined in the MLSA.

“Non-Core Tenant Competitor”: A Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year, commencing with the second (2nd) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business.

“Notice”: A notice given in accordance with Article XXXV.

“Notice of Termination”: As defined in Section 17.1(f).

“NRS”: As defined in Section 41.14.

“Octavius Ground Lease”: The Ground Lease listed on Schedule 2 attached hereto.

“OFAC”: As defined in Article XXXIX.

“Omnibus Agreement”: That certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the Commencement Date, by and among Caesars Enterprise Services, LLC, CEOC, Caesars Entertainment Resort Properties LLC, Caesars Growth Properties Holding, LLC, Caesars License Company, LLC, and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time, subject to Section 20.16 of the MLSA.

“Other Capital Expenditures”: The “Capital Expenditures” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Facility”: A “Facility” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Intercreditor Agreement”: The “Intercreditor Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Material Capital Improvements”: The “Material Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Leases”: Collectively or individually, as the context may require, (i) that certain Lease (Non-CPLV), dated as of the date hereof, by and between various Affiliates of Landlord, as “Landlord,” and various Affiliates of Tenant, as “Tenant,” with respect to various other Gaming Facilities and other real property assets, as amended, restated or otherwise modified from time to time (the “Non-CPLV Lease”), and (ii) that certain Lease (Joliet), dated as of the date hereof, by and between Harrah’s Joliet Landco LLC, as “Landlord,” and Des Plaines Development Limited Partnership, as “Tenant,” with respect to the Gaming Facility known as Harrah’s Joliet, located in Joliet, Illinois, as amended, restated or otherwise modified from time to time (the “Joliet Lease”).

“Other Leased Property”: The “Leased Property” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other MLSAs”: Collectively or individually, as the context may require, (i) that certain Management and Lease Support Agreement (Non-CPLV), dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Affiliates of Tenant and an Affiliate of Landlord, as amended, restated or otherwise modified from time to time, and (ii) that certain Management and Lease Support Agreement (Joliet), dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Des Plaines Development Limited Partnership and Harrah’s Joliet Landco LLC, as amended, restated or otherwise modified from time to time.

“Other Tenants”: The “Tenant” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Tenant Capital Improvements”: The “Tenant Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Transition Services Agreement”: The “Transition Services Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Overdue Rate”: On any date, a rate equal to five (5) percentage points above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

“Parent Entity”: With respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (a) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (b) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (c) is the controlling general partner or managing member of, or otherwise controls, such entity.

“Partial Taking”: As defined in Section 15.1(b).

“Party” and “Parties”: Landlord and/or Tenant, as the context requires.

“Patriot Act Offense”: Any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the USA Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

“Payment Date”: Any due date for the payment of the installments of Rent or Additional Charges payable under this Lease.

“Permitted Exception Documents”: (i) Property Documents (x) that are listed on the title policy described on Exhibit K attached hereto (including the Specified REAs), or (y) that (a) Landlord entered into, as a party thereto, after the date hereof and (b) Tenant is required hereunder to comply with, and (ii) the Specified Subleases (in each case of clauses (i)(x) and (ii), together with any renewals or modifications thereof made in accordance with the express terms thereof), but excluding Specified Subleases as to which the applicable Subtenant is CEOC, CEC, Manager or any of their respective Affiliates. For avoidance of doubt, the Permitted Exception Documents do not include any Ground Leases.

“Permitted FF&E Expenditures”: FF&E, maintenance capital expenditures, replacements and/or repairs to the Leased Property in the ordinary course, in accordance with Tenant’s applicable budget.

“Permitted Leasehold Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Tenant’s leasehold interest (or subleasehold interest) in the Leased Property, subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis (or all the direct or indirect interest therein at any tier of ownership, including without limitation, a lien on direct or indirect Equity Interests in Tenant), granted to or for the benefit of a Permitted Leasehold Mortgagee as security for the indebtedness of Tenant or its Affiliates.

“Permitted Leasehold Mortgagee”: The lender or noteholder or any agent or trustee or similar representative on behalf of one or more lenders or noteholders or other investors in connection with indebtedness secured by a Permitted Leasehold Mortgage, in each case as and to the extent such Person has the power to act (subject to obtaining the requisite instructions) on behalf of all lenders, noteholders or investors with respect to such Permitted Leasehold Mortgage; provided such lender or noteholder or any agent or trustee or similar representative (but not necessarily the lenders, noteholders or other investors which it represents) is a banking or other institution that in the ordinary course acts as a lender, agent or trustee or similar representative (in each case, on behalf of a group of lenders or noteholders) in respect of financings of similar size as the Tenant’s Initial Financing; and provided, further, that, in all events, (i) no agent, trustee or similar representative shall be Tenant, CEOC, CEC, Guarantor or Manager or any of their Affiliates, respectively (each, a “Prohibited Leasehold Agent”), and (ii) no (A) Prohibited Leasehold Agent, (excluding any Person that is a Prohibited Leasehold Agent



as a result of its ownership of publicly-traded shares in any Person), or (B) entity that owns, directly or indirectly (but excluding any ownership of publicly-traded shares in CEC or any of its Affiliates), higher than the lesser of (1) ten percent (10%) of the Equity Interests in Tenant or (2) a Controlling legal or beneficial interest in Tenant, may collectively hold an amount of the indebtedness secured by a Permitted Leasehold Mortgage higher than the lesser of (x) twenty-five percent (25%) thereof and (y) the principal amount thereof required to satisfy the threshold for requisite consenting lenders to amend the terms of such indebtedness that affect all lenders thereunder.

“Permitted Leasehold Mortgagee Designee”: An entity (other than a Prohibited Leasehold Agent) designated by a Permitted Leasehold Mortgagee and acting for the benefit of the Permitted Leasehold Mortgagee, or the lenders, noteholders or investors represented by the Permitted Leasehold Mortgagee.

“Permitted Operation Interruption”: (i) A material Casualty Event or Condemnation and reasonable periods of restoration of the Leased Property following the same, (ii) periods of an Unavoidable Delay, and (iii) provided, subject to the terms of the MLSA, Manager is not an Affiliate of Tenant, interruptions arising from Manager’s default or breach of its obligations under the MLSA.

“Person”: Any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Preceding Lease Year”: As defined in clause (c)(i) of the definition of “Rent.”

“Preliminary Studies”: As defined in Section 10.4(a).

“Primary Intended Use”: (i) Hotel and resort and related uses, (ii) gaming and/or pari-mutuel use, including, without limitation, horsetrack, dogtrack and other similarly gaming-related sporting uses, (iii) ancillary retail and/or entertainment use, (iv) such other uses required under any Legal Requirements (including those mandated by any applicable regulators), (v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing hotel, resort and gaming industry use, and/or (vii) such other use as shall be approved by Landlord from time to time in its reasonable discretion.

“Prime Rate”: On any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (provided that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the comparable prime rate of another comparable nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

“Prior Months”: As defined in the definition of CPI Increase.

“Prohibited Leasehold Agent”: As defined in the definition of Permitted Leasehold Mortgagee.

“Prohibited Persons”: As defined in Article XXXIX.

“Promotional Allowances”: As defined in the definition of “Net Revenue.”

“PropCo”: VICI Properties L.P., a Delaware limited partnership.

“PropCo 1”: VICI Properties 1 LLC, a Delaware limited liability company.

“Propco Opportunity Transaction”: As defined in the ROFR Agreement.

“Propco ROFR”: As defined in the ROFR Agreement.

“Propco TRS”: As defined in Section 1.1.

“Property Documents”: Reciprocal easement and/or operating agreements, easements, covenants, exceptions, conditions and restrictions in each case affecting the Leased Property or any portion thereof, but excluding, in any event, all Fee Mortgage Documents.

“Property Related IP”: All System-wide IP that is reasonably necessary to continue to operate the Facility as presently operated, and which a replacement operator would need to utilize following any replacement of Manager as manager of the Facility; provided, that Property Related IP shall not include (i) the Total Rewards Program, (ii) customer or other data that is applicable to any properties or Other Facilities other than the Facility and is not applicable to the Facility, or (iii) other System-wide IP as it relates solely to any properties or Other Facilities other than the Facility.

“Property Specific Guest Data”: Any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager, or their respective Affiliates, identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the Facility, including retail locations, restaurants, bars, casino and Gaming Facilities, spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, i.e., in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the Facility and that does not concern the Facility, and (iii) Guest Data that concerns Proprietary Information and Systems (as defined in the MLSA) and is not specific to the Facility.

“Property Specific IP”: All Intellectual Property that is both (i) specific to the Facility and (ii) currently or hereafter owned by CEOC or any of its Subsidiaries, including the Intellectual Property set forth on Exhibit H, attached hereto.

**“Qualified Replacement Guarantor”:** A Person that satisfies the following requirements: (a) such Person shall Control or be under common Control with the Qualified Transferee; (b) such Person shall have total EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements are available (which shall have been prepared by a certified public accounting firm of national standing and shall cover a period beginning no earlier than eighteen (18) months prior to the date of determination) (including such financial statements that are not publicly available) of at least Nine Hundred Million and No/100 Dollars (\$900,000,000.00) immediately before giving effect to the subject transfer; (c) such Person shall be solvent and have a Market Capitalization of not less than Four Billion and No/100 Dollars (\$4,000,000,000.00); (d) such Person (i) in the case of a Person with a Market Capitalization of less than Eight Billion and No/100 Dollars (\$8,000,000,000.00), has a Total Leverage Ratio of less than or equal to 6.25:1.00 and a Total Net Leverage Ratio of less than or equal to 5.25:1.00, in each case, immediately before giving effect to the subject transfer or (ii) in the case of a Person with a Market Capitalization greater than or equal to Eight Billion and No/100 Dollars (\$8,000,000,000.00), has a Total Leverage Ratio of less than or equal to 7.25:1.00 and a Total Net Leverage Ratio of less than or equal to 6.25:1.00, in each case, immediately before giving effect to the subject transfer; (e) in the aggregate, (x) such Person’s assets located in the United States, (y) such Person’s Controlled Subsidiaries incorporated in, or organized under the laws of, the United States or any state or territory thereof or the District of Columbia (“Domestic Subsidiaries”) that are owned directly by such Person or by other Controlled Domestic Subsidiaries of such Person (provided, that, to the extent such Subsidiaries are not wholly owned by such Person, then unless such Subsidiaries executed joinders to the Replacement Guaranty, for purposes of clause (i) below (but not, for the avoidance of doubt, clause (ii) below), the EBITDA generated by such Subsidiary shall be limited to such Person’s pro rata ownership interests in such Subsidiary), and (z) assets located in the United States owned directly or indirectly by such Person’s Subsidiaries that are not Domestic Subsidiaries so long as such non-Domestic Subsidiaries have executed joinders to the Replacement Guaranty, shall (i) generate EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements are available (which shall have been prepared by a certified public accounting firm of national standing and shall cover a period beginning no earlier than eighteen (18) months prior to the date of determination) of at least Five Hundred Million and No/100 Dollars (\$500,000,000.00) and (ii) have a Total Leverage Ratio of less than or equal to 6.75:1.00 and a Total Net Leverage Ratio of less than or equal to 5.75:1.00, in each case in this clause (e), immediately before giving effect to the subject transfer; and (f) such Person and its equity holders will comply with all customary “know your customer” requirements of any Fee Mortgagee. Any Qualified Replacement Guarantor that is not organized in the United States (and any Affiliates thereof that executed joinders to the guaranty) shall consent to jurisdiction of and venue in, New York courts with respect to any action or proceeding with respect to this Lease, the MLSA, any Other Lease, any Other MLSA and any other Lease/MLSA Related Agreements including any Replacement Guaranty. For purposes of hereof, a Person shall be “solvent” if such Person shall (i) not be “insolvent” as such term is defined in Section 101 of title 11 of the United States Code, (ii) be generally paying its debts (other than those that are in bona fide dispute) when they become due, and (iii) be able to pay its debts as they become due.

**“Qualified Replacement Manager”:** A Person that manages (or is under the Control of or common Control with an Affiliate that manages) a casino resort property (other than the Leased Property) that (i) satisfies the Minimum Facilities Threshold, (ii) has gross revenues of not less than Seven Hundred Fifty Million and No/100 Dollars (\$750,000,000.00) per year for each of the preceding three (3) years as of the date of determination, and (iii) on the date of determination, is at least of comparable standard of quality as the Leased Property. By way of example only, and without limitation, as of the date of this Lease, each of the following casino resort properties satisfies the requirements of clause (iii) of the foregoing sentence: Bellagio, Aria, Venetian (Las Vegas), Palazzo, Wynn (Las Vegas), Encore, City of Dreams (Macau), Galaxy Macau, Sands Cotai, Venetian Macau, MGM Grand Macau, Wynn Macau, and Marina Bay Sands (Singapore). At the time of appointment, such Person (a) shall not be subject to a bankruptcy, insolvency or similar proceeding, (b) shall have never been convicted of, or pled guilty or no contest to, a Patriot Act Offense and shall not be on any Government List, (c) shall not be, and shall not be controlled by, an Embargoed Person or a person that has been found “unsuitable,” for any reason, by any applicable Gaming Authority, (d) shall have not been the subject of a material governmental or regulatory investigation which resulted in a conviction for criminal activity involving moral turpitude, (e) shall have not been found liable pursuant to a non-appealable judgment in a civil proceeding for attempting to hinder, delay or defraud creditors, (f) shall have all required licenses and approvals required under applicable law (including Gaming Regulations), including all required Gaming Licenses for itself, its officers, directors, and Affiliates (including officers and directors of its Affiliates) to manage the Facility, and (g) shall not be a Landlord Prohibited Person.

**“Qualified Transferee”:** A transferee that satisfies all of the following requirements: (a) such transferee, unless the Qualified Replacement Guarantor is CEC, (1) has, collectively with the Qualified Replacement Guarantor, a Market Capitalization (exclusive of the Leased Property) of no less than Four Billion and No/100 Dollars (\$4,000,000,000.00), (2) has or is Controlled by a Person that has demonstrated expertise in owning or operating real estate or gaming properties and (3) shall Control Tenant and shall Control, be Controlled by or be under common Control with Qualified Replacement Guarantor, (b) such transferee and all of its applicable officers, directors, Affiliates (including the officers and directors of its Affiliates), to the extent required under applicable Gaming Regulations or other Legal Requirements, (i) are licensed and certified by applicable Gaming Authorities and hold all required Gaming Licenses to operate the Facility in accordance herewith and (ii) are otherwise found suitable to lease the Leased Property in accordance herewith, (c) such transferee has not been the subject of a material governmental or regulatory investigation which resulted in a conviction for criminal activity involving moral turpitude and has not been found liable pursuant to a non-appealable judgment in a civil proceeding for attempting to hinder, delay or defraud creditors, (d) such transferee has never been convicted of, or pled guilty or no contest to, a Patriot Act Offense and is not on any Government List; (e) such transferee has not been the subject of a voluntary or involuntary (to the extent the same has not been discharged) bankruptcy proceeding during the prior five (5) years from the applicable date of determination; (f) such transferee is not, and is not Controlled by an Embargoed Person or a person that has been found “unsuitable” for any reason or has had any application for a Gaming License withdrawn “with prejudice” by any applicable Gaming Authority; (g) such transferee and its equity holders comply with any Fee Mortgagee’s customary “know your customer” requirements; (h) such transferee shall not be a Landlord Prohibited Person and (i) such transferee is not associated with a person who has been found “unsuitable”, denied a Gaming License or otherwise precluded from participation in the Gaming Industry by any Gaming Authority where such association may adversely affect any of Landlord’s or its Affiliates’ Gaming Licenses or Landlord’s or its Affiliates’ then-current standing with any Gaming Authority; provided, however, so long as CEC remains the Guarantor and a wholly-owned subsidiary of CEC remains the Manager hereunder, such transferee shall not be required to satisfy requirement (a) to be deemed a Qualified Transferee hereunder.

“REIT”: A “real estate investment trust” within the meaning of Section 856(a) of the Code.

“Refinancing”: As defined in Section 13.10(a).

“Rejected ROFR Property”: Any ROFR Property located outside of Las Vegas, Nevada, that was the subject of a Propco Opportunity Transaction pursuant to the ROFR Agreement and with respect to which (a) either (i) Propco waived (or was deemed to have waived) the Propco ROFR, or (ii) Propco exercised the Propco ROFR but a ROFR Lease with respect to such ROFR Property was not executed following the conclusion of the procedures set forth in Section 3(e) of the ROFR Agreement, and (b) an Affiliate of CEC subsequently consummated the Propco Opportunity Transaction without Propco’s (or its Affiliates’) involvement.

“Renewal Notice”: As defined in Section 1.4.

“Renewal Term”: As defined in Section 1.4.

“Renewal Term Decrease”: As defined in clause (c)(ii)(B) of the definition of “Rent.”

“Renewal Term Increase”: As defined in clause (c)(ii)(A) of the definition of “Rent.”

“Rent”: An annual amount payable as provided in Article III, calculated as follows:

(a) For the first seven (7) Lease Years, Rent shall be equal to One Hundred Sixty-Five Million and No/100 Dollars (\$165,000,000.00) per Lease Year, as adjusted annually as set forth in the following sentence. On each Escalator Adjustment Date during the second (2<sup>nd</sup>) through and including the seventh (7<sup>th</sup>) Lease Years, the Rent payable for such Lease Year shall be adjusted to be equal to the Rent payable for the immediately preceding Lease Year, multiplied by the Escalator. For purposes of clarification, there shall be no Variable Rent (defined below) payable during the first seven (7) Lease Years.

(b) From and after the commencement of the eighth (8<sup>th</sup>) Lease Year, until the Initial Stated Expiration Date, annual Rent shall be comprised of both a base rent component (“Base Rent”) and a variable rent component (“Variable Rent”), each such component of Rent calculated as provided below:

(i) Base Rent shall equal (x) for the eighth (8<sup>th</sup>) Lease Year, the product of eighty percent (80%) of Rent in effect as of the last day of the seventh (7<sup>th</sup>) Lease Year, multiplied by the Escalator, and (y) for each Lease Year from and after the commencement of the ninth (9<sup>th</sup>) Lease Year until the Initial Stated Expiration Date, the Base Rent payable for the immediately preceding Lease Year, as applicable, multiplied by the Escalator in each case.

(ii) Variable Rent shall be calculated as further described in this clause (b)(ii). Throughout the Term, Variable Rent shall not be subject to the Escalator.

(A) For each Lease Year from and after commencement of the eighth (8th) Lease Year through and including the end of the tenth (10th) Lease Year (the “First Variable Rent Period”), Variable Rent shall be a fixed annual amount equal to twenty percent (20%) of the Rent for the seventh (7th) Lease Year (such amount, the “Variable Rent Base”), adjusted as follows (such resulting annual amount being referred to herein as “Year 8-10 Variable Rent”):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the seventh (7th) Lease Year (the “First VRP Net Revenue Amount”) exceeds the Base Net Revenue Amount (any such excess, the “Year 8 Increase”), the Year 8-10 Variable Rent shall equal the Variable Rent Base increased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 8 Increase; or

(y) in the event that the First VRP Net Revenue Amount is less than the Base Net Revenue Amount (any such difference, the “Year 8 Decrease”), the Year 8-10 Variable Rent shall equal the Variable Rent Base decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 8 Decrease.

(B) For each Lease Year from and after the commencement of the eleventh (11th) Lease Year until the Initial Stated Expiration Date (the “Second Variable Rent Period”), Variable Rent shall be equal to a fixed annual amount equal to the Year 8-10 Variable Rent, adjusted as follows (such resulting annual amount being referred to herein as the “Year 11-15 Variable Rent”):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year exceeds the First VRP Net Revenue Amount (any such excess, the “Year 11 Increase”), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent increased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Increase; or

(y) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year is less than the First VRP Net Revenue Amount (any such difference, the “Year 11 Decrease”), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Decrease.

(c) Rent for each Renewal Term shall be calculated as follows:

(i) Base Rent for the first (1st) Lease Year of such Renewal Term shall be adjusted to be equal to the applicable annual Fair Market Base Rental Value; provided that (A) in no event will the Base Rent be less than the Base Rent in effect as of the last day of the Lease Year immediately preceding the commencement of such Renewal Term (such immediately

preceding year, the respective "Preceding Lease Year"), (B) no such adjustment shall cause Base Rent to be increased by more than ten percent (10%) of the Base Rent in effect as of the last day of the Preceding Lease Year and (C) such Fair Market Base Rental Value shall be determined as provided in Section 34.1. On each Escalator Adjustment Date during such Renewal Term, the Base Rent payable for such Lease Year shall be equal to the Base Rent payable for the immediately preceding Lease Year, multiplied by the Escalator.

(ii) Variable Rent for each Lease Year during such Renewal Term (for each Renewal Term, the "Renewal Term Variable Rent Period") shall be equal to the Variable Rent in effect as of the last day of the Preceding Lease Year, adjusted as follows:

(A) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year exceeds the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year, and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such excess, the respective "Renewal Term Increase"), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year increased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Increase; or

(B) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year is less than the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such difference, the respective "Renewal Term Decrease"), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Decrease.

Notwithstanding anything herein to the contrary, (i) but subject to any reduction in Rent by the Rent Reduction Amount pursuant to and in accordance with the terms of this Lease, in no event shall annual Base Rent during any Lease Year after the seventh (7th) Lease Year be less than eighty percent (80%) of the Rent in the seventh (7th) Lease Year, and (ii) in no event shall the Variable Rent be less than Zero Dollars (\$0.00).

"Rent Reduction Amount": (i) With respect to the Base Rent, a proportionate reduction of Base Rent, which proportionate amount shall be determined by comparing (1) the EBITDAR of the Leased Property for the Trailing Test Period versus (2) the EBITDAR of the Leased Property for the Trailing Test Period calculated to remove the EBITDAR attributable to the portion of the Leased Property affected by the Partial Taking or that is being removed from this Lease or otherwise excluded from the determination of Rent (as applicable) and (ii) with respect to Variable Rent, a proportionate reduction of Variable Rent calculated in the same manner as set forth with respect to Base Rent above. Following the application of the Rent

Reduction Amount to the Rent hereunder, for purposes of calculating any applicable adjustments to Variable Rent based on increases or decreases in Net Revenue, such calculations of Net Revenue shall exclude Net Revenue attributable to the portion of the Leased Property affected by the Partial Taking or that was removed from this Lease or otherwise excluded from the determination of Rent (even if such portion of the Leased Property had not yet been affected by the Partial Taking nor removed from this Lease as of the applicable Lease Year for which Net Revenue is being measured).

“Replacement Guaranty”: A guaranty made by a Qualified Replacement Guarantor which shall contain provisions, terms and conditions similar in substance to the provisions, terms and conditions set forth in Article 17 of the MLSA and all such other portions of the MLSA that comprise the Lease Guaranty (as such term is defined in the MLSA).

“Replacement Management Agreement”: A management agreement with respect to the management of the Facility, between a Qualified Replacement Manager and a Qualified Transferee, that provides for the management of the Leased Property on terms and conditions not materially less favorable to Tenant (and the Leased Property), (i) with respect to a Qualified Replacement Manager that is an Affiliate of the Qualified Transferee, than as provided in the MLSA, or, (ii) with respect to a Qualified Replacement Manager that is not an Affiliate of the Qualified Transferee, than would be obtained in an arm’s-length management agreement with a third party, and, in all events the provisions, terms and conditions thereof shall not be intended to or designed to frustrate, vitiate or reduce the payment of Variable Rent or the other provisions of this Lease.

“Reporting Subsidiary”: Any entity required by GAAP to be consolidated for financial reporting purposes by a Person, regardless of ownership percentage.

“Representatives”: With respect to any Person, such Person’s officers, employees, directors, accountants, attorneys and other consultants, experts or agents of such Person, and actual or prospective arrangers, underwriters, investors or lenders with respect to indebtedness or Equity Interests that may be incurred or issued by such Person or such Person’s Affiliates (including any Additional Fee Mortgagee), to the extent that any of the foregoing actually receives non-public information hereunder. In addition, and without limitation of the foregoing, the term “Representatives” shall include, (a) in the case of Landlord, PropCo 1, PropCo, Landlord REIT and any Affiliate thereof, and (b) in the case of Tenant, CEOC, CEC and any Affiliate thereof.

“Required Capital Expenditures”: The applicable Capital Expenditures required to satisfy the Minimum Cap Ex Requirements.

“Restricted Area”: The geographical area that at any time during the Term is within a thirty (30) mile radius of the Leased Property.

“Retail Sales”: As defined in the definition of “Net Revenue.”

“Right to Terminate Notice”: As defined in Section 17.1(d).



“ROFR Agreement”: That certain Right of First Refusal Agreement, dated as of the date hereof, by and between CEC and Propco.

“ROFR Lease”: As defined in the ROFR Agreement.

“ROFR Property”: As defined in the ROFR Agreement.

“SEC”: The United States Securities and Exchange Commission.

“Second Variable Rent Period”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Section 34.2 Dispute”: As defined in Section 34.2.

“Securities Act”: The Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Services Co”: Caesars Enterprise Services LLC, or any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, Caesars Enterprise Services LLC on the date hereof.

“Services Co Capital Expenditures”: All capital expenditures incurred by Services Co to the extent capitalized in accordance with GAAP and allocated to Tenant by Services Co. Without Landlord’s consent, Tenant shall not permit any changes to be made to the allocation methodology by which Services Co Capital Expenditures are currently allocated to Tenant if such change could reasonably be expected to materially and adversely affect Landlord.

“Software”: As they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application, or other program, including all source code, object code, specifications, databases, designs and documentation related to such programs.

“SPE Tenant”: Collectively or individually, as the context may require, each Tenant other than CEOC.

“Specified REAs”: (i) that certain Declaration of Covenants, Restrictions and Easements dated May 20, 2011, recorded as Instrument No. 201105200002942 in the Official Records, Clark County, Nevada, as amended by that certain First Amendment to the Declaration of Covenants, Restrictions and Easements dated as of October 11, 2013, recorded as Instrument No. 201310110002342, as amended by that certain Second Amendment to the Declaration of Covenants, Restrictions and Easements dated on or about the date hereof, and (ii) that certain Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants dated February 7, 2003, recorded as Document No. 1516 in Book 20031118 in the Official Records, Clark County, Nevada, as amended by that certain Assignment and Assumption of Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants dated as of November 14, 2003, as amended by that certain First Amendment to Second Amended and Restated Parking Agreement

and Grant of Reciprocal Easements and Declaration of Covenants dated April 29, 2016, recorded as Instrument Number 20160503-0002965 in the Official Records, Clark County, Nevada, and as amended by that certain Second Amendment to Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants dated on or about the date hereof.

“Specified Sublease”: Any Sublease (i) affecting any portion of the Leased Property, and (ii) in effect on the Commencement Date. A list of all Specified Subleases is annexed as Schedule 4 hereto.

“Stated Expiration Date”: As defined in Section 1.3.

“Stub Period”: As defined in Section 10.5(a)(v).

“Stub Period Multiplier”: As defined in Section 10.5(a)(v).

“Sublease”: Any sublease, sub-sublease, license, management agreement to operate (but not occupy as a tenant) a particular space at the Facility, or other similar agreement in respect of use or occupancy of any portion of the Leased Property, but excluding Bookings.

“Subsidiary”: As to any Person, (i) any corporation more than fifty percent (50%) of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time of determination owned by such Person and/or one or more Subsidiaries of such Person, and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a fifty percent (50%) Equity Interest at the time of determination.

“Subtenant”: The tenant under any Sublease.

“Subtenant Subsidiary”: Any subsidiary of Tenant that is a Subtenant under a Sublease from Tenant.

“Successor Assets”: As defined in Section 36.1.

“Successor Assets FMV”: As defined in Section 36.1.

“Successor Tenant”: As defined in Section 36.1.

“System-wide IP”: All of the Intellectual Property (in each case, excluding Property Specific IP and Property Specific Guest Data) that (i) Services Co or any of its Subsidiaries currently license, contemplate to license or otherwise provide to facilitate the provision of services by or on behalf of Services Co or any of its Subsidiaries to any properties owned by CEOC or its Affiliates, (ii) Services Co or any of its Subsidiaries currently provide or contemplate to provide pursuant to, or is otherwise necessary for the performance of, any Property Management Agreement (as defined in the Omnibus Agreement), (iii) is necessary for the provision of Enterprise Services (as defined in the Omnibus Agreement) by Services Co, (iv)

is generally used by CEOC, its Affiliates and their respective Subsidiaries for their respective properties, including any and all Intellectual Property comprising and/or related to the Total Rewards Program, or (v) is developed, created or acquired by or on behalf of Services Co or any of its Subsidiaries and is not a derivative work of any Intellectual Property licensed to Services Co.

“Taking”: Any taking of all or any part of the Leased Property and/or the Leasehold Estate or any part thereof, in or by Condemnation, including by reason of the temporary requisition of the use or occupancy of all or any part of the Leased Property by any governmental authority, civil or military.

“Tenant”: As defined in the preamble.

“Tenant Capital Improvement”: A Capital Improvement other than a Material Capital Improvement funded by Landlord pursuant to a Landlord MCI Financing. The term “Tenant Capital Improvement” shall not include Capital Improvements conveyed by Tenant to Landlord.

“Tenant Competitor”: As of any date of determination, any Person (other than Tenant and its Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; provided, that, (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 18.4(c), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate’s acquiring ownership, or engaging in the ownership or operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement and CEC (or its Subsidiary, as applicable) did not accept such offer.

“Tenant Event of Default”: As defined in Section 16.1.

“Tenant Information” means information concerning Tenant, CEC or their respective Affiliates, including Manager, or any of their respective assets or businesses, including, without limitation, the operation of the Leased Property

“Tenant Material Capital Improvement”: As defined in Section 10.4(e).

“Tenant Securitization Certification”: As defined in Section 23.1(b).

“Tenant Transferee Requirement”: As defined in Section 22.2(i).

“Tenant’s Initial Financing”: means the financing provided under that certain Credit Agreement, dated as of the date hereof, by and among Tenant, as borrower, the Lenders (as defined therein) party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein).

“Tenant’s MCI Intent Notice”: As defined in Section 10.4(a).

“Tenant’s Pledged Property”: All now owned and hereafter acquired FF&E not otherwise part of the Leased Property and all other now owned and hereafter acquired personal property (including all gaming equipment), licenses, permits, subleases, concessions, and contracts, in each case, located at the Leased Property or primarily related to or used or held for use in connection with the operation of the business conducted on or about the Leased Property as then being operated (including all Property Specific IP and Property Specific Guest Data and Tenant’s rights under Property-Related IP, other System-wide IP, proprietary operating systems and customer data, including Guest Data) owned by or licensed or granted to Tenant and/or any Subsidiaries of Tenant, all reserve accounts established hereunder, including the Cap Ex Reserve, CapEx Reserve Funds, FF&E Reserve or FF&E Reserve Funds, and any cash (including all cage cash) located on-site at the Facility but not any other cash, securities or investments; provided, that, Tenant’s Pledged Property shall exclude all Excluded Assets, all products and proceeds of Tenant’s Pledged Property, and, to the extent required by Gaming Regulations, any Gaming Licenses.

“Tenant’s Property”: All assets of Tenant and its Subsidiaries (other than the Leased Property and, for purposes of Article XXXVI only, any Intellectual Property that will not be transferred to a Successor Tenant under Article XXXVI) primarily related to or used in connection with the operation of the business conducted on or about the Leased Property or any portion thereof, together with all replacements, modifications, additions, alterations and substitutes therefor and including all goodwill and going concern value associated with Tenant’s Property.

“Term”: As defined in Section 1.3.

“Third-Party MCI Financing”: As defined in Section 10.4(c).

“Total Leverage Ratio”: With respect to any Person and its Subsidiaries on a consolidated basis, on any date, the ratio of (i) the aggregate principal amount of (without duplication) all indebtedness consisting of Capital Lease Obligations, indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (but excluding contingent obligations under outstanding letters of credit) and other purchase money indebtedness and guarantees of any of the foregoing obligations, of such Person and its Subsidiaries determined on a consolidated basis on such date in accordance with GAAP to (ii) EBITDA.

“Total Net Leverage Ratio”: With respect to any Person and its Subsidiaries on a consolidated basis, on any date, the ratio of (i) (a) the aggregate principal amount of (without duplication) all indebtedness consisting of Capital Lease Obligations, indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (but excluding contingent obligations under outstanding letters of credit) and other purchase money indebtedness and guarantees of any of the foregoing obligations, of such Person and its Subsidiaries determined on

a consolidated basis on such date in accordance with GAAP less (b) the aggregate amount of all cash or cash equivalents of such Person and its Subsidiaries (provided, that, in the case of cash or cash equivalents held by Domestic Subsidiaries of a Person that is not incorporated in, or organized under the laws of, the United States or any state or territory thereof or the District of Columbia, such cash must be held at a bank or other financial institution located in the United States or any territory thereof or the District of Columbia) that would not appear as “restricted” on a consolidated balance sheet of such Person and its Subsidiaries to (ii) EBITDA.

“Trademarks”: As defined in the definition of Intellectual Property.

“Trailing Test Period”: For any date of determination, the period of the four (4) most recently ended consecutive calendar quarters prior to such date of determination for which Financial Statements are available.

“Transition Period”: As defined in the MLSA.

“Transition Services Agreement”: That certain Transition of Management Services Agreement (CPLV), dated as of the date hereof, by and among Tenant, Landlord, Services Co, Caesars License Company, LLC and Manager, as amended, restated, supplemented or otherwise modified from time to time.

“Tri-Party Agreement”: As defined in Section 9.5(a).

“Triennial Allocated Minimum Cap Ex Amount B Ceiling”: The difference of (a) the Triennial Minimum Cap Ex Amount B, minus (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (as defined in the Non-CPLV Lease). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling.

“Triennial Allocated Minimum Cap Ex Amount B Floor”: An amount equal to Eighty-Four Million and No/100 Dollars (\$84,000,000.00), as reduced from time to time by the applicable Minimum Cap Ex Reduction Amount in the event that the Triennial Minimum Cap Ex Amount B is reduced by the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor.

“Triennial Minimum Cap Ex Amount B”: An amount equal to Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), provided, however, that for purposes of calculating the Triennial Minimum Cap Ex Amount B, Capital Expenditures during the applicable Triennial Period shall not include any of the following (without duplication): (a)

Services Co Capital Expenditures, (b) Capital Expenditures by any subsidiaries of Tenant that are non-U.S. subsidiaries or are “unrestricted subsidiaries” as defined under Tenant’s debt documentation, (c) any Capital Expenditures of Tenant related to gaming equipment, (d) any Capital Expenditures of Tenant related to corporate shared services, nor (e) any Capital Expenditures with respect to properties that are not included in the Leased Property or Other Leased Property. The Triennial Minimum Cap Ex Amount B shall be decreased from time to time (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or in connection with a Casualty Event, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); and (y) in connection with either (i) to the extent applicable to any Other Leases, any disposition of Other Leased Property by a landlord under the Other Leases in accordance with Article XVIII of the Other Leases and the execution of a third party Severance Lease with respect to such removed Other Leased Property, or (ii) any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to a third party Acquirer (as defined in such Other Lease); with such decrease, in each case of clause (x) or (y) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Triennial Minimum Cap Ex Amount B applicable to the Triennial Period during which such Capital Expenditures or Other Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Triennial Minimum Cap Ex Amount B. Without limitation of anything set forth in the foregoing, it is acknowledged and agreed that any Capital Expenditures with respect to any one or more of the London/Chester Properties shall not be included in the calculation of the Triennial Minimum Cap Ex Amount B.

“Triennial Minimum Cap Ex Requirement B”: A defined in Section 10.5(a)(iv).

“Triennial Period”: Each period of three (3) full Fiscal Years during the Term.

“Unavoidable Delay”: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the reasonable control of the Party responsible for performing an obligation hereunder; provided, that lack of funds, in and of itself, shall not be deemed a cause beyond the reasonable control of a Party.

“Unsuitable for Its Primary Intended Use”: A state or condition of the Leased Property such that by reason of a Partial Taking the Leased Property cannot, following restoration thereof (to the extent commercially practical), be operated on a commercially practicable basis for the Primary Intended Use for which it was primarily being used immediately preceding the taking, taking into account, among other relevant economic factors, the amount of square footage and the estimated revenue affected by such Partial Taking.

“Variable Rent”: The Variable Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Variable Rent Base”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Variable Rent Determination Period”: Each of (i) the Fiscal Period that ended immediately prior to the Commencement Date, and (ii) the Fiscal Period in each case that ends immediately prior to the commencement of the 8<sup>th</sup> Lease Year, the 11<sup>th</sup> Lease Year, and the first (1<sup>st</sup>) Lease Year of each Renewal Term.

“Variable Rent Payment Period”: Collectively or individually, each of the First Variable Rent Period, the Second Variable Rent Period and each of the Renewal Term Variable Rent Periods.

“Variable Rent Statement”: As defined in Section 3.2(a).

“Work”: Any and all work in the nature of construction, restoration, alteration, modification, addition, improvement or demolition in connection with the performance of any Alterations and/or any Capital Improvements.

“Year 8 Decrease”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Year 8 Increase”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Year 8-10 Variable Rent”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Year 11 Decrease”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Year 11 Increase”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Year 11-15 Variable Rent”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

## ARTICLE III

### RENT

#### **3.1 Payment of Rent.**

(a) Generally. During the Term, Tenant will pay to Landlord the Rent and Additional Charges in lawful money of the United States of America and legal tender for the payment of public and private debts, in the manner provided in Section 3.4.

(b) Payment of Rent until Commencement of Variable Rent. On the Commencement Date, a prorated portion of the first monthly installment of Rent shall be paid by Tenant for the period from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs, based on the number of days during such period. Thereafter, for

the first seven (7) Lease Years, Rent shall be payable by Tenant in consecutive monthly installments equal to one-twelfth (1/12th) of the Rent amount for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year.

(c) Payment of Rent following Commencement of Variable Rent. From the commencement of the eighth (8th) Lease Year and continuing until the Expiration Date, both Base Rent and Variable Rent during any Lease Year shall be payable in consecutive monthly installments equal to one-twelfth (1/12th) of the Base Rent and Variable Rent amounts for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year; provided, however, that for each month where Variable Rent is payable but the amount thereof depends upon calculation of Net Revenue not yet known (*e.g.*, the first few months of the eighth (8th) Lease Year, the eleventh (11th) Lease Year, and (if applicable) the first (1st) Lease Year of each Renewal Term), the amount of the Variable Rent payable monthly in advance shall remain the same as in the immediately preceding month, and provided, further, that Tenant shall make a payment to Landlord (or be entitled to set off against its Rent payment due, as applicable) on the first (1st) day of the calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day) following the completion of such calculation in the amount necessary to “true-up” any underpayments or overpayments of Variable Rent for such interim period. Tenant shall complete such calculation of Net Revenue as provided in Section 3.2 of this Lease.

(d) Proration for Partial Lease Year. Unless otherwise agreed by the Parties in writing, Rent and applicable Additional Charges shall be prorated on a per diem basis as to any Lease Year containing less than twelve (12) calendar months, and with respect to any installment thereof due for any partial months at the beginning and end of the Term.

(e) Rent Allocation.

(i) Rent during the initial seven (7) Lease Years and Rent thereafter for the duration of the Initial Term shall be allocated as specified in Schedule 5 hereto and such allocations of Rent and Base Rent shall represent Tenant’s accrued liability on account of the use of the Leased Property during the Initial Term. Landlord and Tenant agree that such allocations are intended to constitute a specific allocation of fixed rent within the meaning of Treasury Regulation § 1.467-1(c)(2)(ii)(A) to the applicable period and in the respective amounts set forth in Schedule 5 hereto. Landlord and Tenant agree, for purposes of federal income tax returns filed by it (or on any income tax returns on which its income is included), (i) to accrue rental income and rental expense, respectively during the Initial Term in the amounts equal to the Rent for a given period plus or minus the amount set forth under the caption “Section 467 Rent Adjustment” in Schedule 5 hereto, and (ii) to deduct interest expense and accrue interest income, respectively, in the amounts set forth under the caption “Section 467 Interest” in Schedule 5 hereto.



### **3.2 Variable Rent Determination.**

(a) Variable Rent Statement. Tenant shall, no later than ninety (90) days after the end of each Variable Rent Determination Period during the Term, furnish to Landlord a statement (the "Variable Rent Statement"), which Variable Rent Statement shall (i) set forth the sum of the Net Revenues realized with respect to the Facility during each of (x) such just-ended Variable Rent Determination Period and (y) except with respect to the first (1st) Variable Rent Statement, the Variable Rent Determination Period immediately preceding such just-ended Variable Rent Determination Period, (ii) except with respect to the first (1st) Variable Rent Statement, set forth Tenant's calculation of the per annum Variable Rent payable hereunder during the next Variable Rent Payment Period, (iii) be accompanied by reasonably appropriate supporting data and information, and (iv) be certified by a senior financial officer of Tenant and expressly state that such officer has examined the reports of Net Revenue therein and the supporting data and information accompanying the same, that such examination included such tests of Tenant's books and records as reasonably necessary to make such determination, and that such statement accurately presents in all material respects the Net Revenues for the applicable periods covered thereby, so that Tenant shall commence paying the applicable Variable Rent payable during each Variable Rent Payment Period hereunder (in accordance with the calculation set forth in each such Variable Rent Statement) no later than the first (1st) day of the fourth (4<sup>th</sup>) calendar month during such Variable Rent Payment Period (or the immediately preceding Business Day if the first (1st) day of such month is not a Business Day).

(b) Maintenance of Records Relating to Variable Rent Statement. Tenant shall maintain, at its corporate offices, for a period of not less than six (6) years following the end of each Lease Year, adequate records which shall evidence the Net Revenue realized by the Facility during each Lease Year, together with all such records that would normally be examined by an independent auditor pursuant to GAAP in performing an audit of Tenant's Variable Rent Statements. The provisions and covenants of this Section 3.2(b) shall survive the expiration of the Term or sooner termination of this Lease.

(c) Audits. At any time within two (2) years of receipt of any Variable Rent Statement, Landlord shall have the right to cause to be conducted an independent audit of the matters covered thereby, conducted by a nationally-recognized independent public accounting firm mutually reasonably agreed to by the Parties. Such audit shall be limited to items necessary to ascertain an accurate determination of the calculation of the Variable Rent payable hereunder, and shall be conducted during normal business hours at the principal executive office of Tenant. If it shall be determined as a result of such audit (i) that there has been a deficiency in the payment of Variable Rent, such deficiency shall become due and payable by Tenant to Landlord, within thirty (30) days after such determination, or (ii) that there has been an excess payment of Variable Rent, such excess shall become due and payable by Landlord to Tenant, within thirty (30) days after such determination. In addition, if any Variable Rent Statement shall be found to have understated the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), and Landlord is entitled to any additional Variable Rent as a result of such understatement, then (x) Tenant shall pay to Landlord all reasonable, out-of-pocket costs and expenses which may be incurred by Landlord in determining and collecting the understatement or underpayment, including the cost of the audit (if applicable) and (y) interest at the Overdue Rate on the amount of the deficiency from the date when said

payment should have been made until paid. If it shall be determined as a result of such audit that the applicable Variable Rent Statement did not understate the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), then Landlord shall pay to Tenant all reasonable, out-of-pocket costs and expenses incurred by Tenant in making such determination, including the cost of the audit. In addition, if any Variable Rent Statement shall be found to have willfully and intentionally understated the per annum Variable Rent by more than five percent (5%), such understatement shall, at Landlord's option, constitute a Tenant Event of Default under this Lease. Any audit conducted pursuant to this Section 3.2(c) shall be performed subject to and in accordance with the provisions of Section 23.1(c) hereof. The receipt by Landlord of any Variable Rent Statement or any Variable Rent paid in accordance therewith for any period shall not constitute an admission of the correctness thereof.

**3.3 Late Payment of Rent or Additional Charges.** Tenant hereby acknowledges that the late payment by Tenant to Landlord of any Rent or Additional Charges will cause Landlord to incur costs not contemplated hereunder, the exact amount of which is presently anticipated to be extremely difficult to ascertain. Accordingly, if any installment of Rent or Additional Charges payable directly to Landlord shall not be paid within four (4) days after its due date, Tenant shall pay to Landlord on demand a late charge equal to the lesser of (a) five percent (5%) of the amount of such installment or Additional Charges and (b) the maximum amount permitted by law. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. The Parties further agree that any such late charge constitutes Rent, and not interest, and such assessment does not constitute a lender or borrower/creditor relationship between Landlord and Tenant. If any installment of Rent (or Additional Charges payable directly to Landlord) shall not be paid within nine (9) days after its due date, the amount unpaid, including any late charges previously accrued and unpaid, shall bear interest at the Overdue Rate (from such ninth (9<sup>th</sup>) day after the due date of such installment until the date of payment thereof) (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding), and Tenant shall pay such interest to Landlord on demand. The payment of such late charge or such interest shall not constitute a waiver of, nor excuse or cure, any default under this Lease, nor prevent Landlord from exercising any other rights and remedies available to Landlord. No failure by Landlord to insist upon strict performance by Tenant of Tenant's obligation to pay late charges and interest on sums overdue shall constitute a waiver by Landlord of its right to enforce the provisions, terms and conditions of this Section 3.3. No payment by Tenant nor receipt by Landlord of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment be deemed an accord and satisfaction and Landlord, in its sole discretion, may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment due or pursue any other right or remedy in this Lease provided.

**3.4 Method of Payment of Rent.** Rent and Additional Charges to be paid to Landlord shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by Tenant for settlement on or before the applicable Payment Date in each case (or, in respect of Additional Charges, as applicable, such other date as may be applicable hereunder); provided, however, if

the Payment Date is not a Business Day, then settlement shall be made on the preceding Business Day. Landlord shall provide Tenant with appropriate wire transfer, ACH and direct deposit information in a Notice from Landlord to Tenant. If Landlord directs Tenant to pay any Rent or any Additional Charges to any party other than Landlord, Tenant shall send to Landlord, simultaneously with such payment, a copy of the transmittal letter or invoice and a check whereby such payment is made or such other evidence of payment as Landlord may reasonably require.

**3.5 Net Lease.** Landlord and Tenant acknowledge and agree that (i) this Lease is and is intended to be what is commonly referred to as a “net, net, net” or “triple net” lease, and (ii) the Rent (including, for avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges shall be paid absolutely net to Landlord, without abatement, deferment, reduction, defense, counterclaim, claim, demand, notice, deduction or offset of any kind whatsoever, so that this Lease shall yield to Landlord the full amount or benefit of the installments of Rent (including, for the avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges throughout the Term, all as more fully set forth in Article V and except and solely to the extent expressly provided in Article XIV (in connection with a Casualty Event), in Article XV (in connection with a Condemnation), in Section 3.1 (in connection with the “true-up”, if any, applicable to the onset of a Variable Rent Payment Period) and in Section 41.17. If Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any defense, offset, claim, counterclaim or cross complaint or similar pleading of any nature or description in such proceedings unless Tenant would lose or waive such claim by the failure to assert it. This shall not, however, be construed as a waiver of Tenant’s right to assert such claims in a separate action brought by Tenant. The covenants to pay Rent and Additional Charges hereunder are independent covenants, and Tenant shall have no right to hold back, deduct, defer, reduce, offset or fail to pay any such amounts for default by Landlord or for any other reason whatsoever, except solely as and to the extent provided in Section 3.1 and this Section 3.5.

## ARTICLE IV

### ADDITIONAL CHARGES

**4.1 Impositions.** Subject to Article XII relating to permitted contests, Tenant shall pay, or cause to be paid, all Impositions as and when due and payable during the Term to the applicable taxing authority or other party imposing the same before any fine, penalty, premium or interest may be added for non-payment (provided, (i) such covenant shall not be construed to require early or advance payments that would reduce or discount the amount otherwise owed and (ii) Tenant shall not be required to pay any Impositions that under the terms of any applicable Ground Lease are required to be paid by the Ground Lessor thereunder). Tenant shall make such payments directly to the taxing authorities where feasible, and on a monthly basis furnish to Landlord a summary of such payments, together, upon the request of Landlord, with copies of official receipts or other reasonably satisfactory proof evidencing such payments. If Tenant is not permitted to, or it is otherwise not feasible for Tenant to, make such payments directly to the taxing authorities or other applicable party, then Tenant shall make such payments to Landlord at

least ten (10) Business Days prior to the due date, and Landlord shall make such payments to the taxing authorities or other applicable party prior to the due date. If and to the extent funds for Impositions are being reserved by Tenant on a regular basis with and held by Fee Mortgagee, Tenant shall be permitted to make a direct request to Fee Mortgagee (contemporaneously providing a copy of such request to Landlord) to cause such funds to be applied to Impositions when due and payable, unless a Tenant Event of Default exists, and, to the extent Fee Mortgagee fails to make such disbursement, the failure to timely pay such Impositions shall not give rise to any Tenant Event of Default or other liability or obligation of Tenant hereunder. Landlord shall deliver to Tenant any bills received by Landlord for Impositions, promptly following Landlord's receipt thereof. Tenant's obligation to pay Impositions shall be absolutely fixed upon the date such Impositions become a lien upon the Leased Property to the extent payable during the Term or any part thereof, subject to Article XII. Notwithstanding anything in the first sentence of this Section 4.1 to the contrary, if any Imposition may, at the option of the taxpayer, lawfully be paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may pay the same, and any accrued interest on the unpaid balance of such Imposition, in installments as the same respectively become due and before any fine, penalty, premium or further interest may be added thereto. Nothing in this Section 4.1 shall limit Tenant's obligations with respect to funding reserves for Impositions to the extent required under Section 31.3.

(a) Landlord or Landlord REIT shall prepare and file all tax returns and reports as may be required by Legal Requirements with respect to Landlord's net income, gross receipts, franchise taxes and taxes on its capital stock and any other returns required to be filed by or in the name of Landlord (the "Landlord Tax Returns"), and Tenant or Tenant's applicable direct or indirect parent shall prepare and file all other tax returns and reports as may be required by Legal Requirements with respect to or relating to the Leased Property (including all Capital Improvements) and Tenant's Property. If any property covered by this Lease is classified as personal property for tax purposes, Tenant shall file all required personal property tax returns in such jurisdictions where it is required to file pursuant to applicable Legal Requirements and provide copies to Landlord upon request.

(b) Any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Tenant shall be paid over to or retained by Tenant, and any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Landlord, if any, shall be paid over to or retained by Landlord.

(c) Landlord and Tenant shall, upon request of the other, provide such data as is maintained by the Party to whom the request is made with respect to the Leased Property as may be necessary to prepare any required tax returns and reports. Landlord, to the extent it possesses the same, and Tenant, to the extent it possesses the same, shall provide the other Party, upon request, with cost and depreciation records necessary for filing returns for any property classified as personal property. Where Landlord is legally required to file personal property tax returns, Landlord shall provide Tenant with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Tenant to file a protest.

(d) Billings for reimbursement by Tenant to Landlord of personal property or real property taxes and any taxes due under the Landlord Tax Returns, if and to the extent Tenant is responsible for such taxes under the terms of this Section 4.1 (subject to Article XII), shall be accompanied by copies of a bill therefor and payments thereof which identify in reasonable detail the personal property or real property or other tax obligations of Landlord with respect to which such payments are made.

(e) Impositions imposed or assessed in respect of the tax-fiscal period during which the Commencement Date or the Expiration Date occurs shall be adjusted and prorated between Landlord and Tenant; provided, that Tenant's obligation to pay its prorated share of Impositions imposed or assessed before the Expiration Date in respect of a tax-fiscal period during the Term shall survive the Expiration Date (and its right to contest the same pursuant to Article XII shall survive the Stated Expiration Date). Landlord will not enter into agreements that will result in, or consent to the imposition of, additional Impositions without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed; provided, in each case, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Impositions imposed or assessed in respect of any tax-fiscal period occurring (in whole or in part) prior to the Commencement Date, if any, shall be Tenant's obligation to pay or cause to be paid.

**4.2 Utilities and Other Matters.** Tenant shall pay or cause to be paid all charges for electricity, power, gas, oil, water and other utilities used in the Leased Property. Tenant shall also pay or reimburse Landlord for all costs and expenses of any kind whatsoever which at any time with respect to the Term hereof may be imposed against Landlord by reason of any Property Documents, or with respect to easements, licenses or other rights over, across or with respect to any adjacent or other property which benefits the Leased Property or any Capital Improvement, including any and all costs and expenses associated with any utility, drainage and parking easements relating to the Leased Property (but excluding, for the avoidance of doubt, any costs and expenses under any Fee Mortgage Documents).

**4.3 Compliance Certificate.** Landlord shall deliver to Tenant, promptly following Landlord's receipt thereof, any bills received by Landlord for items required to be paid by Tenant hereunder, including, without limitation, Impositions, utilities and insurance. Promptly upon request of Landlord (but so long as no Event of Default is continuing no more frequently than one time per Fiscal Quarter), Tenant shall furnish to Landlord a certification stating that all or a specified portion of Impositions, utilities, insurance premiums or, to the extent specified by Landlord, any other amounts payable by Tenant hereunder that have, in each case, come due prior to the date of such certification have been paid (or that such payments are being contested in good faith by Tenant in accordance herewith) and specifying the portion of the Leased Property to which such payments relate.

**4.4 Impound Account.** At Landlord's option following the occurrence and during the continuation of a monetary Tenant Event of Default (to be exercised by thirty (30) days' written notice to Tenant), and provided Tenant is not already being required to impound such payments in accordance with the requirements of Section 31.3 below, Tenant shall be required to deposit, at the time of any payment of Rent, an amount equal to one-twelfth (1/12th) of the sum of (i) Tenant's estimated annual real and personal property taxes required pursuant to Section 4.1 hereof (as reasonably determined by Landlord), (ii) Tenant's estimated annual insurance premium costs pursuant to Article XIII hereof (as reasonably determined by Landlord), and (iii) the amount of annual rent payable under the Octavius Ground Lease. Such amounts shall be applied to the payment of the obligations in respect of which said amounts were deposited, on or before the respective dates on which the same or any of them would become due. The reasonable cost of administering such impound account shall be paid by Tenant. Nothing in this Section 4.4 shall be deemed to affect any other right or remedy of Landlord hereunder.

## ARTICLE V

### NO TERMINATION, ABATEMENT, ETC.

Except as otherwise specifically provided in this Lease, Tenant shall remain bound by this Lease in accordance with its terms. The obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease as to all or any portion of the Leased Property other than by reason of an Event of Default. Without limitation of the preceding sentence, the respective obligations of Landlord and Tenant shall not be affected by reason of, except as expressly set forth in Articles XIV and XV, (i) any damage to or destruction of the Leased Property, including any Capital Improvement or any portion thereof from whatever cause, or any Condemnation of the Leased Property, including any Capital Improvement or any portion thereof or, discontinuance of any service or utility servicing the same; (ii) the lawful or unlawful prohibition of, or restriction upon, Tenant's use of the Leased Property, including any Capital Improvement or any portion thereof or the interference with such use by any Person or by reason of eviction by paramount title; (iii) any claim that Tenant has or might have against Landlord by reason of any default or breach of any warranty by Landlord hereunder or under any other agreement between Landlord and Tenant or to which Landlord and Tenant are parties; (iv) any bankruptcy, insolvency, reorganization, consolidation, readjustment, liquidation, dissolution, winding up or other proceedings affecting Landlord or any assignee or transferee of Landlord; or (v) for any other cause, whether similar or dissimilar to any of the foregoing. Tenant hereby specifically waives all rights arising from any occurrence whatsoever which may now or hereafter be conferred upon it by law (a) to modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (b) which may entitle Tenant to any abatement, deduction, reduction, suspension or deferment of or defense, counterclaim, claim or set-off against the Rent or other sums payable by Tenant hereunder, except in each case as may be otherwise specifically provided in this Lease.

## ARTICLE VI

### OWNERSHIP OF REAL AND PERSONAL PROPERTY

#### **6.1 Ownership of the Leased Property.**

(a) Landlord and Tenant acknowledge and agree that they have executed and delivered this Lease with the understanding that (i) the Leased Property is the property of Landlord, (ii) Tenant has only the right to the possession and use of the Leased Property upon the terms and conditions of this Lease, (iii) this Lease is a "true lease," is not a financing lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease, (iv) the business relationship created by this Lease and any related documents is and at all times

shall remain that of landlord and tenant, (v) this Lease has been entered into by each Party in reliance upon the mutual covenants, conditions and agreements contained herein, and (vi) none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers, to make Tenant an agent, legal representative, partner, subsidiary or employee of Landlord, or to make Landlord in any way responsible for the debts, obligations or losses of Tenant. Notwithstanding anything to the contrary herein, Landlord is the fee or leasehold (as applicable) and record owner of the Leased Property.

(b) Each of the Parties covenants and agrees, subject to Section 6.1(d), not to (i) file any income tax return or other associated documents, (ii) file any other document with or submit any document to any governmental body or authority, or (iii) enter into any written contractual arrangement with any Person, in each case that takes a position other than that this Lease is a “true lease” with Landlord as owner of the Leased Property (except as expressly set forth below) and Tenant as the tenant of the Leased Property. For U.S. federal, state and local income tax purposes, Landlord and Tenant agree that (x) Landlord shall be treated as the owner of the Leased Property eligible to claim depreciation deductions under Sections 167 or 168 of the Code with respect to the Leased Property excluding the Leased Property described in clauses (y) and (z) below, (y) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 or 168 of the Code with respect to all Tenant Capital Improvements (including, for avoidance of doubt and for purposes of this sentence, Tenant Material Capital Improvements) and Material Capital Improvements funded by Landlord pursuant to a Landlord MCI Financing that is treated as a loan for such income tax purposes, and (z) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 and 168 of the Code with respect to any Leased Improvements (related to any capital improvement projects ongoing as of the Commencement Date for which fifty percent (50%) or less of the costs of such projects have been paid or accrued as of the Commencement Date (the completion of such capital improvement projects being an obligation of Tenant at no cost or expense to Landlord). For the avoidance of doubt, Landlord shall be treated as having received from the Debtors on the Commencement Date, as a capital contribution together with the transfer of the Leased Property to Landlord pursuant to the Bankruptcy Plan, an obligation of Tenant (at no cost or expense to Landlord) to complete any Leased Improvements related to any capital improvement projects ongoing as of the Commencement Date for which more than fifty percent (50%) of the costs of such projects have been paid or accrued as of the Commencement Date.

(c) If, notwithstanding (i) the form and substance of this Lease, (ii) the intent of the Parties, and (iii) the language contained herein providing that this Lease shall at all times be construed, interpreted and applied to create an indivisible lease of all of the Leased Property, any court of competent jurisdiction finds that this Lease is a financing arrangement, then this Lease shall be considered a secured financing agreement and Landlord’s title to the Leased Property shall constitute a perfected first priority lien in Landlord’s favor on the Leased Property to secure the payment and performance of all the obligations of Tenant hereunder (and to that end, Tenant hereby grants, assigns and transfers to Landlord a security interest in all right, title or interest in or to any and all of the Leased Property, as security for the prompt and complete payment and performance when due of Tenant’s obligations hereunder). In such event, Tenant (and each Permitted Leasehold Mortgagee) authorizes Landlord, at the expense of Tenant, to make any filings or take other actions as Landlord reasonably determines are necessary or advisable in

order to effect fully this Lease or to more fully perfect or renew the rights of Landlord, and to subordinate to Landlord the lien of any Permitted Leasehold Mortgagee, with respect to the Leased Property (it being understood that nothing in this Section 6.1(c) shall affect the rights of a Permitted Leasehold Mortgagee under Article XVII hereof). At any time and from time to time upon the request of Landlord, and at the expense of Tenant, Tenant shall promptly execute, acknowledge and deliver such further documents and do such other acts as Landlord may reasonably request in order to effect fully this Section 6.1(c) or to more fully perfect or renew the rights of Landlord with respect to the Leased Property as described in this Section 6.1(c).

(d) Notwithstanding the foregoing, the Parties acknowledge that, as of the Commencement Date, for GAAP purposes this Lease is not expected to be treated as a “true lease” and that the Parties will prepare Financial Statements consistent with GAAP (and for purposes of any SEC or other similar governmental filing purposes), as applicable.

(e) Landlord and Tenant acknowledge and agree that the Rent is the fair market rent for the use of the Leased Property and was agreed to by Landlord and Tenant on that basis, and the execution and delivery of, and the performance by Tenant of its obligations under, this Lease does not constitute a transfer of all or any part of the Leased Property, but rather the creation of the Leasehold Estate subject to the terms and conditions of this Lease.

(f) Tenant waives any claim or defense based upon the characterization of this Lease as anything other than a true lease of the Leased Property. Tenant stipulates and agrees (1) not to challenge the validity, enforceability or characterization of this Lease of the Leased Property as a true lease, and (2) not to assert or take or omit to take any action inconsistent with the agreements and understandings set forth in Section 1.2, Section 3.5 or this Section 6.1. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section 6.1 are a material inducement to Landlord entering into this Lease.

**6.2 Ownership of Tenant’s Property.** Tenant shall, during the entire Term, (a) own (or lease) and maintain (or cause its Subsidiaries, if any, to own (or lease) and maintain) on the Leased Property adequate and sufficient Tenant’s Property, (b) maintain (or cause its Subsidiaries, if any, to maintain) all of such Tenant’s Property in good order, condition and repair, in all cases as shall be necessary and appropriate in order to operate the Leased Property for the Primary Intended Use in material compliance with all applicable licensure and certification requirements and in material compliance with all applicable Legal Requirements, Insurance Requirements and Gaming Regulations, and (c) abide by (or cause its Subsidiaries, if any, to abide by) the terms and conditions of, and not in any way cause a termination of, the CPLV Trademark License and the Omnibus Agreement. If any of Tenant’s Property requires replacement in order to comply with the foregoing, Tenant shall replace (or cause a Subsidiary to replace) it with similar property of the same or better quality at Tenant’s (or such Subsidiary’s) sole cost and expense. Subject to the foregoing and the other express terms and conditions of this Lease (including, without limitation, Section 6.3 hereof), Tenant and its Subsidiaries, if any, may sell, transfer, convey or otherwise dispose of Tenant’s Property in their discretion in the ordinary course of their business and Landlord shall thereafter have no rights to such sold, transferred, conveyed or otherwise disposed of Tenant’s Property. In the case of any such Tenant’s Property that is leased (rather than owned) by Tenant (or its Subsidiaries, if any),



Tenant shall use commercially reasonable efforts to ensure that any agreements entered into after the Commencement Date pursuant to which Tenant (or its Subsidiaries, if any) leases such Tenant's Property are assignable to third parties in connection with any transfer by Tenant (or its Subsidiaries, if any) to a replacement lessee or operator at the end of the Term. To the extent not transferred to a Successor Tenant pursuant to Article XXXVI hereof (and subject to Landlord's rights under Section 6.3 and the rights of any Permitted Leasehold Mortgagee under Article XVII and the terms and conditions of the Intercreditor Agreement and the terms and conditions of the Transition Services Agreement), Tenant shall remove all of Tenant's Property from the Leased Property at the end of the Term. Any Tenant's Property left on the Leased Property at the end of the Term whose ownership was not transferred to a Permitted Leasehold Mortgagee or its designee or assignee that entered into or succeeded to a New Lease pursuant to the terms hereof or to a Successor Tenant pursuant to Article XXXVI hereof shall be deemed abandoned by Tenant and shall become the property of Landlord. Notwithstanding anything to the contrary contained herein, but without limitation of Tenant's express rights to effect replacements, make dispositions or grant liens with respect to Tenant's Pledged Property under this Section 6.2 and Section 6.3, Tenant shall own, hold and/or lease, as applicable, all of the material Tenant's Pledged Property relating to the Leased Property.

**6.3 Landlord's Security Interest in Tenant's Pledged Property.**

(a) To secure the performance of Tenant's obligations under this Lease, including, without limitation, Tenant's obligation to pay Rent hereunder, Tenant (on behalf of itself and on behalf of all of its Subsidiaries and Affiliates, as applicable), collectively, as debtor, hereby grants to Landlord, as secured party, a first priority security interest in all of Tenant's (and all of Tenant's Subsidiaries' and Affiliates', as applicable) right, title and interest in and to Tenant's Pledged Property now owned or in which Tenant (or any of Tenant's Subsidiaries and Affiliates, as applicable) hereafter acquires an interest or right. This Lease constitutes a security agreement covering all such Tenant's Pledged Property. The Parties acknowledge that the security interest granted hereunder is subject to the terms and conditions of the Intercreditor Agreement.

(b) The security interest granted to Landlord in Tenant's Pledged Property is subordinate to any security interest granted by Tenant (or any Subsidiary or Affiliate of Tenant) in tangible components of Tenant's Pledged Property for the purpose of securing purchase money financing with respect thereto (including equipment leases or equipment financing), as long as, (I) with respect to any such purchase money financing entered into from and after the Commencement Date with an initial principal balance in excess of Fifty Million and No/100 Dollars (\$50,000,000.00), (a) Tenant provides Landlord (and any Fee Mortgagee of which it is given notice in accordance herewith) with copies of the documentation evidencing such financing or leasing and (b) Tenant shall use commercially reasonable efforts to have the lessor or financier of such purchase money financing agree to give Landlord (and any such Fee Mortgagee) notice of any default by Tenant under the terms of such arrangement and a reasonable time following such notice to cure any such default and to consent to Landlord's (or any such Fee Mortgagee's) written assumption of such arrangement upon curing such default, in each case prior to exercising any remedies in respect of such default, (II) the aggregate amount of any purchase money indebtedness in respect of Tenant's Pledged Property (together with the aggregate amount of any purchase money indebtedness in respect of "Tenant's Pledged Property" under and as defined in each of the Other Leases) shall not exceed at any time an

amount equal to two and one-half percent (2.5%) of the consolidated total assets of CEOC from time to time, and (III) the aggregate amount of any purchase money indebtedness in respect of Tenant's Pledged Property shall not exceed at any time an amount equal to two and one-half percent (2.5%) of the consolidated total assets of SPE Tenant from time to time.

(c) Tenant shall pay all filing fees and record search fees and other reasonable costs for such additional security agreements, financing statements, fixture filings, and other documents as Landlord may reasonably require to perfect or to continue the perfection of Landlord's security interest in Tenant's Pledged Property. Landlord shall have the right to collaterally assign such security interest granted to Landlord in Tenant's Pledged Property to any Fee Mortgagee.

(d) Notwithstanding the foregoing or anything herein to the contrary, Landlord may not foreclose upon or exercise remedies against Landlord's security interest in Tenant's Pledged Property unless and until both (i) the Landlord's Enforcement Condition has occurred and (ii) this Lease has either (1) been rejected in bankruptcy (and no Permitted Leasehold Mortgagee is entitled to obtain a New Lease in accordance with Section 17.1(f) hereof) or (2) terminated by Landlord pursuant to Section 16.2(x) hereof; provided, however, that notwithstanding the foregoing or anything otherwise set forth in this Lease Landlord may, (I) at any time take such actions as are available to a secured creditor in any bankruptcy, insolvency or dissolution proceeding, and (II) commence foreclosure proceedings and otherwise take steps in connection with exercising its remedies under this Section 6.3 with respect to Tenant's Pledged Property after the occurrence and during the continuance of a Tenant Event of Default, so long as (x) Landlord does not consummate such foreclosure and does not complete any such other exercise of remedies which would, or take any other action which would, effect a transfer of ownership, title or possession of Tenant's Pledged Property prior to termination or rejection of the Lease (and failure of any Permitted Leasehold Mortgagee to obtain a New Lease in accordance with Section 17.1(f) hereof), and (y) during any period that any Permitted Leasehold Mortgagee is entitled to cure a Tenant Event of Default or obtain a New Lease pursuant to and in accordance with Sections 17.1(d), (e) and (f) of this Lease, as the case may be, Landlord does not impair or interfere with the exercise of any rights of Tenant hereunder (including but not limited to cure rights) or any rights of any Permitted Leasehold Mortgagee (including but not limited to cure rights) with respect to Tenant's Pledged Property as set forth hereunder or in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Landlord pursuant to this Lease in the Tenant's Pledged Property and the exercise of any right or remedy by Landlord hereunder against the Tenant's Pledged Property are subject to the provisions of the Intercreditor Agreement. Subject to the restriction effected by clause (x) above, in the event of any conflict between the terms of the Intercreditor Agreement and this Lease, the terms of the Intercreditor Agreement shall govern and control.

(e) Any Tenant's Pledged Property that is sold, transferred, conveyed or otherwise disposed of in accordance with Section 6.2 shall be automatically released from the security interest granted to Landlord in Tenant's Pledged Property and Landlord shall, at Tenant's request, execute such documents and instruments to evidence such release. Landlord acknowledges that a Permitted Leasehold Mortgagee may have a subordinate lien on Tenant's Pledged Property, provided that such lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first-priority lien thereon in favor of Landlord on the terms and conditions set forth in the Intercreditor Agreement.

(f) Tenant and each of Tenant's Subsidiaries and Affiliates that have granted to Landlord a security interest as described herein acknowledges that this Agreement is being entered into and approved in connection with Tenant's pending chapter 11 bankruptcy case and agrees that, in the event Tenant or any such Tenant Subsidiary or Affiliates files or has filed against it another case under Title 11 of the U.S. Code, Landlord shall thereupon be entitled immediately to relief from the automatic stay of Section 362 and from any other stay or restriction on Landlord's ability to exercise the rights and remedies available to Landlord as a secured creditor with respect to Tenant's Pledged Property, and Tenant and each such Tenant Subsidiary and Affiliate hereby waives the benefits of such automatic stay or restriction and consents and agrees to raise no objection to such relief sought by Landlord.

(g) Tenant (and Tenant's Subsidiaries and Affiliates, as applicable) shall promptly execute such other separate security agreements consistent with the terms of this Section 6.3 with respect to Tenant's Pledged Property as Landlord may reasonably request from time to time to evidence such security interest in Tenant's Pledged Property created by this Section 6.3.

## ARTICLE VII

### PRESENT CONDITION & PERMITTED USE

**7.1 Condition of the Leased Property.** Tenant acknowledges receipt and delivery of possession of the Leased Property and confirms that Tenant has examined and otherwise has knowledge of the condition of the Leased Property prior to and as of the execution and delivery of this Lease and has found the same to be satisfactory for its purposes hereunder, it being understood and acknowledged by Tenant that, immediately prior to Landlord's acquisition of the Leased Property and contemporaneous entry into this Lease, Tenant (or its Affiliates) was the owner of all of Landlord's interest in and to the Leased Property and, accordingly, Tenant is charged with, and deemed to have, full and complete knowledge of all aspects of the condition and state of the Leased Property as of the Commencement Date. Without limitation of the foregoing and regardless of any examination or inspection made by Tenant, and whether or not any patent or latent defect or condition was revealed or discovered thereby, Tenant is leasing the Leased Property "as is" in its present condition. Without limitation of the foregoing, Tenant waives any claim or action against Landlord in respect of the condition of the Leased Property including any defects or adverse conditions not discovered or otherwise known by Tenant as of the Commencement Date. LANDLORD MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, INCLUDING AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, OR AS TO THE NATURE OR QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE STATUS OF TITLE TO THE LEASED PROPERTY OR THE PHYSICAL CONDITION OR STATE OF REPAIR THEREOF, OR THE ZONING OR OTHER LAWS, ORDINANCES, BUILDING CODES, REGULATIONS, RULES AND ORDERS APPLICABLE THERETO OR TO ANY CAPITAL IMPROVEMENTS WHICH MAY BE NOW OR HEREAFTER CONTEMPLATED, THE IMPOSITIONS LEVIED IN RESPECT OF THE LEASED

PROPERTY OR ANY PART THEREOF, OR THE USE THAT MAY BE MADE OF THE LEASED PROPERTY OR ANY PART THEREOF, THE INCOME TO BE DERIVED FROM THE FACILITY OR THE EXPENSE OF OPERATING THE SAME, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, IT BEING AGREED THAT ALL SUCH RISKS, LATENT OR PATENT, ARE TO BE BORNE SOLELY BY TENANT INCLUDING ALL RESPONSIBILITY AND LIABILITY FOR ANY ENVIRONMENTAL REMEDIATION AND COMPLIANCE WITH ALL ENVIRONMENTAL LAWS. This Section 7.1 shall not be construed to limit Landlord's express indemnities made hereunder.

## **7.2 Use of the Leased Property.**

(a) Tenant shall not use (or cause or permit to be used) the Facility, including the Leased Property, or any portion thereof, including any Capital Improvement, for any use other than the Primary Intended Use without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Landlord acknowledges that operation of the Leased Property for its Primary Intended Use generally may require a Gaming License under applicable Gaming Regulations and that without such a license, if applicable, neither Landlord nor Landlord REIT may operate, control or participate in the conduct of the gaming operations at the Facility. Tenant acknowledges that operation of the Facility for its Primary Intended Use generally may require a Gaming License under applicable Gaming Regulations and that without such a license, if applicable, Tenant may not operate, control or participate in the conduct of the gaming operations at the Facility.

(b) Tenant shall not commit or suffer to be committed any waste with respect to the Facility, including on or to the Leased Property (and, without limitation, to the Capital Improvements) or cause or permit any nuisance thereon or, except as required by law, knowingly take or suffer any action or condition that will diminish in any material respect, the ability of the Leased Property to be used as a Gaming Facility (or otherwise for the Primary Intended Use) after the Expiration Date.

(c) Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, (i) initiate or support any limiting change in the permitted uses of the Leased Property (or to the extent applicable, limiting zoning reclassification of the Leased Property); (ii) seek any variance under existing land use restrictions, laws, rules or regulations (or, to the extent applicable, zoning ordinances) applicable to the Leased Property or the use of the Leased Property in any manner that adversely affects (other than to a de minimis extent) the value or utility of the Leased Property for the Primary Intended Use; (iii) execute or file any subdivision plat or condominium declaration affecting the Leased Property or any portion thereof, or institute, or permit the institution of, proceedings to alter any tax lot comprising the Leased Property or any portion thereof; or (iv) permit or suffer the Leased Property or any portion thereof to be used by the public or any Person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement (provided that the proscription in this clause (iv) is not intended to and shall not restrict Tenant in any way from complying with any obligation it may have under applicable Legal Requirements, including, without limitation, Gaming Regulations, to afford to the public access to the Leased Property or any portion thereof). Without limiting the foregoing, (1) Tenant will not impose or permit the imposition of any restrictive covenants, easements or other

encumbrances upon the Leased Property (including, subject to the last paragraph of Section 16.1, any restriction, covenant, easement or other encumbrance which Tenant may otherwise impose or permit to be imposed pursuant to the provisions of any Permitted Exception Document) without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Landlord is given reasonable opportunity to participate in the process leading to such agreement, and (2) other than any liens or other encumbrances granted to a Fee Mortgagee, Landlord will not enter into agreements that will encumber the Leased Property without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Landlord agrees it will not withhold consent to utility easements and other similar encumbrances made in the ordinary course of Tenant's business conducted on the Leased Property in accordance with the Primary Intended Use, provided the same does not adversely affect in any material respect the use or utility of the Leased Property for the Primary Intended Use. Nothing in the foregoing is intended to vitiate or supersede Tenant's right to enter into Permitted Leasehold Mortgages or Landlord's right to enter into Fee Mortgages in each case as and to the extent provided herein.

(d) Except to the extent resulting from a Permitted Operation Interruption, Tenant shall cause the Facility to be Continuously Operated during the Term.

(e) Subject to Article XII regarding permitted contests, Tenant, at its sole cost and expense, shall promptly (i) comply in all material respects with all Legal Requirements and Insurance Requirements affecting the Facility and the business conducted thereat, including those regarding the use, operation, maintenance, repair and restoration of the Leased Property or any portion thereof (including all Capital Improvements) and Tenant's Property whether or not compliance therewith may require structural changes in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property or any portion thereof, and (ii) procure, maintain and comply in all material respects with all Gaming Regulations and Gaming Licenses, and other authorizations required for the use of the Leased Property (including all Capital Improvements) and Tenant's Property for the applicable Primary Intended Use and any other use of the Leased Property (and Capital Improvements then being made) and Tenant's Property, and for the proper erection, installation, operation and maintenance of the Leased Property and Tenant's Property. In an emergency involving an imminent threat to human health and safety or damage to property, or in the event of a breach by Tenant of its obligations under this Section 7.2 which is not cured within any applicable cure period set forth herein, Landlord or its representatives (and any Fee Mortgagee) may, but shall not be obligated to, enter upon the Leased Property (and, without limitation, all Capital Improvements) (upon reasonable prior written notice to Tenant, except in the case of emergency, and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) and take such reasonable actions and incur such reasonable costs and expenses to effect such compliance as it deems advisable to protect its interest in the Leased Property, and Tenant shall reimburse Landlord for all such reasonable out-of-pocket costs and expenses actually incurred by Landlord in connection with such actions.

(f) Tenant shall not, without the prior written consent of Landlord, cease to operate or permit the Facility to cease to be operated under the "Caesars Palace" Brand.

(g) Without limitation of any of the other provisions of this Lease, Tenant shall comply with all Property Documents (i) that are listed on the title policies described on Exhibit K attached hereto, or (ii) made after the date hereof in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Tenant.

### **7.3 Ground Leases.**

(a) This Lease, to the extent affecting and solely with respect to the Ground Leased Property, is and shall be subject and subordinate to all of the terms and conditions of the Ground Leases and to all liens, rights and encumbrances to which the Ground Leases are subject or subordinate. Tenant hereby acknowledges that Tenant has reviewed and agreed to all of the terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 attached hereto. Tenant hereby agrees that (x) Tenant shall comply with all provisions, terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 and, subject to Section 7.3(g) and Section 7.3(h), any amendments or modifications thereto and any new Ground Leases, in each case except to the extent such provisions, terms and conditions (1) apply solely to Landlord, (2) are not susceptible of being performed (or if breached, are not capable of being cured) by Tenant, and (3) in the case of the Ground Leases in effect as of the Commencement Date, are expressly set forth in the copies of such Ground Leases that were furnished to Landlord by Tenant on or prior to the Commencement Date (provisions, terms and conditions satisfying clauses (1) through (3), "Landlord Specific Ground Lease Requirements"), and (y) Tenant shall not do, or (except with respect to Landlord Specific Ground Lease Requirements) fail to do, anything that would cause any violation of the Ground Leases. Without limiting the foregoing, (i) Tenant acknowledges that it shall be obligated to (and shall) pay, as part of Tenant's obligations under this Lease, all monetary obligations imposed upon Landlord as the lessee under any and all of the Ground Leases, including, without limitation, any rent and additional rent payable thereunder and shall, upon request, provide satisfactory proof evidencing such payments to Landlord, (ii) to the extent Landlord is required to obtain the written consent of the lessor under any applicable Ground Lease (in each case, the "Ground Lessor") to alterations of or the subleasing of all or any portion of the Ground Leased Property pursuant to any Ground Lease, Tenant shall likewise obtain the applicable Ground Lessor's written consent to alterations of or the sub-subleasing of all or any portion of the Ground Leased Property (in each case, to the extent the same is permitted hereunder), and (iii) (without limitation of the Insurance Requirements hereunder) Tenant shall carry and maintain general liability, automobile liability, property and casualty, worker's compensation, employer's liability insurance and such other insurance, if any, in amounts and with policy provisions, coverages and certificates as required of Landlord as tenant under any applicable Ground Lease. The foregoing is not intended to vitiate or supersede Landlord's rights as lessee under any Ground Lease, and, without limitation of the preceding portion of this sentence or of any other rights or remedies of Landlord hereunder, in the event Tenant fails to comply with its obligations with respect to Ground Leases as described herein (without giving effect to any notice or cure periods thereunder), Landlord shall have the right (but without any obligation to Tenant or any Liability for failure to exercise such right), following written notice to Tenant and the passage of a reasonable period of time (except to the extent the failure is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable) to cure such failure, in which event Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in

connection with curing such failure. The parties acknowledge that the Ground Leases on the one hand, and this Lease on the other hand, constitute separate contractual arrangements among separate parties and nothing in this Lease shall vitiate or otherwise affect the obligations of the parties to the Ground Leases, and nothing in the Ground Leases shall vitiate or otherwise affect the obligations of the parties hereto pursuant to this Lease (except as specifically set forth in this Section 7.3).

(b) Subject to Section 7.3(c) below, in the event of cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder (other than the cancellation or termination of a Ground Lease entered into in connection with a sale-leaseback transaction by Landlord (other than if such cancellation or termination resulted from Tenant's default under this Lease), which cancellation or termination results in the Leased Property leased under such Ground Lease no longer being subject to this Lease), then, this Lease and Tenant's obligation to pay the Rent and Additional Charges hereunder and all other obligations of Tenant hereunder (other than such obligations of Tenant hereunder that concern solely the applicable Ground Leased Property demised under the affected Ground Lease) shall continue unabated; provided that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to the applicable Ground Leased Property on substantially similar terms to those of such cancelled or terminated Ground Lease, then such replacement lease shall automatically become a Ground Lease hereunder and such Ground Leased Property shall remain part of the Leased Property hereunder. Nothing contained in this Lease shall create, or be construed as creating, any privity of contract or privity of estate between Ground Lessor and Tenant.

(c) With respect to any Ground Leased Property, the Ground Lease for which has an expiration date (taking into account any renewal options exercised thereunder as of the Commencement Date or hereafter exercised) prior to the expiration of the Term (taking into account any exercised renewal options hereunder), this Lease shall expire solely with respect to such Ground Leased Property concurrently with such Ground Lease expiration date (taking into account the terms of the following sentences of this Section 7.3(c)). There shall be no reduction in Rent nor Required Capital Expenditures by reason of such expiration with respect to, and the corresponding removal from this Lease of, any such Ground Leased Property. Landlord (as ground lessee) shall be required to exercise all renewal options contained in each Ground Lease so as to extend the term thereof (provided, that Tenant shall furnish to Landlord written notice of the outside date by which any such renewal option must be exercised in order to validly extend the term of any such Ground Lease; such notice shall be delivered no earlier than one hundred twenty (120) days prior to the earliest date any such option may be validly exercised and no later than forty-five (45) days prior to the outside date by which such option must be validly exercised, which notice shall be followed by a second notice from Tenant to Landlord of such outside date, such notice to be furnished to Landlord no later than fifteen (15) days prior to the outside date), and Landlord shall provide Tenant with a copy of Landlord's exercise of such renewal option. With respect to any Ground Lease that otherwise would expire during the Term, Tenant, on Landlord's behalf, shall have the right to negotiate for a renewal or replacement of such Ground Lease with the third-party ground lessor, on terms satisfactory to Tenant (subject, (i) to Landlord's reasonable consent with respect to the provisions, terms and conditions thereof which would reasonably be expected to materially and adversely affect Landlord, and (ii) in the case of any such renewal or replacement that would extend the term of such Ground Lease beyond the Term, to Landlord's sole right to approve any such provisions, terms and conditions that would be applicable beyond the Term).

(d) Nothing contained in this Lease amends, or shall be construed to amend, any provision of the Ground Leases.

(e) Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor and any other party entitled to be indemnified by Landlord pursuant to the terms of any Ground Lease from and against any and all claims arising from or in connection with the Facility and/or this Lease with respect to which such party is entitled to indemnification by Landlord pursuant to the terms of any Ground Lease, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon to the extent provided in the applicable Ground Lease; and in case any such action or proceeding be brought against any of the Landlord Indemnified Parties, any Ground Lessor or any master lessor to Ground Lessor or any such party by reason of any such claim, Tenant, upon notice from Landlord or any of its Affiliates or such other Landlord Indemnified Party, such Ground Lessor or such master lessor to Ground Lessor or any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to the party or parties indemnified pursuant to this paragraph or the Ground Lease. Notwithstanding the foregoing, in no event shall Tenant be required to indemnify, defend or hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor or any other party from or against any claims to the extent resulting from (i) the gross negligence or willful misconduct of Landlord, or (ii) the actions of Landlord except if such actions are the result of Tenant's failure, in violation of this Lease, to act.

(f) To the extent required under the applicable Ground Lease, Tenant hereby waives any and all rights of recovery (including subrogation rights of its insurers) from the applicable Ground Lessor, its agents, principals, employees and representatives for any loss or damage, including consequential loss or damage, covered by any insurance policy maintained by Tenant, whether or not such policy is required under the terms of the Ground Lease.

(g) Landlord shall not enter into any new ground leases with respect to the Leased Property or any portion thereof (except as provided by Section 7.3(h)), or amend, modify or terminate any existing Ground Leases (except as provided by Section 7.3(b) or Section 7.3(c)), in each case without Tenant's prior written consent in its reasonable discretion, provided, that, Landlord may amend or modify Ground Leases in a manner that will not adversely affect Tenant (*e.g.*, an amendment relating to a period following the end of the Term), and Landlord may acquire the fee interest in the property leased pursuant to any Ground Lease, so long as Tenant's rights and obligations hereunder are not adversely affected thereby.

(h) Landlord may enter into new Ground Leases with respect to the Leased Property or any portion thereof (including pursuant to a sale-leaseback transaction), provided that, notwithstanding anything herein to the contrary (other than replacement Ground Lease(s) made pursuant to Section 7.3(b) or Ground Lease(s) made pursuant to the final sentence of Section 7.3(c)), Tenant shall not be obligated to comply with any additional or more onerous obligations



under such new ground lease with which Tenant is not otherwise obligated to comply under this Lease (and, without limiting the generality of the foregoing, Tenant shall not be required to incur any additional monetary obligations (whether for payment of rents under such new Ground Lease or otherwise) in connection with such new Ground Lease) (except to a de minimis extent), unless Tenant approves such additional obligations in its sole and absolute discretion.

**7.4 Third-Party Reports.** Upon Landlord's reasonable request from time to time, Tenant shall provide Landlord with copies of any third-party reports obtained by Tenant with respect to the Leased Property, including, without limitation, copies of surveys, environmental reports and property condition reports.

**7.5 Operating Standard.** Tenant shall cause the Facility to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), in each case except to the extent failure to do so does not result in a material adverse effect on Landlord or on the Facility. For avoidance of doubt, the provisions of this Section 7.5 and Section 16.1(f) hereof shall continue to apply even if the Facility is being managed pursuant to a Replacement Management Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

**8.1 General.** Each Party represents and warrants to the other that as of the Commencement Date: (i) this Lease and all other documents executed, or to be executed, by it in connection herewith have been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and qualified to perform this Lease within the State of Nevada; and (iii) neither this Lease nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such Party.

**8.2 Additional Tenant Representations.** Tenant hereby makes the representations and warranties set forth in Exhibit L to Landlord as of the Commencement Date. For the avoidance of doubt, the foregoing representations and warranties shall constitute Additional Fee Mortgagee Requirements with respect to the Existing Fee Mortgage.

## ARTICLE IX

### MAINTENANCE AND REPAIR

**9.1 Tenant Obligations.** Subject to the provisions of Sections 10.1, 10.2 and 10.3 relating to Landlord's approval of certain Alterations, Capital Improvements and Material Capital Improvements, Tenant, at its expense and without the prior consent of Landlord, shall maintain the Leased Property, and every portion thereof, including all of the Leased Improvements and the structural elements and the plumbing, heating, ventilating, air

conditioning, electrical, lighting, sprinkler and other utility systems thereof, all fixtures and all appurtenances to the Leased Property including any and all private roadways, sidewalks and curbs appurtenant to the Leased Property, and Tenant's Property, in each case in good order and repair whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of the Leased Property, and, with reasonable promptness, make all reasonably necessary and appropriate repairs thereto of every kind and nature, including those necessary to ensure continuing compliance with all Legal Requirements (including, without limitation, all Gaming Regulations and Environmental Laws) (to the extent required hereunder), Insurance Requirements, the Ground Leases and Property Documents whether now or hereafter in effect (other than any Ground Leases or Property Documents (or modifications to Ground Leases or Property Documents) entered into after the Commencement Date that impose obligations on Tenant (other than de minimis obligations) to the extent (x) entered into by Landlord without Tenant's consent pursuant to Section 7.2(c) or (y) Tenant is not required to comply therewith pursuant to Section 7.3(b), Section 7.3(g) or Section 7.3(h)) and, with respect to any Fee Mortgages, the applicable provisions of such Fee Mortgage Documents as and to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, in each case except to the extent otherwise provided in Article XIV or Article XV of this Lease, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to or first arising after the Commencement Date.

**9.2 No Landlord Obligations.** Landlord shall not under any circumstances be required to (i) build or rebuild any improvements on the Leased Property; (ii) make any repairs, replacements, alterations, restorations or renewals of any nature to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto; or (iii) maintain the Leased Property in any way. Tenant hereby waives, to the extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Lease or hereafter enacted. This Section 9.2 shall not be construed to limit Landlord's express indemnities, if any, made hereunder.

**9.3 Landlord's Estate.** Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property, or any part thereof, or any Capital Improvement; or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property, or any portion thereof or upon the estate of Landlord in any Capital Improvement.

**9.4 End of Term.** Subject to Sections 17.1(f) and 36.1, Tenant shall, upon the expiration or earlier termination of the Term, vacate and surrender and relinquish in favor of Landlord all rights to the Leased Property (together with all Capital Improvements, including all Tenant Capital Improvements, except to the extent provided in Section 10.4 in respect of Tenant

Material Capital Improvements), in each case, in the condition in which such Leased Property was originally received from Landlord and, in the case of Capital Improvements (other than Tenant Material Capital Improvements to the extent provided in Section 10.4), when such Capital Improvements were originally introduced to the Facility, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear and subject to any Casualty Event or Condemnation as provided in Articles XIV and XV.

#### **9.5 FF&E Reserve.**

(a) Deposits into FF&E Reserve. So long as required by the Fee Mortgage Documents and so long as the corresponding Fee Mortgagee enters into an agreement with Tenant, in form and substance reasonably acceptable to Tenant and Landlord (the "Tri-Party Agreement"), that provides that Tenant shall be entitled to receive the disbursements as described below, on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day) during the Term, Tenant shall, concurrent with Tenant's payment of Rent in accordance with Article III hereof, deposit an amount equal to the Monthly FF&E Reserve Amount (the "FF&E Reserve Funds") in an Eligible Account (the "FF&E Reserve") in the name of Tenant and under the control of Fee Mortgagee. All interest on FF&E Reserve Funds shall be for the benefit of Tenant and added to and become a part of the FF&E Reserve and shall be disbursed in the same manner as other monies deposited in the FF&E Reserve. Tenant shall be responsible for payment of any federal, state or local income or other tax applicable to the interest earned on the FF&E Reserve Funds credited or paid to Tenant.

(b) Disbursements from FF&E Reserve. Tenant shall be entitled to use FF&E Reserve Funds solely for the purpose of paying for (or reimbursing Tenant for) the cost of Permitted FF&E Expenditures. So long as no Tenant Event of Default exists, Tenant shall be entitled (pursuant to the Tri-Party Agreement) to receive within ten (10) days of submitting a request in writing directly to Fee Mortgagee (with contemporaneous copy to Landlord) a disbursement of FF&E Reserve Funds from the FF&E Reserve to pay for Permitted FF&E Expenditures or a reimbursement for Permitted FF&E Expenditures, and any such request shall specify the amount of the requested disbursement and a general description of the type of Permitted FF&E Expenditures to be paid or reimbursed using such FF&E Reserve Funds, subject, with respect to the Fee Mortgage Documents entered into on the date hereof, to compliance by Tenant with the provisions of all applicable provisions of such Fee Mortgage Documents as in effect on the date hereof and, with respect to any Fee Mortgages entered into after the date hereof, compliance by Tenant with the corresponding provisions of such Fee Mortgage Documents to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof. Tenant shall not make a request for disbursement from the FF&E Reserve (x) more frequently than once in any calendar month nor (y) in amounts less than Fifty Thousand and No/100 Dollars (\$50,000.00). For the avoidance of doubt, any funds disbursed from the FF&E Reserve and spent on and/or as reimbursement for the costs of Capital Expenditures that constitute Permitted FF&E Expenditures shall be applied toward the Minimum Cap Ex Requirements. Any FF&E Reserve Funds remaining in the FF&E Reserve on the Expiration Date or on any earlier date that they are no longer required hereunder shall be returned by Landlord or Fee Mortgagee to Tenant, provided that Landlord shall have the right to offset such payment by any amounts owed by Tenant to Landlord as of the Expiration Date.

**9.6 Security Interest in FF&E Reserve Funds.** Tenant grants to Landlord a first-priority security interest in the FF&E Reserve and all FF&E Reserve Funds, as additional security for performance of Tenant's obligations under this Lease. Landlord shall have the right to collaterally assign the security interest granted to Landlord in the FF&E Reserve and FF&E Reserve Funds to any Fee Mortgagee. If required by Fee Mortgagee, Landlord and Tenant shall (and Tenant shall cause Manager to) enter into a customary and reasonable control agreement for the benefit of Fee Mortgagee or Landlord with respect to the FF&E Reserve. Notwithstanding the foregoing or anything herein to the contrary, (i) Landlord may not foreclose upon the lien on the FF&E Reserve and FF&E Reserve Funds, and Fee Mortgagee, pursuant to the Tri-Party Agreement, shall agree not to apply the FF&E Reserve Funds against the Fee Mortgage, in each case, prior to the occurrence of both (x) Landlord's Enforcement Condition and (y) the termination of this Lease by Landlord pursuant to Section 16.2(a) hereof, and (ii) prior to the occurrence of Landlord's Enforcement Condition, (except as provided in Section 10.5(e) or Section 16.7) Fee Mortgagee or Landlord may only apply FF&E Reserve Funds toward Permitted FF&E Expenditures incurred by Tenant if and only if a Tenant Event of Default has occurred and is continuing.

## ARTICLE X

### ALTERATIONS

#### **10.1 Alterations, Capital Improvements and Material Capital Improvements.**

(a) Tenant shall not be required to obtain Landlord's consent or approval to make any Alterations or Capital Improvements (including any Material Capital Improvement) to the Leased Property in its reasonable discretion; provided, however, that all such Alterations and Capital Improvements (i) shall be of equal quality to or better quality than the applicable portions of the existing Facility, as applicable, except to the extent Alterations or Capital Improvements of lesser quality would not, in the reasonable opinion of Tenant, result in any diminution of value of the Leased Property (or applicable portion thereof), (ii) shall not have an adverse effect on the structural integrity of any portion of the Leased Property, and (iii) shall not otherwise result in a diminution of value to the Leased Property. If any Alteration or Capital Improvement would not or does not meet the standards of the preceding sentence, then such Alteration or Capital Improvement shall be subject to Landlord's written approval, which written approval shall not be unreasonably withheld, conditioned or delayed. Further, except as set forth in Section 10.1(b), (1) if any Alteration or Capital Improvement (or the aggregate amount of all related Alterations or Capital Improvements) has a total budgeted cost (as reasonably evidenced to Landlord) in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00) (the "Alteration Threshold"), then such Alteration or Capital Improvement (or series of related Alterations or Capital Improvements) shall be subject to the approval of Landlord and, if applicable, subject to Section 31.3, any Fee Mortgagee, in each case which written approval shall not be unreasonably withheld, conditioned or delayed, and, (2) if the total unpaid amounts due and payable with respect to such Alteration or Capital Improvement (net of such amounts constituting Permitted FF&E Expenditures for which sufficient FF&E Reserve Funds are on deposit in the FF&E

Reserve) exceed the Alteration Threshold, Tenant shall promptly deliver to Landlord as security for the payment of such amounts and as additional security for Tenant's obligations under this Lease, any of the following, in each case in an amount equal to the amount by which the budgeted cost of such Alteration or Capital Improvement (net of any portion of such Alteration or Capital Improvement consisting of Permitted FF&E Expenditures to the extent of the FF&E Reserve Funds on deposit in the FF&E Reserve) exceeds the Alteration Threshold: (A) cash, (B) cash equivalents, or (C) a Letter of Credit (the "Alteration Security"). If the Alteration Security is in the form of cash, if required by Fee Mortgagee, such security may be deposited into the FF&E Reserve. On a monthly basis during the construction of any such Alteration or Capital Improvement for which Alteration Security has been deposited, Tenant shall be entitled (either pursuant to a separate agreement to be entered into directly between Tenant and Fee Mortgagee, in form and substance reasonably acceptable to Tenant, or, if no such agreement is entered into, then as an obligation of Landlord hereunder) to receive a portion of such Alteration Security, to be disbursed to Tenant (in the case of cash or cash equivalents) or reduced (in the case of a Letter of Credit), as applicable, on a dollar-for-dollar basis, in the amount required to reimburse Tenant for (or to enable Tenant to pay) the cost of such Alteration or Capital Improvement in amounts equal to the actual costs incurred by Tenant for such Alteration or Capital Improvement, subject to delivery by Tenant to Landlord of invoices related to the work performed, and subject: (a) to compliance by Tenant with the applicable provisions of any Fee Mortgage Documents then in effect to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, and (b) in the event no Fee Mortgage then exists and Landlord is holding the Alteration Security, to the condition that no Tenant Event of Default exist at the time of determination and subject to the other applicable provisions of this Article X. To the extent a construction consultant is required by any Fee Mortgagee, Landlord shall have the right (in addition to any construction consultant engaged by Tenant, at Tenant's sole cost and expense, to satisfy any applicable Additional Fee Mortgage Requirement) to also select and engage (subject to any Fee Mortgage requirements), at Landlord's cost and expense, construction consultants to conduct inspections of the Leased Property during the construction of any Material Capital Improvements, provided that (x) such inspections shall be conducted in a manner as to not unreasonably interfere with such construction or the operation of the Facility, (y) prior to entering the Leased Property, such consultants shall deliver to Tenant evidence of insurance reasonably satisfactory to Tenant and (z) (irrespective of whether the consultant was engaged by Landlord, Tenant or otherwise) Landlord and Tenant shall be entitled to receive copies of such consultants' work product and shall have direct access to and communication with such consultants.

(b) Notwithstanding the foregoing or anything herein to the contrary, Tenant shall not be required to obtain the consent of Landlord or any Fee Mortgagee, and shall not be required to deposit the Alteration Security, in connection with the construction of the New Tower, provided that (i) Tenant satisfies the applicable conditions, and complies with the applicable requirements, for construction of the New Tower as set forth in the Fee Mortgage Documents as in effect on the date hereof, and (ii) Tenant otherwise complies with the terms and conditions of this Lease with respect to the construction of the New Tower (including, without limitation, the right-of-first-offer procedures set forth in Section 10.4). Without limitation of the preceding sentence or any other provisions of this Lease pertaining to Additional Fee Mortgage Requirements, Tenant shall comply with all of the provisions, terms and conditions of the Existing Fee Mortgage and any related Fee Mortgage Documents (in each case as in effect on the Commencement Date) applicable to the New Tower, and without limitation, upon commencement of any construction

work on the New Tower, Tenant will proceed with construction, and complete the same, in compliance with all applicable provisions, terms and conditions of the Existing Fee Mortgage and any related Fee Mortgage Documents (in each case as in effect on the Commencement Date), and all applicable provisions, terms and conditions of this Lease.

**10.2 Landlord Approval of Certain Alterations and Capital Improvements.** If Tenant desires to make any Alteration or Capital Improvement for which Landlord's approval is required pursuant to Section 10.1 above, Tenant shall submit to Landlord in reasonable detail a general description of the proposal, the projected cost of the applicable Work and such plans and specifications, permits, licenses, contracts and other information concerning the proposal as Landlord may reasonably request. Such description shall indicate the use or uses to which such Alteration or Capital Improvement will be put and the impact, if any, on current and forecasted gross revenues and operating income attributable thereto. Landlord may condition any approval of any Alteration or Capital Improvement (including any Material Capital Improvement), to the extent required pursuant to Section 10.1 above, upon any or all of the following terms and conditions, to the extent reasonable under the circumstances:

- (a) the Work shall be effected pursuant to detailed plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;
- (b) the Work shall be conducted under the supervision of a licensed architect or engineer selected by Tenant (the "Architect") and, for purposes of this Section 10.2 only, approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;
- (c) Landlord's receipt from the general contractor and, if reasonably requested by Landlord, any major subcontractor(s) of a performance and payment bond for the full value of such Work, which such bond shall name Landlord as an additional obligee and otherwise be in form and substance and issued by a Person reasonably satisfactory to Landlord;
- (d) Landlord's receipt of reasonable evidence of Tenant's financial ability to complete the Work without materially and adversely affecting its cash flow position or financial viability;
- (e) such Alteration or Capital Improvement will not result in the Leased Property becoming a "limited use" within the meaning of Revenue Procedure 2001-28 property for purposes of United States federal income taxes; and
- (f) such other requirements as may be required under the Fee Mortgage Documents as in effect as of the date hereof, as set forth in such Fee Mortgage Documents.

**10.3 Construction Requirements for Alterations and Capital Improvements.** For any Alteration or Capital Improvement having a budgeted cost in excess of Five Million and No/100 Dollars (\$5,000,000.00) (and as otherwise expressly required under subsection (g) below), Tenant shall satisfy the following:

(a) If and to the extent plans and specifications typically would be (or, in accordance with applicable Legal Requirements, are required to be) obtained in connection with a project of similar scope and nature to such Alteration or Capital Improvement, Tenant shall, prior to commencing any Work in respect of the same, provide Landlord copies of such plans and specifications. Tenant shall also supply Landlord with related documentation, information and materials relating to the Property in Tenant's possession or control, including, without limitation, surveys, property condition reports and environmental reports, as Landlord may reasonably request from time to time;

(b) No Work shall be commenced until Tenant shall have procured and paid for all municipal and other governmental permits and authorizations required to be obtained prior to such commencement (if any), including those permits and authorizations required pursuant to any Gaming Regulations (if any), and, upon Tenant's request, Landlord shall join in the application for such permits or authorizations whenever such action is necessary; provided, however, that (i) any such joinder shall be at no cost or expense to Landlord; and (ii) any plans required to be filed in connection with any such application which require the approval of Landlord as hereinabove provided shall have been so approved by Landlord;

(c) Such Work shall not, and, if an Architect has been engaged for such Work, the Architect shall certify to Landlord that such construction shall not, impair the structural strength of any component of the Facility or overburden the electrical, water, plumbing, HVAC or other building systems of any such component or otherwise violate applicable building codes or prudent industry practices;

(d) If an Architect has been engaged for such Work and if plans and specifications have been obtained in connection with such Work, the Architect shall certify to Landlord that the plans and specifications conform to, and comply with, in all material respects all applicable building, subdivision and zoning codes, laws, ordinances and regulations imposed by all governmental authorities having jurisdiction over the Leased Property;

(e) During and following completion of such Work, the parking and other amenities which are located on or at the Leased Property shall remain adequate for the operation of the Facility for its Primary Intended Use and not be less than that which is required by law (including any variances with respect thereto) and any applicable Property Documents; provided, however, with Landlord's prior consent, which approval shall not be unreasonably withheld, conditioned or delayed, and at no additional expense to Landlord, (i) to the extent sufficient additional parking is not already a part of an Alteration or Capital Improvement, Tenant may construct additional parking on or at the Leased Property; or (ii) Tenant may acquire off-site parking to serve the Leased Property as long as such parking shall be reasonably proximate to, and dedicated to, or otherwise made available to serve, the Leased Property;

(f) All Work done in connection with such construction shall be done promptly and using materials and resulting in work that is at least as good product and condition as the remaining areas of the Leased Property and in conformity with all Legal Requirements, including, without limitation, any applicable minority or women owned business requirement; and

(g) If applicable in accordance with customary and prudent industry standards, promptly following the completion of such Work, Tenant shall deliver to Landlord “as built” plans and specifications with respect thereto, certified as accurate by the licensed architect or engineer selected by Tenant to supervise such work, and copies of any new or revised certificates of occupancy or other licenses, permits and authorizations required in connection therewith. In addition, with respect to any Alteration or Capital Improvement having a budgeted cost equal to or less than Five Million and No/100 Dollars (\$5,000,000.00), Tenant shall endeavor in good faith to (and upon Landlord’s request will) deliver to Landlord any “as-built” plans and specifications actually obtained by Tenant in connection with such Alteration or Capital Improvement.

#### **10.4 Landlord’s Right of First Offer to Fund Material Capital Improvements.**

(a) Landlord’s Right to Submit Landlord’s MCI Financing Proposal. In advance of commencing any Work in connection with any Material Capital Improvement (provided, for purposes of clarification, that preliminary planning, designing, budgeting, evaluating (including environmental and integrity testing and the like) (collectively, “Preliminary Studies”), permitting and demolishing in preparation for such Material Capital Improvement shall not be considered “commencing” for purposes hereof), Tenant shall provide written notice (“Tenant’s MCI Intent Notice”) of Tenant’s intent to do so, which notice shall be accompanied by (i) a reasonably detailed description of the proposed Material Capital Improvement, (ii) the then-projected cost of construction of the proposed Material Capital Improvement, (iii) copies of the plans and specifications, permits, licenses, contracts and Preliminary Studies concerning the proposed Material Capital Improvement, to the extent then-available, (iv) reasonable evidence that such proposed Material Capital Improvement will, upon completion, comply with all applicable Legal Requirements, and (v) reasonably detailed information regarding the terms upon which Tenant is considering seeking financing therefor, if any. To the extent in Tenant’s possession or control, Tenant shall provide to Landlord any additional information about such proposed Material Capital Improvements which Landlord may reasonably request. Landlord (or, with respect to financing structured as a loan rather than as ownership of the real property by Landlord with a lease back to Tenant, Landlord’s Affiliate) may, but shall be under no obligation to, provide all or any portion of the financing necessary to fund the applicable Material Capital Improvement (along with related fees and expenses, such as title fees, costs of permits, legal fees and other similar transaction costs) by complying with the option exercise requirements set forth below. Within thirty (30) days of receipt of Tenant’s MCI Intent Notice, Landlord shall notify Tenant in writing as to whether Landlord (or, if applicable, its Affiliate) is willing to provide financing for such proposed Material Capital Improvement and, if so, the terms and conditions upon which Landlord (or, if applicable, its Affiliate) is willing to do so in reasonable detail, in the form of a proposed term sheet (such terms and conditions, “Landlord’s MCI Financing Proposal”). Upon receipt, Tenant shall have ten (10) days to accept, reject or commence negotiating Landlord’s MCI Financing Proposal.

(b) If Tenant Accepts Landlord’s MCI Financing Proposal. If Tenant accepts Landlord’s MCI Financing Proposal (either initially or, after negotiation, a modified version thereof) (an “Accepted MCI Financing Proposal”) and such financing is actually consummated between Tenant and Landlord (or, if applicable, its Affiliate) as more particularly provided in Section 10.4(f) below (a “Landlord MCI Financing”), then, as and when constructed, such Material Capital Improvement shall be deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b) hereof (and, without limitation, such Material Capital Improvements shall be surrendered to (and all rights therein shall be relinquished in favor of) Landlord upon the Expiration Date).



(c) *If Landlord Declines to Make Landlord's MCI Financing Proposal.* If Landlord declines or fails to timely submit Landlord's MCI Financing Proposal, Tenant shall be permitted to either (1) use then-existing available financing or, subject to Article XVII, enter into financing arrangements with any lender, preferred equity holder and/or other third-party financing source (a "Third-Party MCI Financing") for such Material Capital Improvement or (2) use Cash to pay for such Material Capital Improvement, *provided*, that if Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following delivery of Tenant's MCI Intent Notice, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement, Tenant shall again be required to send Tenant's MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4).

(d) *If Tenant Declines Landlord's MCI Financing Proposal.* If Landlord timely submits Landlord's MCI Financing Proposal and Tenant rejects or fails to accept or commence negotiating Landlord's MCI Financing Proposal within the applicable 10-day period (or, following commencing negotiating said proposal, Tenant notifies Landlord of Tenant's decision to cease such discussions), then, subject to the remaining terms of this paragraph, Tenant shall be permitted to either (1) use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement (subject to the following proviso) or (2) use Cash to pay for such Material Capital Improvement, *provided*, that Tenant may not use then-existing, or enter into a new, Third-Party MCI Financing, except in each case on terms that are, taken as a whole, economically more advantageous to Tenant than those offered under Landlord's MCI Financing Proposal. In determining if financing is economically more advantageous, consideration may be given to, among other items, (x) pricing, amortization, length of term and duration of commitment period of such financing; (y) the cost, availability and terms of any financing sufficient to fund such Material Capital Improvement and other expenditures which are material in relation to the cost of such Material Capital Improvement (if any) which are intended to be funded in connection with the construction of such Material Capital Improvement and which are related to the use and operation of such Material Capital Improvement and (z) other customary considerations. Tenant shall provide Landlord with reasonable evidence of the terms of any such financing. If Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following receipt of Landlord's MCI Financing Proposal, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement after such nine (9) month period, Tenant shall again be required to send Tenant's MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4). For purposes of clarification, Tenant may use Cash to finance any applicable Material Capital Improvement (subject to the express terms and conditions hereof, including, without limitation, Tenant's obligation to provide Tenant's MCI Intent Notice).

(e) Ownership of Material Capital Improvements Not Financed by Landlord. If Tenant constructs a Material Capital Improvement utilizing Third-Party MCI Financing or Cash in accordance with Sections 10.4(c) or (d) (such Material Capital Improvement being sometimes referred to in this Lease as a “Tenant Material Capital Improvement”), then, (A) as and when constructed, such Material Capital Improvement shall be owned by Landlord and deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b) hereof, (B) upon any termination of this Lease prior to the Stated Expiration Date as a result of a Tenant Event of Default (except in the event a Permitted Leasehold Mortgagee has exercised its right to obtain a New Lease and complies in all respects with Section 17.1(f) and any other applicable provisions of this Lease), such Material Capital Improvements shall be owned by Landlord without any reimbursement by Landlord to Tenant, and, (C) if a foreclosure occurs with respect to any Fee Mortgage (including any mezzanine financing obtained by Affiliates of Landlord that is secured by the direct or indirect equity interests in Landlord) that results in the Fee Mortgagee thereunder (or its assignee or designee) becoming Landlord hereunder or obtaining ownership of all of the direct or indirect equity interests in Landlord, then, upon the Stated Expiration Date, such Material Capital Improvements shall be surrendered to (and all rights therein shall be relinquished in favor of) Landlord without any obligation to reimburse Tenant as set forth in this Section 10.4(e), and, (D) except in the circumstances described in the foregoing clause (C), upon the Stated Expiration Date, such Material Capital Improvements shall be transferred to Tenant; provided, however, upon written notice to Tenant at least one hundred eighty (180) days prior to the Stated Expiration Date, Landlord shall have the option to reimburse Tenant for such Tenant Material Capital Improvements in an amount equal to the Fair Market Ownership Value thereof, and, if Landlord elects to reimburse Tenant for such Tenant Material Capital Improvements, any amount due to Tenant for such reimbursement shall be credited against any amounts owed by Tenant to Landlord under this Lease as of the Stated Expiration Date and any remaining portion of such amount shall be paid by Landlord to Tenant on the Stated Expiration Date. If Landlord fails to deliver such written notice electing to reimburse Tenant for such Tenant Material Capital Improvements at least one hundred eighty (180) days prior to the Stated Expiration Date, or otherwise does not consummate such reimbursement at least sixty (60) days prior to the Stated Expiration Date (other than as a result of Tenant’s acts or omissions in violation of this Lease), then Landlord shall be deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements. If Landlord elects or is deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements in accordance with the foregoing sentence, Tenant shall have the option to either (1) prior to the Stated Expiration Date, remove such Tenant Material Capital Improvements and restore the affected Leased Property to the same or better condition existing prior to such Tenant Material Capital Improvement being constructed, at Tenant’s sole cost and expense, in which event such removed Tenant Material Capital Improvements shall be owned by Tenant (except, however, if a foreclosure occurs with respect to any Fee Mortgage (including any mezzanine financing obtained by Affiliates of Landlord that is secured by the direct or indirect equity interests in Landlord) that results in the Fee Mortgagee thereunder (or its assignee or designee) becoming Landlord hereunder or obtaining ownership of all of the direct or indirect equity interests in Landlord, then Tenant shall have no such right to remove the Tenant Material Capital Improvements, and the following clause (2) shall apply), or (2) leave the applicable Tenant Material Capital Improvements at the Leased Property at the Stated Expiration Date, at no cost to Landlord, in which event such Tenant Material Capital Improvements shall be owned by Landlord.

(f) Landlord MCI Financing. In the event of an Accepted MCI Financing Proposal, Tenant shall provide Landlord with the following prior to any advance of funds under such Landlord MCI Financing:

(i) any information, certificates, licenses, permits or documents reasonably requested by Landlord which are necessary and obtainable to confirm that Tenant will be able to use the Material Capital Improvements upon completion thereof in accordance with the Primary Intended Use, including all required federal, state or local government licenses and approvals;

(ii) an officer's certificate and, if requested, a certificate from Tenant's Architect providing appropriate backup information, setting forth in reasonable detail the projected or actual costs related to such Material Capital Improvements;

(iii) except to the extent covered by the amendment referenced in clause (iv) below, a construction loan and/or funding agreement (and such other related instruments and agreements), in a form reasonably agreed to by Landlord and Tenant, reflecting the terms of the Landlord MCI Financing, setting forth the terms of the Accepted MCI Financing Proposal, and without additional requirements on Tenant (including, without limitation, additional bonding or guaranty requirements) except those which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal;

(iv) except to the extent covered by the construction loan and/or funding agreement referenced in clause (iii) above, an amendment to this Lease, in a form reasonably agreed to by Landlord and Tenant, which may include, among other things, an increase in the Rent (in amounts as agreed upon by the Parties pursuant to the Accepted MCI Financing Proposal), and other provisions as may be necessary or appropriate;

(v) a deed conveying title to Landlord to any additional Land acquired for the purpose of constructing the Material Capital Improvement, free and clear of any liens or encumbrances except those approved by Landlord, and accompanied by (x) an owner's policy of title insurance insuring the Fair Market Ownership Value of fee simple or leasehold (as applicable) title to such Land and any improvements thereon, free of any exceptions other than liens and encumbrances that do not materially interfere with the intended use of the Leased Property or are otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (y) an ALTA survey thereof;

(vi) if Landlord obtains a lender's policy of title insurance in connection with such Landlord MCI Financing, for each advance, endorsements to any such policy of title insurance reasonably satisfactory in form and substance to Landlord (i) updating the same without any additional exception except those that do not materially affect the value of such land and do not interfere with the intended use of the Leased Property, or as may otherwise be permitted under this Lease, or as may be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) increasing the coverage thereof by an amount equal to the then-advanced cost of the Material Capital Improvement; and

(vii) such other billing statements, invoices, certificates, endorsements, opinions, site assessments, surveys, resolutions, ratifications, lien releases and waivers and other instruments and information which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal.

In the event that (1) Tenant is unable, for reasons beyond Tenant's reasonable control, to satisfy any of the requirements set forth in this Section 10.4(f) (and Landlord is unable or unwilling to waive the same), (2) Landlord and Tenant are unable (despite good faith efforts continuing for at least sixty (60) days after agreement on the Accepted MCI Financing Proposal) to agree on any of the requirements of, or the form of any document required under, this Section 10.4(f), or (3) Landlord fails or refuses to consummate the Landlord MCI Financing and/or advance funds thereunder, then, notwithstanding anything to the contrary in this Section 10.4, Tenant shall be entitled to use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement or use Cash to pay for such Material Capital Improvement, without any requirement to send a further Tenant's MCI Intent Notice to Landlord, provided, that such Material Capital Improvement shall be treated hereunder as a Tenant Material Capital Improvement, unless the circumstances described in clause (1) shall have occurred.

#### **10.5 Minimum Capital Expenditures.**

(a) Minimum Capital Expenditures.

(i) Intentionally omitted.

(ii) Annual Minimum Per-Lease B&I Cap Ex Requirement. During each full Fiscal Year during the Term, commencing upon the first (1st) full Fiscal Year during the Term, measured as of the last day of each such Fiscal Year, Tenant shall expend Capital Expenditures with respect to the Leased Property in an aggregate amount equal to at least one percent (1%) of the Net Revenue from the Facility for the prior Fiscal Year, on Capital Expenditures that constitute installation or restoration and repair or other improvements of items with respect to the Leased Property under this Lease (the "Annual Minimum Per-Lease B&I Cap Ex Requirement"). In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise), except for a cancellation or termination due to Landlord's failure to extend the term thereof where Landlord was required to do so hereunder, prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, for purposes of calculating the amount of Net Revenue from the Facility for determining the Annual Minimum Per-Lease B&I Cap Ex Requirement, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease for the Lease Year immediately prior to such expiration, cancellation or termination of such Ground Lease thereafter shall continue to be included in the calculation of Net Revenue (except to the extent such Ground Lease is replaced by a replacement Ground Lease for all or substantially all of such portion of the Leased Property).

(iii) Intentionally Omitted.

(iv) Triennial Minimum Cap Ex Requirement B. During each full Triennial Period during the Term, commencing upon the first (1st) full Triennial Period during the Term, measured as of the last day of each such Triennial Period, Tenant shall expend Capital Expenditures in an aggregate amount equal to no less than the greater of (a) the amount which, when added to the amount of Other Capital Expenditures expended by the Other Tenants toward the Triennial Minimum Cap Ex Requirement B (as defined in the Other Leases) during the same time period, equals the Triennial Minimum Cap Ex Amount B, but in no event more than the Triennial Allocated Minimum Cap Ex Amount B Ceiling, and (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (the "Triennial Minimum Cap Ex Requirement B").

(v) Partial Periods. If the initial or final portion of the Term of this Lease is a partial calendar year (i.e., the Commencement Date of this Lease is other than January 1 or the Expiration Date is other than December 31, as applicable; any such partial calendar year, a "Stub Period"), then the Triennial Minimum Cap Ex Amount B shall be adjusted as follows: (a) the initial (or final, as applicable) Triennial Period under this Lease shall be expanded so that it covers both the Stub Period and the first (1st) (or final, as applicable) full period of three calendar years during the Term, (b) the Triennial Minimum Cap Ex Amount B for such expanded initial (or final, as applicable) Triennial Cap Ex Calculation Period shall be equal to (x) Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), plus (y) the product of the Stub Period Multiplier multiplied by One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00), and (c) the Triennial Allocated Minimum Cap Ex Amount B Floor for such expanded initial (or final, as applicable) Triennial Period shall remain unchanged from the amounts then in effect. Notwithstanding the foregoing, in the event that the Triennial Minimum Cap Ex Amount B is reduced in accordance with the definition thereof, then (1) the Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) in the foregoing clause (b)(x) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect at the time of determination and (2) the One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00) in the foregoing clause (b)(y) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect divided by three (3). The term "Stub Period Multiplier" means a fraction, expressed as a percentage, the numerator of which is the number of days occurring in a Stub Period, and the denominator of which is three hundred sixty-five (365). For the avoidance of doubt, if the Expiration Date of this Lease is other than the last day of a Fiscal Year, then Tenant's compliance with each of the Minimum Cap Ex Requirements during the applicable periods preceding such Expiration Date that would otherwise end after such Expiration Date shall be measured as of such Expiration Date and be subject to the prorations set forth above.

(vi) Acquisitions of Material Property. If any real property having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00) is acquired by Landlord or its Affiliate and included in this Lease or an Other Lease as part of the Leased Property or Other Leased Property (as applicable), then the Minimum Cap Ex Requirements shall be adjusted as may be agreed upon by Landlord and Tenant in connection with such acquisition and the inclusion of such property as Leased Property or Other Leased Property hereunder or thereunder.

(vii) Dispositions of Material Property. In the event of a termination of this Lease or partial or total termination of an Other Lease or the disposition of any Material Leased Property or Material London/Chester Property, in each case for which the Minimum Cap Ex Amounts are to be decreased in accordance herewith, and such termination or disposition occurs

on any day other than the first (1st) day of a Fiscal Year, then, for purposes of determining Required Capital Expenditures and adjusting the Minimum Cap Ex Requirements, as applicable, such termination or disposition and the associated reduction in the Minimum Cap Ex Requirements each shall be deemed to have occurred on the first (1st) day of the then-current Fiscal Year, such that Capital Expenditures with respect to the applicable terminated or disposed property shall not be counted toward the calculation of Required Capital Expenditures for such entire Fiscal Year, and the Minimum Cap Ex Requirements shall be adjusted (as applicable) to reflect such termination or disposition as applicable and the associated reduction in the Minimum Cap Ex Requirements for such entire Fiscal Year.

(viii) Application of Capital Expenditures. For the avoidance of doubt: (A) Required Capital Expenditures counted toward satisfying one of the Minimum Cap Ex Requirements also shall count (to the extent applicable) toward satisfying the other Minimum Cap Ex Requirements to the extent otherwise provided herein; (B) expenditures with respect to any property that is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests; (C) expenditures with respect to any property acquired by CEOC or its subsidiaries after the Commencement Date which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests, and (D) expenditures with respect to any property (other than the London/Chester Properties) which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures".

(ix) Unavoidable Delays. In the event an Unavoidable Delay occurs during any full Fiscal Year or full Triennial Period during the Term that delays Tenant's ability to perform Capital Expenditures prior to the expiration of such period, the applicable period for satisfying the Minimum Cap Ex Requirements applicable to such Fiscal Year or Triennial Period (as applicable) during which such Unavoidable Delay occurred shall be extended, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform the Capital Expenditures, up to a maximum extension in each instance of one (1) Fiscal Year (for the Annual Minimum Per-Lease B&I Cap Ex Requirement) or one (1) Triennial Period (for the Triennial Minimum Cap Ex Requirement B). For the avoidance of doubt, Tenant's obligation to satisfy the Minimum Cap Ex Requirements during any period during which an Unavoidable Delay did not occur shall not be extended as a result of the occurrence of an Unavoidable Delay during a prior period.

(x) Certain Remedies. The Parties acknowledge that Tenant's agreement to satisfy the Minimum Cap Ex Requirements as required in this Lease is a material inducement to Landlord's agreement to enter into this Lease, the MLSA and the other Lease/MLSA Related Agreements and, accordingly, if Tenant fails to expend Capital Expenditures (or deposit funds into the Cap Ex Reserve) as and when required by this Lease and then, further, fails to cure such failure within sixty (60) days of receipt of written notice of such failure from Landlord, then the same shall be a Tenant Event of Default hereunder, and without limitation of any of Landlord's other rights and remedies, Landlord shall have the right to seek the remedy of specific performance to require Tenant to expend the Required Capital Expenditures (or deposit funds

into the Cap Ex Reserve). Furthermore, for the avoidance of doubt, and without limitation of Guarantor's obligations under the MLSA (and as more particularly provided therein), Tenant acknowledges and agrees that the obligation of Tenant to expend the Required Capital Expenditures (or deposit funds into the Cap Ex Reserve) as provided in this Lease in each case constitutes a part of the monetary obligations of Tenant that are guaranteed by the Guarantor under the MLSA and, with respect to Required Capital Expenditures required to be spent during the Term, shall survive termination of this Lease.

(b) Cap Ex Reserve.

(i) Deposits in Lieu of Expenditures. Notwithstanding anything to the contrary set forth in this Lease, if Tenant and Other Tenants do not expend Capital Expenditures and Other Capital Expenditures sufficient to satisfy the Minimum Cap Ex Requirements, then, so long as, as of the last date when such Minimum Cap Ex Requirements may be satisfied hereunder, there are Cap Ex Reserve Funds (as defined below) and Cap Ex Reserve Funds (as defined in each Other Lease) on deposit in the Cap Ex Reserve (as defined below) or in the Cap Ex Reserve (as defined in each Other Lease) in an aggregate amount at least equal to such deficiency, then Tenant shall not be deemed to be in breach or default of its obligations hereunder to satisfy the Minimum Cap Ex Requirements, provided that Tenant (or Other Tenants, as applicable), shall spend such amounts so deposited in the Cap Ex Reserve (as defined herein or in an Other Lease, as applicable) within six (6) months after the last date when the Minimum Cap Ex Requirements to which such amounts relate may be satisfied hereunder (subject to extension in the event of an Unavoidable Delay during such six (6) month period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform the Capital Expenditures). For the avoidance of doubt, any funds disbursed from the Cap Ex Reserve and spent on Capital Expenditures as described in this Section shall be applied to the Minimum Cap Ex Requirements for the period for which such funds were deposited (and shall be deemed to be the funds that have been in the Cap Ex Reserve for the longest period of time) and shall not be applied to the Minimum Cap Ex Requirements for the subsequent period in which they are actually spent.

(ii) Deposits into Cap Ex Reserve. Tenant may, at its election, at any time, deposit funds (the "Cap Ex Reserve Funds") into an Eligible Account held by Tenant (the "Cap Ex Reserve"). If required by Fee Mortgagee, Landlord and Tenant shall (and, if applicable, Tenant shall cause Manager to) enter into a customary and reasonable control agreement for the benefit of Fee Mortgagee and Landlord with respect to the Cap Ex Reserve. Tenant shall not commingle Cap Ex Reserve Funds with other monies held by Tenant or any other party. All interest on Cap Ex Reserve Funds shall be for the benefit of Tenant and added to and become a part of the Cap Ex Reserve and shall be disbursed in the same manner as other monies deposited in the Cap Ex Reserve. Tenant shall be responsible for payment of any federal, state or local income or other tax applicable to the interest earned on the Cap Ex Reserve Funds credited or paid to Tenant.

(iii) Disbursements from Cap Ex Reserve. Tenant shall be entitled to use Cap Ex Reserve Funds solely for the purpose of paying for (or reimbursing Tenant for) the cost of Capital Expenditures. Subject to compliance by Tenant with the provisions of the Fee Mortgage Documents to the extent Tenant is required to comply therewith pursuant to Article

XXXI hereof, Landlord shall permit disbursements to Tenant of Cap Ex Reserve Funds from the Cap Ex Reserve to pay for Capital Expenditures or to reimburse Tenant for Capital Expenditures, within ten (10) days following written request from Tenant, which request shall specify the amount of the requested disbursement and a general description of the type of Capital Expenditures to be paid or reimbursed using such Cap Ex Reserve Funds. Tenant shall not make a request for disbursement from the Cap Ex Reserve (x) more frequently than once in any calendar month nor (y) in amounts less than Fifty Thousand and No/100 Dollars (\$50,000.00). Any Cap Ex Reserve Funds remaining in the Cap Ex Reserve on satisfaction of the Minimum Cap Ex Requirements for which such Cap Ex Reserve Funds were deposited or on the Expiration Date shall be returned by Landlord to Tenant, provided that Landlord shall have the right to apply Cap Ex Reserve Funds remaining on the Expiration Date against any amounts owed by Tenant to Landlord as of the Expiration Date and/or the sum of any remaining Required Capital Expenditures required to have been incurred prior to the Expiration Date.

(iv) Security Interest in Cap Ex Reserve Funds. Tenant grants to Landlord a first-priority security interest in the Cap Ex Reserve and all Cap Ex Reserve Funds, as additional security for performance of Tenant's obligations under this Lease. Landlord shall have the right to collaterally assign the security interest granted to Landlord in the Cap Ex Reserve and Cap Ex Reserve Funds to any Fee Mortgagee. Notwithstanding the foregoing or anything herein to the contrary, (i) Landlord may not foreclose upon the lien on the Cap Ex Reserve and Cap Ex Reserve Funds, and Fee Mortgagee may not apply the Cap Ex Reserve Funds against the Fee Mortgage, in each case prior to the occurrence of both (x) Landlord's Enforcement Condition and (y) the termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, (ii) any time during which a Tenant Event of Default is continuing, Fee Mortgagee may apply Cap Ex Reserve Funds toward the payment of Capital Expenditures incurred by Tenant, and (iii) Landlord shall have the right to use Cap Ex Reserve Funds as provided in Section 10.5(g) (in which event, such expenditures of Cap Ex Reserve Funds shall be deemed Capital Expenditures of Tenant for purposes of the Required Capital Expenditures). Landlord acknowledges that a Permitted Leasehold Mortgagee may have a Lien on the Cap Ex Reserve, provided that such Lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first priority lien thereon in favor of Landlord as set forth in the Intercreditor Agreement.

(c) Capital Expenditures Report. Within thirty (30) days after the end of each calendar month during the Term, Tenant shall submit to Landlord a report, substantially in the form attached hereto as Exhibit C setting forth, with respect to such month, on an unaudited, Facility-by-Facility basis, (A) revenues for the Leased Property and the Other Leased Property, (B) Capital Expenditures with respect to the Leased Property, (C) Other Capital Expenditures with respect to the Other Leased Property, and (D) aggregate Services Co Capital Expenditures on a year-to-date basis and the portion thereof allocated to Tenant and its subsidiaries (and a description of the methodology by which such allocation was made). Landlord shall keep each such report confidential in accordance with Section 41.22 of this Lease.

(d) Annual Capital Budget. Tenant shall furnish to Landlord, for informational purposes only, a copy of the annual capital budget for the Facility for each Fiscal Year, in each case (x) contemporaneously with Other Tenant's delivery to the applicable landlord of the applicable annual capital budget for such Fiscal Year pursuant to the Other Lease, and (y) not



later than fifty-five (55) days following the commencement of the Fiscal Year to which such annual capital budget relates. For the avoidance of doubt, without limitation of Tenant's Capital Expenditure requirements pursuant to Section 10.5(a), Tenant shall not be required to comply with such annual capital budget and it shall not be a breach or default by Tenant hereunder in the event Tenant deviates from such annual capital budget.

(e) Self Help. In order to facilitate Landlord's completion of any work, repairs or restoration of any nature that are required to be performed by Tenant in accordance with any provisions hereof, upon the occurrence of the earlier of (i) an Event of Default by Tenant hereunder and (ii) any default by Tenant in the performance of such work under this Lease or as required by any applicable Additional Fee Mortgage Requirement, then, so long as (x) Landlord has provided Tenant thirty (30) days' prior written notice thereof and Tenant has not cured such default within such thirty day period) and (y) an "Event of Default" has occurred under the Fee Mortgage Documents, Landlord shall have the right, from and after the occurrence of a default beyond applicable notice and cure periods under any applicable Fee Mortgage Documents, to enter onto the Leased Property and perform any and all such work and labor necessary as reasonably determined by Landlord to complete any work required by Tenant hereunder or expend any sums therefor and/or employ watchmen to protect the Leased Property from damage (collectively, the "Landlord Work"). In connection with the foregoing, Landlord shall have the right: (i) to use any funds in the FF&E Reserve or Cap Ex Reserve (as applicable) for the purpose of making or completing such Landlord Work; (ii) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for such purposes; (iii) to pay, settle or compromise all existing bills and claims which are or may become Liens against the Leased Property, or as may be necessary or desirable for the completion of such Landlord Work, or for clearance of title; (iv) to execute all applications and certificates in the name of Tenant which may be required by any of the contract documents; (v) to prosecute and defend all actions or proceedings in connection with the Leased Property or the rehabilitation and repair of the Leased Property; and (vi) to do any and every act which Tenant might do in its own behalf to complete the Landlord Work. Nothing in this Lease shall: (1) make Landlord responsible for making or completing any Landlord Work; (2) require Landlord to expend funds in addition to the FF&E Reserve or Cap Ex Reserve (as applicable) to make or complete any Landlord Work; (3) obligate Landlord to proceed with any Landlord Work; or (4) obligate Landlord to demand from Tenant additional sums to make or complete any Landlord Work.

## ARTICLE XI

### LIENS

Subject to the provisions of Article XII relating to permitted contests, Tenant will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any portion thereof or any attachment, levy, claim or encumbrance in respect of the Rent, excluding, however, (i) this Lease; (ii) the matters that existed as of the Commencement Date with respect to the Leased Property or any portion thereof; (iii) restrictions, liens and other encumbrances which are consented to in writing by Landlord (such consent not to be unreasonably withheld, conditioned or delayed); (iv) liens for Impositions which Tenant is not required to pay hereunder (if any); (v) Subleases permitted by Article XXII and any other lien or

encumbrance expressly permitted under the provisions of this Lease; (vi) liens for Impositions not yet delinquent or being contested in accordance with Article XII, provided that Tenant has provided appropriate reserves to the extent required under GAAP and any foreclosure or similar remedies with respect to such Impositions have not been instituted and no notice as to the institution or commencement thereof has been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (vii) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed under any related contract for more than sixty (60) days after the completion of the action giving rise to such lien unless being contested in accordance with Article XII and such reserve or other appropriate provisions as shall be required by law or GAAP shall have been made therefor and no foreclosure or similar remedies with respect to such liens has been instituted and no notice as to the institution or commencement thereof have been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (2) any such liens are in the process of being contested as permitted by Article XII; or (3) in the event any foreclosure action is commenced under any such lien, Tenant shall immediately remove, discharge or bond over such lien; (viii) any liens created by Landlord; (ix) liens related to equipment leases or equipment financing for Tenant's Property which are used or useful in Tenant's business on the Leased Property or any portion thereof, provided that the payment of any sums due under such equipment leases or equipment financing shall either (1) be paid as and when due in accordance with the terms thereof, or (2) be in the process of being contested as permitted by Article XII (and provided that a lienholder's removal of any such Tenant's Property from the Leased Property shall be subject to all applicable provisions of this Lease, and, without limitation, Tenant or such lienholder shall restore the Leased Property from any damage effected by such removal); (x) liens granted as security for the obligations of Tenant and its Affiliates under a Permitted Leasehold Mortgage (and the documents relating thereto); provided, however, in no event shall the foregoing be deemed or construed to permit Tenant to encumber the Leasehold Estate (or a Subtenant to encumber its subleasehold interest) in the Leased Property or any portion thereof (other than, in each case, to a Permitted Leasehold Mortgagee or otherwise to the extent expressly permitted hereunder), without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion; and provided further that upon request Tenant shall be required to provide Landlord with fully executed copies of any and all Permitted Leasehold Mortgages; and (xi) except as otherwise expressly provided in this Lease, easements, rights-of-way, restrictions (including zoning restrictions), covenants, encroachments, protrusions and other similar charges or encumbrances, and minor title deficiencies on or with respect to the Leased Property or any portion thereof, in each case whether now or hereafter in existence, not individually or in the aggregate materially interfering with the conduct of the business on the Leased Property for the Primary Intended Use, taken as a whole. For the avoidance of doubt, nothing contained herein shall be deemed or construed to prohibit the issuance of a lien on the Equity Interests in Tenant (it being agreed that any foreclosure by a lien holder on such interests in Tenant shall be subject to the restrictions on transfers of interests in Tenant and Change of Control set forth in Article XXII) or to prohibit Tenant from pledging (A) its Tenant's Property as collateral (1) in connection with financings of equipment and other purchase money indebtedness or (2) to secure Permitted Leasehold Mortgages, or (B) its Accounts and other property of Tenant (other than Tenant's Property); provided that, (x) all such pledges (other than those described in the foregoing clause (1)) of Tenant's Pledged Property

shall be subject and subordinate to the security interest granted to Landlord pursuant to Section 6.3, and (y) Tenant shall in no event pledge to any Person that is not granted a Permitted Leasehold Mortgage hereunder any of Tenant's Property to the extent that such Tenant's Property cannot be removed from the Leased Property without (I) damaging or impairing the Leased Property (other than in a de minimis manner), (II) impairing in any material respect the operation of the Facility for its Primary Intended Use, or (III) impairing in any material respect Landlord's or any Successor Tenant's ability to acquire the Successor Assets at the expiration or termination of the Term in accordance with Section 36.1 (after giving effect to the repayment of any indebtedness encumbering the Successor Assets and release of any liens thereon as required by such Section 36.1).

## ARTICLE XII

### PERMITTED CONTESTS

Tenant, upon prior written notice to Landlord (except that no such notice shall be required to be given by Tenant to Landlord with respect to matters not exceeding Five Million and No/100 Dollars (\$5,000,000.00)), on its own or in Landlord's name, at Tenant's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any licensure or certification decision (including pursuant to any Gaming Regulation), imposition of any disciplinary action, including both monetary and nonmonetary, pursuant to any Gaming Regulation, Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim; provided, that (i) in the case of an unpaid Imposition, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Landlord and from the Leased Property; (ii) neither the Leased Property or any portion thereof, the Rent therefrom nor any part or interest in either thereof would be in any danger of being sold, forfeited, attached or lost pending the outcome of such proceedings; (iii) in the case of a Legal Requirement, neither Landlord nor Tenant would be in any imminent danger of criminal or material civil liability for failure to comply therewith pending the outcome of such proceedings; (iv) in the case of a Legal Requirement, Imposition, lien, encumbrance or charge, Tenant shall deliver to Landlord security in the form of cash, cash equivalents or a Letter of Credit, if and as may be reasonably required by Landlord to insure ultimate payment of the same and to prevent any sale or forfeiture of the Leased Property or any portion thereof or the Rent by reason of such non-payment or noncompliance; (v) in the case of an Insurance Requirement, the coverage required by Article XIII shall be maintained; (vi) upon Landlord's request, Tenant shall keep Landlord reasonably informed as to the status of the proceedings; and (vii) if such contest be finally resolved against Landlord or Tenant, Tenant shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Landlord, at Tenant's expense, shall execute and deliver to Tenant such authorizations and other documents as may reasonably be required in any such contest, and, if reasonably requested by Tenant or if Landlord so desires, Landlord shall join as a party therein. The provisions of this Article XII shall not be construed to permit Tenant to contest the payment of Rent or any other amount (other than Impositions or Additional Charges contested in accordance herewith) payable by Tenant to Landlord hereunder. Tenant shall indemnify, defend, protect and save Landlord harmless from and against any liability, cost or expense of any kind that may be imposed upon Landlord in connection with any such contest and any loss resulting therefrom, except to the extent resulting from actions independently taken by Landlord (other than actions taken by Landlord at Tenant's direction or with Tenant's consent).

## ARTICLE XIII

### INSURANCE

**13.1 General Insurance Requirements.** During the Term, Tenant shall, at its own cost and expense, maintain the minimum kinds and amounts of insurance described below. Such insurance shall apply to the ownership, maintenance, use and operations related to the Leased Property and all property located in or on the Leased Property (including Capital Improvements and Tenant's Property). Except for policies insured by Tenant's captive insurers, all policies shall be written with insurers authorized to do business in all states where Tenant operates and shall maintain A.M Best ratings of not less than "A-" "X" or better in the most recent version of Best's Key Rating Guide. In the event that any of the insurance companies' ratings fall below the requirements set forth above, Tenant shall have one hundred eighty (180) days within which to replace such insurance company with an insurance company that qualifies under the requirements set forth above. It is understood that Tenant may utilize so called Surplus lines companies and will adhere to the standard above.

(a) Property Insurance.

(i) Property insurance shall be maintained on the Leased Property, Capital Improvements and Tenant's Property against loss or damage under a policy with coverage not less than that found on Insurance Services Office (ISO) "Causes of Loss – Special Form" and ISO "Building and Personal Property Form" or their equivalent forms (e.g., an "all risk" policy), in a manner consistent with the commercially reasonable practices of similarly situated companies engaged in the same or similar businesses operating in the same or similar locations. Such property insurance policy shall be in an amount not less than the then current Maximum Foreseeable Loss (as defined below); provided, that Tenant shall have the right (i) to limit maximum insurance coverage for loss or damage by earthquake (including earth movement) to a minimum amount of the projected ground up loss with a 500-year return period (as determined annually by an independent firm using RMS catastrophe modeling software or equivalent, and taking into account all locations insured under Tenant's property insurance, including other locations owned, leased or managed by Tenant), and (ii) to limit maximum insurance coverage for loss or damage by named windstorms per occurrence to a minimum amount of the projected ground up loss (including storm surge) with a 500-year return period (as determined annually by an independent firm using RMS catastrophe software or equivalent, and taking into account all locations insured under Tenant's property insurance, including other locations owned, leased or managed by Tenant); (iii) to limit maximum insurance coverage for loss or damage by flood to a minimum amount of Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), to the extent commercially available; provided, further, that in the event the premium cost of any earthquake, flood, named windstorm or terrorism peril (as required by Section 13.1(b)) coverages are available only for a premium that is more than two and one-half (2.5) times the premium paid by Tenant for the third (3rd) year preceding the date of determination for the insurance policy contemplated by this Section 13.1(a), then Tenant shall be entitled and required to purchase the maximum amount of insurance coverage it reasonably deems

most efficient and prudent to purchase for such peril and Tenant shall not be required to spend additional funds to purchase additional coverages insuring against such risks; and provided, further, that certain property coverages other than earthquake, flood and named windstorm may be sub-limited as long as each sub-limit is commercially reasonable and prudent as determined by Tenant and to the extent that the amount of such sub-limit is less than the amount of such sub-limit in effect as of the Commencement Date, such sub-limit is approved by Landlord, such approval not to be unreasonably withheld.

The term “Maximum Foreseeable Loss” shall mean the largest monetary loss within one area that may be expected to result from a single fire with protection impaired, the control of the fire mainly dependent on physical barriers or separations and a delayed manual firefighting by public and/or private fire brigades, as determined by a written report from an independent firm engaged by Tenant. If Landlord reasonably believes that the Maximum Foreseeable Loss has increased at any time during the Term, it shall have the right (unless Tenant and Landlord agree otherwise) to have such Maximum Foreseeable Loss predetermined by an impartial national insurance company reasonably acceptable to both parties (the “Impartial Appraiser”), or, if the parties cannot agree on an Impartial Appraiser, then by an Expert appointed in accordance with Section 34.2 hereof. The determination of the Impartial Appraiser (or the Expert, as the case may be) shall be final and binding on the parties hereto, and Tenant shall forthwith adjust the amount of the insurance carried pursuant to this Article XIII to the amount so determined by the Impartial Appraiser (or the Expert, as the case may be), subject to the approval of the Facility Mortgagee, as applicable. Each party shall pay one-half (1/2) of the fee, if any, of the Impartial Appraiser. If Landlord pays the Impartial Appraiser, fifty percent (50%) of such costs shall be Additional Charges hereunder and if Tenant pays such Impartial Appraiser, fifty percent (50%) of such costs shall be a credit against the next Rent payment hereunder. If Tenant has undertaken any structural alterations or additions to the Leased Property having a cost or value in excess of Twenty Five Million Dollars (\$25,000,000), Landlord may at Tenant’s expense have the Maximum Foreseeable Loss predetermined at any time after such improvements are made, regardless of when the Maximum Foreseeable Loss was last determined.

(ii) Such property insurance policy shall include, subject to Section 13.1(a)(i) above: (i) agreed amount coverage and/or a waiver of any co-insurance; (ii) building ordinance coverage (ordinance or law) including loss of the undamaged portions, the cost of demolishing undamaged portions, and the increased cost of rebuilding; and also including, but not limited to, any non-conforming structures or uses; (iii) equipment breakdown coverage (boiler and machinery coverage); (iv) debris removal; and (v) business interruption coverage in an amount not less than two (2) years of Rent and containing an Extended Period of Indemnity endorsement for an additional minimum six months period. Subject to Section 13.1(a)(i), the property policy shall cover: wind/windstorm, earthquake/earth movement and flood and any sub-limits applicable to wind (e.g. named storms), earthquake and flood are subject to the approval of the Landlord and Fee Mortgagee. Such policy shall (i) name Landlord as required pursuant to Section 13.2 herein for its interests in the Leased Property and Rent; (ii) name each Fee Mortgagee and Permitted Leasehold Mortgagee as an additional insured, and (iii) include a New York standard mortgagee clause (or its equivalent) in favor of each Fee Mortgagee and Permitted Leasehold Mortgagee. Except as otherwise set forth herein, any property insurance loss adjustment settlement associated with the Leased Property shall require the written consent of Landlord, Tenant, and each Fee Mortgagee (to the extent required under the applicable Fee Mortgage Documents) unless the amount of the loss net of the applicable deductible is less than Fifty Million and No/100 Dollars (\$50,000,000.00) in which event no consent shall be required.

(b) Property Terrorism Insurance. Property Insurance shall be maintained for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and acts of terrorism and sabotage not certified by TRIPRA, with limits no less than Two Billion Five Hundred Million and No/100 Dollars (\$2,500,000,000.00) per occurrence for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and Two Hundred Twenty-Five Million and No/100 Dollars (\$225,000,000.00) for acts of terrorism and sabotage not certified by TRIPRA. Both coverages shall apply to property damage and business interruption. The provisions relating to loss payees, additional insureds and mortgagee clauses set forth in Section 13.1(a) above shall also apply to the coverages required by this Section 13.1(b). If Tenant uses one or more of its captive insurers to provide this insurance coverage, the captive(s) must secure and maintain reinsurance from one or more reinsurers for those amounts which are not insured by the Federal Government, and which are in excess of a commercially reasonable policy deductible. Such reinsurers are subject to the same minimum financial ratings set forth in Section 13.1. In the event TRIPRA is not extended or renewed, Landlord and Tenant shall mutually agree (in accordance with the procedures set forth in Section 13.6) upon replacement insurance requirements applicable to terrorism related risks.

(c) Flood Insurance. With respect to any portion of the Leased Property that is security under a Fee Mortgage, if at any time the area in which such Leased Property is located is designated a "Special Flood Hazard Area" as designated by the Federal Emergency Management Agency (or any successor agency), Tenant shall obtain separate flood insurance through the National Flood Insurance Program. Such flood insurance may be provided as part of Section 13.1(a) Property Insurance above.

(d) Workers Compensation and Employers Liability Insurance. Workers compensation insurance as required by applicable state statutes and Employers Liability.

(e) Commercial General Liability Insurance. For bodily injury, personal injury, advertising injury and property damage on an occurrence form with coverage no less than ISO Form CG 0001 or equivalent. This policy shall include the following coverages: (i) Liquor Liability; (ii) Named Peril/Time Element Pollution, to the extent commercially available to operators of properties similar to the subject Leased Property; (iii) intentionally omitted; (iv) Terrorism Liability; and (v) a Separation of Insureds Clause.

(f) Business Auto Liability Insurance. For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles (ISO Form CA 00 01 or equivalent).

(g) Employment Practices Liability. Employment Practices Liability insurance in an amount not less than Ten Million and No/100 Dollars (\$10,000,000.00).

(h) Crime. Crime insurance coverage in an amount not less than Eight Million and No/100 Dollars (\$8,000,000.00).

(i) Excess Liability Insurance. Excess Liability coverage shall be maintained over the required Employers Liability, Commercial General Liability, and Business Auto Liability policies in an amount not less than Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) per occurrence and in the aggregate annually (where applicable). The annual aggregate limit applicable to Commercial General Liability shall apply per location. Tenant will use commercially reasonable efforts to obtain coverage as broad as the underlying insurance, including Terrorism Liability coverage, so long as such coverage is available at a commercially reasonable price.

(j) Pollution Liability Insurance. For claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks. If this policy is provided on a "claims made" basis (i) the retroactive date shall remain as June 26, 1998 for legal liability; and (ii) coverage shall be maintained for two (2) years after the Term.

**13.2 Name of Insureds**. Except for the insurance required pursuant to Section 13.1(d), Section 13.1(g) and Section 13.1(h), all insurance provided by Tenant as required by this Article XIII shall include Landlord (including specified Landlord related entities as directed by Landlord) as a loss payee (solely with respect to the insurance required pursuant to Section 13.1(a), Section 13.1(b) and Section 13.1(c)), named insured or additional insured without restrictions beyond the restrictions that apply to Tenant and may include any Permitted Leasehold Mortgagee as an additional insured; provided, however, the insurance required pursuant to Section 13.1(j) shall be permitted to include Landlord (including specified Landlord related entities as directed by Landlord) as an additional insured without the requirement that such policy expressly include language that such coverage is without restrictions beyond the restrictions that apply to Tenant. The coverage provided to the additional insureds by Tenant's insurance policies must be at least as broad as that provided to the first named insured on each respective policy. For avoidance of doubt, Landlord looks exclusively to Tenant's insurance policies to protect itself from claims arising from the Leased Property and Capital Improvements. The required insurance policies shall protect Landlord against Landlord's acts with respect to the Leased Property in the same manner that they protect Tenant against its acts with respect to the Leased Property. Except for the insurance required pursuant to Section 13.1(d) with respect to Workers Compensation and Employers Liability, the required insurance policies shall be endorsed to include others as additional insureds as required by Landlord and/or the Fee Mortgage Documents and/or Permitted Leasehold Mortgagee. The insurance protection afforded to all insureds (whether named insureds or additional insureds) shall be primary and shall not contribute with any insurance or self-insurance programs maintained by such insureds (including deductibles and self-insured retentions).

**13.3 Deductibles or Self-Insured Retentions**. Tenant may self-insure such risks that are customarily self-insured by companies of established reputation engaged in the same general line of business in the same general area. All increases in deductibles and self-insured retentions (collectively referred to as "Deductibles" in this Article XIII) that apply to the insurance policies required by this Article XIII are subject to approval by Landlord, with such approval not to be unreasonable withheld, conditioned or delayed. Tenant is solely responsible for all Deductibles related to its insurance policies. The Deductibles Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date.

**13.4 Waivers of Subrogation.** Landlord shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Article XIII and policies issued by Tenant's captive insurers (including related Deductibles), it being understood that (i) Tenant shall look solely to its insurance for the recovery of such loss or damage; and (ii) such insurers shall have no rights of subrogation against Landlord. Each insurance policy shall contain a clause or endorsement which waives all rights of subrogation against Landlord, Fee Mortgagees and other entities or individuals as reasonably requested by Landlord.

**13.5 Limits of Liability and Blanket Policies.** The insured limits of liability maintained by Tenant shall be selected by Tenant in a manner consistent with the commercially reasonable practices of similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. The limits of liability Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date. The insurance required by this Article XIII may be effected by a policy or policies of blanket insurance and/or by a combination of primary and excess insurance policies (all of which may insure additional properties owned, operated or managed by Tenant or its Affiliates), provided each policy shall be satisfactory to Landlord, acting reasonably, including, the form of the policy, provided such policies comply with the provisions of this Article XIII.

**13.6 Future Changes in Insurance Requirements.**

(a) In the event one or more additional locations become Leased Property or Capital Improvements during the Term, whether through acquisition, lease, new construction or other means, Landlord may reasonably amend the insurance requirements set forth in this Article XIII to properly address new risks or exposures to loss, in accordance with the procedures set forth in this Section 13.6(a). For example, for construction projects, different forms of insurance may be required, such as builders risk, and Landlord and Tenant shall mutually agree upon insurance requirements applicable to the construction contractors. Tenant and Landlord shall work together in good faith to exchange information (including proposed construction agreements) and ascertain appropriate insurance requirements prior to Tenant being required to amend its insurance under this Section 13.6(a); provided, however, that any revision to insurance shall only be required if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control.

(b) In the event that (1) the operations of Tenant change in the future, and Tenant believes adjustments in Deductibles, insured limits or coverages are warranted, (2) Tenant desires to increase one or more Deductibles, reduce limits of liability below those in place as of the Commencement Date or materially reduce coverage, or (3) not more than once during any twelve (12) month period (or more frequently in connection with the requirements of a Fee Mortgage), Landlord reasonably determines that the insurance carried by Tenant is not, for any



reason (whether by reason of the type, coverage, deductibles, insured limits, the reasonable requirements of Fee Mortgagees, or otherwise) commensurate with insurance customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location, the party seeking the change will advise the other party in writing of the requested insurance revision. Tenant and Landlord shall work together in good faith to determine whether the requested insurance revision shall be made; provided, however, that any revision to insurance shall only be made if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control. Solely with respect to the insurance required by Section 13.1(h) above, in no event shall the outcome of an insurance revision pursuant to this Section 13.6 require Tenant to carry insurance in an amount which exceeds the product of (i) the amounts set forth in Section 13.1(h) hereof and (ii) the CPI Increase.

**13.7 Notice of Cancellation or Non-Renewal.** Each required insurance policy shall contain an endorsement requiring thirty (30) days prior written notice to Landlord, Fee Mortgagees and Leasehold Mortgagees of any cancellation or non-renewal. Ten (10) days' prior written notice shall be required for cancellation for non-payment of premium. Tenant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to Landlord and others as directed by Landlord.

**13.8 Copies of Documents.** Tenant shall provide (i) binders evidencing renewal coverages no later than the applicable renewal date of each insurance policy required by this Article XIII; and (ii) copies of all insurance policies required by this Article XIII (including policies issued by Tenant's captive insurers which are in any way related to the required policies, including policies insuring Deductibles), within one hundred and twenty days (120) after inception date of each, and if additionally required, within ten (10) days of written request by Landlord. In addition, Tenant will supply documents that are related to the required insurance policies on January 1 of each calendar year during the Term and three (3) years afterwards, and as otherwise requested in writing by Landlord. Such documents shall be in formats reasonably acceptable to Landlord and include, but are not limited to, (i) statements of property value by location, (ii) risk modeling reports (e.g., named storms and earthquake), (iii) actuarial reports, (iv) loss/claims reports, (v) detailed summaries of Tenant's insurance policies and, as respects Tenant's captive insurers the most recent audited financial statements (including notes therein) and reinsurance agreements. Landlord shall hold the contents of the documents provided by Tenant as confidential; provided that Landlord shall be entitled to disclose the contents of such documents to its insurance consultants, attorneys, accountants and other agents in connection with the administration and/or enforcement of this Lease, and (ii) to any Fee Mortgagees, Permitted Leasehold Mortgagees and potential lenders and their respective representatives, and (iii) as may be required by applicable laws. Landlord shall utilize commercially reasonable efforts to cause each such person or entity to enter into a written agreement to maintain the confidentiality thereof for the benefit of Landlord and Tenant.

**13.9 Certificates of Insurance.** Certificates of insurance, evidencing the required insurance, shall be delivered to Landlord on the Commencement Date, annually thereafter, and upon written request by Landlord. If required by any Fee Mortgagee, Tenant shall provide endorsements and written confirmations that all premiums have been paid in full.

**13.10 Other Requirements.** Tenant shall comply with the following additional provisions:

(a) Prior to the date of the refinancing of (a) that certain Indenture, dated April 17, 2014, among Caesars Growth Properties Holdings, LLC, Caesars Growth Properties Finance, Inc., the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, (b) that certain First Lien Credit Agreement, dated May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, (c) that certain First Lien Credit Agreement, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Las Vegas, LLC, Harrah's Atlantic City Holding, Inc., Rio Properties, LLC, Flamingo Las Vegas Holding, LLC, Harrah's Laughlin, LLC, Paris Las Vegas Holding, LLC, the lenders party thereto and Citicorp North America, Inc. as administrative agent and collateral agent, (d) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holding, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, and (e) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holdings, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association (collectively, the "Refinancing"), in the event of a catastrophic loss or multiple losses (excluding losses covered by the terrorism insurance required hereunder) at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that (1) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property insurance policies required by this Article XIII, (2) at least one such property affected by the catastrophic loss(es) is the Facility hereunder or under an Other Lease (in either case, a "Subject Facility") and (3) at least one other such property affected by the catastrophic loss(es) is not a Subject Facility, then the property insurance proceeds received in connection with such catastrophic loss(es) shall be allocated amongst the affected properties pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property.

(b) From and after the date of the Refinancing, in the event of a catastrophic loss or multiple losses (excluding losses covered by the terrorism insurance required hereunder) at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that at least one such property is a Subject Facility and at least one other such property is not a Subject Facility, if (A) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property insurance policies required by this Article XIII and any such property that is not a Subject Facility is (w) directly or indirectly managed but not directly or indirectly owned by CEC, (x) not wholly owned, directly or indirectly, by CEC, (y) subject to a ground lease with a landlord party that is neither Landlord

nor its affiliates, or (z) is financed on a stand-alone basis, then the insurance proceeds received in connection with such catastrophic loss or multiple losses shall be allocated pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property, and (B) if such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property insurance policies required by this Article XIII and no property that is not a Subject Facility is a property described in clauses (w) through (z) above, the property(ies) that is a Subject Facility shall have first priority to insurance proceeds from the property policy in connection with such catastrophic loss or multiple losses up to the reasonably anticipated amount of loss with respect to the Subject Facility. Any property proceeds allocable to a Subject Facility pursuant to clause (B) above shall be paid to Landlord (or the landlord under the Other Lease, as applicable) and applied in accordance with the terms of this Lease (or the Other Lease, as applicable)

(c) Tenant shall have the right to cause the terrorism policy or policies required hereunder to be effectuated through a blanket insurance and/or by a combination of primary and excess insurance policies (all of which may insure additional properties owned, operated or managed by Tenant or its Affiliates), but only if Tenant delivers an endorsement to the direct blanket insurance policy (and any reinsurance agreements with respect to a captive insurance company shall follow form in this regard) in form and substance acceptable to Landlord, guaranteeing priority payout privilege over any and all other locations that are (a) within a 1,000 foot radius of the Leased Property and (b) insured under the same policy.

(d) In the event Tenant shall at any time fail, neglect or refuse to insure the Leased Property and Capital Improvements, or is not in full compliance with its obligations under this Article XIII, Landlord may, at its election, procure replacement insurance. In such event, Landlord shall disclose to Tenant the terms of the replacement insurance. Tenant shall reimburse Landlord for the cost of such replacement insurance within thirty (30) days after Landlord pays for the replacement insurance. The cost of such replacement insurance shall be reasonable considering the then-current market.

## ARTICLE XIV

### CASUALTY

**14.1 Property Insurance Proceeds.** All proceeds (except business interruption not allocated to rent expenses, if any) payable by reason of any property loss or damage to the Leased Property, or any portion thereof, under any property policy of insurance required to be carried hereunder shall be paid to Fee Mortgagee or to an escrow account held by a third party depository reasonably acceptable to Landlord, Tenant and, if applicable, the Fee Mortgagee (in each case pursuant to an escrow agreement reasonably acceptable to the Parties and the Fee Mortgagee and intended to implement the terms hereof) and made available to Tenant upon request for the reasonable costs of preservation, stabilization, restoration, reconstruction and repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof; provided, however, that the portion of any such proceeds that are attributable to Tenant's obligation to pay Rent shall be applied against Rent due by Tenant hereunder; and provided, further, that if the total amount of proceeds payable net of the applicable deductibles is Forty Million and No/100 Dollars (\$40,000,000.00) or less, and, if no Tenant Event of Default has

occurred and is continuing, the proceeds shall be paid to Tenant and, subject to the limitations set forth in this Article XIV used for the repair of any damage to or restoration or reconstruction of the Leased Property in accordance with Section 14.2. For the avoidance of doubt, any insurance proceeds payable by reason of (i) loss or damage to Tenant's Property and/or Tenant Material Capital Improvements, or (ii) business interruption shall be paid directly to and belong to Tenant. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property in accordance herewith shall be provided to Tenant. So long as no Tenant Event of Default is continuing, Tenant shall have the right to prosecute and settle insurance claims, provided that, in connection with insurance claims exceeding Forty Million and No/100 Dollars (\$40,000,000.00), Tenant shall consult with and involve Landlord in the process of adjusting any insurance claims under this Article XIV and any final settlement with the insurance company for claims exceeding Forty Million and No/100 Dollars (\$40,000,000.00) shall be subject to Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed.

#### **14.2 Tenant's Obligations Following Casualty**

(a) In the event of a Casualty Event with respect to the Facility or any portion thereof (to the extent the proceeds of insurance in respect thereof are made available to Tenant as and to the extent required under the applicable escrow agreement), (i) Tenant shall restore such Facility (or any applicable portion thereof, excluding, at Tenant's election, any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the Facility such that the Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement, provided that with respect to any Tenant Material Capital Improvement that is not rebuilt, Tenant shall repair and thereafter maintain the portions of the Facility affected by the loss or damage of such Tenant Material Capital Improvement in a condition commensurate with the quality, appearance and use of the balance of the Facility and satisfying the Facility's parking requirements) to substantially the same condition as existed immediately before such damage or otherwise in a manner reasonably satisfactory to Landlord, and (ii) the damage caused by the applicable Casualty Event shall not terminate this Lease; provided, however, that if the applicable Casualty Event shall occur not more than two (2) years prior to the then-Stated Expiration Date and the cost to restore the Facility (excluding for avoidance of doubt any affected Tenant Material Capital Improvements that Tenant is not required to restore) to the condition immediately preceding the Casualty Event, as determined by a mutually approved contractor or architect, would equal or exceed twenty-five percent (25%) of the Fair Market Ownership Value of the Facility immediately prior to the time of such damage or destruction, then each of Landlord and Tenant shall have the option, exercisable in such Party's sole and absolute discretion, to terminate this Lease, upon written notice to the other Party hereto delivered to such other Party within thirty (30) days of the determination of the amount of damage and the Fair Market Ownership Value of the Facility and, if such option is exercised by either Landlord or Tenant, this Lease shall terminate and Tenant shall not be required to restore the Facility and any insurance proceeds payable as a result of the damage or destruction shall be payable in accordance with Section 14.2(c). Notwithstanding anything to the contrary contained herein, if a Casualty Event occurs (and/or if the determination of the amount of damage and/or the thirty (30) day period referred to in the preceding sentence is continuing) at a time when Tenant could send a Renewal Notice (provided, for this purpose, Tenant shall be permitted to send a Renewal Notice under Section 1.4 not more than twenty-four (24) months (rather than not

more than eighteen (18) months) prior to the then current Stated Expiration Date), if Tenant has elected or elects to exercise the same at any time following Tenant's receipt of such notice of termination from Landlord, neither Landlord nor Tenant may terminate this Lease under this Section 14.2(a).

(b) If the cost to restore the Leased Property exceeds the amount of proceeds received from the insurance required to be carried hereunder, (i) (subject to Section 14.2(e) and Section 14.5) Tenant's restoration obligations hereunder shall continue unimpaired, and (ii) Tenant shall provide Landlord with evidence reasonably acceptable to Landlord that Tenant has (or is reasonably expected to have) available to it any excess amounts needed to restore the Leased Property to the condition required hereunder. Such excess amounts shall be paid by Tenant.

(c) In the event neither Landlord nor Tenant is required or elects to repair and restore the Leased Property, all insurance proceeds (except business interruption), other than proceeds reasonably attributed to any Tenant Material Capital Improvements (or other property owned by Tenant), which proceeds shall be and remain the property of Tenant, shall be paid to and retained by Landlord (after reimbursement to Tenant for any reasonably-incurred expenses in connection with the subject Casualty Event) free and clear of any claim by or through Tenant except as otherwise specifically provided below in this Article XIV.

(d) If Tenant fails to complete the restoration of the Facility and gaming operations do not recommence substantially in the same manner as prior to the applicable Casualty Event by the date that is the fourth (4th) anniversary of the date of any Casualty Event (subject to extension in the event of an Unavoidable Delay during such four (4) year period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform such restoration in accordance with this Section 14.2), then, without limiting any of Landlord's rights and remedies otherwise, all remaining insurance proceeds shall be paid to and retained by Landlord free and clear of any claim by or through Tenant, provided, that, so long as no Tenant Event of Default has occurred and is continuing, Landlord agrees to use such remaining proceeds for repair and restoration with respect to such Casualty Event.

(e) If, and solely to the extent that, the damage resulting from any applicable Casualty Event is not an insured event under the insurance policies required to be maintained by Tenant under this Lease, then Tenant shall not be obligated to restore the Leased Property in respect of the damage from such Casualty Event.

**14.3 No Abatement of Rent.** Except as expressly provided in this Article XIV, this Lease shall remain in full force and effect and Tenant's obligation to pay Rent and all Additional Charges required by this Lease shall remain unabated during any period following a Casualty Event.

**14.4 Waiver.** Tenant waives any statutory rights of termination which may arise by reason of any damage or destruction of the Leased Property but such waiver shall not affect any contractual rights granted to Tenant under this Lease.

**14.5 Insurance Proceeds and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, in the event that any Fee Mortgagee is entitled to any insurance proceeds, or any portion thereof, under the terms of any Fee Mortgage or the related Fee Mortgage Documents, such proceeds shall be applied, held and/or disbursed in accordance with the terms of the Fee Mortgage or the related Fee Mortgage Documents. In the event that the Fee Mortgagee elects, or is required under the related Fee Mortgage Documents, to apply the insurance proceeds to the indebtedness secured by the Fee Mortgage, then Tenant shall not be obligated to repair or restore the Facility and Landlord shall either (i) refinance with a replacement Fee Mortgage (or otherwise fund) the amount of insurance proceeds applied to Fee Mortgage indebtedness within the earlier of (A) twelve (12) months after such application (in which event Tenant shall be obligated to restore the Facility in accordance with the terms and provisions of this Lease upon receipt of such proceeds), or (B) if, pursuant to Section 6.4(b)(i)(D) of the loan agreement with respect to the Existing Fee Mortgage (or any similar provision comprising Additional Fee Mortgagee Requirements as contained in any future Fee Mortgage Documents), Tenant shall be obligated to commence restoration in respect of such Casualty Event prior to the expiration of such twelve (12) month period, the later of (x) nine (9) months after the applicable Casualty Event, and (y) if Landlord provides Tenant with funds in an amount and within a time sufficient for Tenant to perform such repair or restoration of the Facility solely to the extent necessary to avoid breaching such Additional Fee Mortgagee Requirement, twelve (12) months after Fee Mortgagee's application of such insurance proceeds to such indebtedness (and in the case of clause (B)(y), Section 14.2(b)(ii) shall not apply) (in which event described in clauses (B)(x) and (B)(y), Tenant shall be obligated to restore the Facility in accordance with the terms and provisions of this Lease upon receipt of such proceeds), or (ii) within the timeframes set forth in clause (i) above (as applicable), sell to Tenant the Leased Property (and Tenant shall be entitled to retain any remaining insurance proceeds) in exchange for a payment equal to the greater of (1) the difference between (a) the Fair Market Ownership Value of the Leased Property immediately prior to such casualty, and (b) the amount of insurance proceeds retained by the Fee Mortgagee or Landlord (subject to a credit in favor of Landlord to the extent of any sums provided to Tenant under clause (B)(y) above), and (2) the Fair Market Ownership Value (calculated without giving effect to clause (B) in the definition of "Fair Market Rental Value") of the Leased Property after such casualty based on the average fair market value of similar real estate in the areas surrounding the Facility (subject to a credit in favor of Landlord to the extent of any sums provided to Tenant under clause (B)(y) above).

## ARTICLE XV

### EMINENT DOMAIN

**15.1 Condemnation.** Tenant shall promptly give Landlord written notice of the actual or threatened Condemnation or any Condemnation proceeding affecting the Leased Property of which Tenant has knowledge and shall deliver to Landlord copies of any and all papers served in connection with the same.

(a) **Total Taking.** If the Leased Property is subject to a total and permanent Taking, this Lease shall automatically terminate as of the day before the date of such Taking or Condemnation.

(b) **Partial Taking.** If a portion (but not all) of the Leased Property (and, without limitation, any Capital Improvements with respect thereto) is subject to a permanent Taking (“**Partial Taking**”), this Lease shall remain in effect so long as the Facility is not thereby rendered Unsuitable for its Primary Intended Use, and Rent shall be adjusted in accordance with the Rent Reduction Amount with respect to the subject portion; provided, however, that if the remaining portion of the Facility is rendered Unsuitable for Its Primary Intended Use, this Lease shall terminate as of the day before the date of such Taking or Condemnation.

(c) **Restoration.** If there is a Partial Taking and this Lease remains in full force and effect, Landlord shall make available to Tenant the Award to be applied first to the restoration of the Leased Property in accordance with this Lease and, to the extent required hereby, any affected Tenant Material Capital Improvements, and thereafter as provided in Section 15.2. In such event, subject to receiving such Award, Tenant shall accomplish all necessary restoration in accordance with the following sentence (whether or not the amount of the Award received by Tenant is sufficient) and the Rent shall be adjusted in accordance with the Rent Reduction Amount. Tenant shall restore the Leased Property (excluding any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the Facility such that the Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement) as nearly as reasonably possible under the circumstances to a complete architectural unit of the same general character and condition as the Leased Property existing immediately prior to such Taking.

**15.2 Award Distribution.** Except as set forth below and in Section 15.1(c), hereof, the Award resulting from the Taking shall be paid as follows: (i) first, to Landlord to the extent of the Fair Market Ownership Value of Landlord’s interest in the Leased Property subject to the Taking (excluding any Tenant Material Capital Improvements), (ii) second, to Tenant to the extent of the Fair Market Property Value of Tenant’s Property and any Tenant Material Capital Improvements subject to the Taking (but for avoidance of doubt, not including any amount for any unexpired portion of the Term), and (iii) third, any remaining balance shall be paid to Landlord. Notwithstanding the foregoing, Tenant shall be entitled to pursue its own claim with respect to the Taking for Tenant’s lost profits value and moving expenses and, the portion of the Award, if any, allocated to any Tenant Material Capital Improvements and Tenant’s Property, shall be and remain the property of Tenant free of any claim thereto by Landlord.

**15.3 Temporary Taking.** The taking of the Leased Property, or any part thereof, shall constitute a Taking by Condemnation only when the use and occupancy by the taking authority has continued for longer than one hundred eighty (180) consecutive days. During any shorter period, which shall be a temporary taking, all the provisions of this Lease shall remain in full force and effect (except that Rent shall be adjusted in accordance with the Rent Reduction Amount in proportion to such temporary taking) and the Award allocable to the Term shall be paid to Tenant.

**15.4 Condemnation Awards and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, in the event that any Fee Mortgagee is entitled to any Award, or any portion thereof, under the terms of any Fee Mortgage or the related Fee Mortgage Documents, such award shall be applied, held and/or disbursed in accordance with the terms of the Fee Mortgage or the related

Fee Mortgage Documents. In the event that the Fee Mortgagee elects, or is required under the related Fee Mortgage Documents, to apply the Award to the indebtedness secured by the Fee Mortgage in the case of a Taking or Condemnation as to which the restoration provisions apply, then Tenant shall not be obligated to restore the Facility and Landlord shall either (i) within six (6) months of the applicable Taking or Condemnation, make available to Tenant for restoration of the Leased Property funds (either through refinance or otherwise) equal to the amount applied to Fee Mortgage indebtedness (in which case Tenant shall be obligated to restore the Leased Property in accordance with this Lease upon receipt of such funds), or (ii) sell to Tenant the portion of the Leased Property that is not subject to the Taking or Condemnation (and Tenant shall be entitled to retain the remaining amounts of the Award (if any) to which Tenant is entitled after giving effect to the provisions concerning distribution of the Award under Section 15.2) in exchange for a payment equal to the greater of (1) the difference between (a) the Fair Market Ownership Value of the Leased Property immediately prior to such Taking or Condemnation, and (b) the amount of the Award retained by the Fee Mortgagee or Landlord, and (2) the Fair Market Ownership Value (calculated without giving effect to clause (B) in the definition of “Fair Market Rental Value”, to the extent applicable) of the remaining portion of the Leased Property after such Taking or Condemnation, based on the average fair market value of similar real estate in the areas surrounding the Facility.

## ARTICLE XVI

### DEFAULTS & REMEDIES

**16.1 Tenant Events of Default.** Any one or more of the following shall constitute a “Tenant Event of Default”:

(a) Tenant shall fail to pay any installment of Rent when due and such failure is not cured within six (6) days after written notice from Landlord (which notice for purposes of this provision may be in the form of an email and shall be deemed effective as of transmittal (without requirement that receipt thereof be acknowledged), provided that (without vitiating the effectiveness of such email notice) a separate notice is separately delivered on the same day or, if such day is not a Business Day, on the following Business Day, which separate notice shall be delivered in accordance with Article XXXV (it being understood that the delivery of such separate notice shall not vitiate the effectiveness of such email notice)) of Tenant’s failure to pay such installment of Rent when due (and such notice of failure from Landlord may be given any time after such installment of Rent is one (1) day late);

(b) Tenant shall fail to pay any Additional Charge (excluding, for the avoidance of doubt the Minimum Cap Ex Amount) within seven (7) days after written notice from Landlord of Tenant’s failure to pay such Additional Charge when due (and such notice of failure from Landlord may be given any time after such payment of any Additional Charge is one (1) day late);

(c) Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall:



(i) file a petition in bankruptcy or a petition to take advantage of any insolvency law or statute under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law;

(ii) make an assignment for the benefit of its creditors; or

(iii) consent to the appointment of a receiver of itself or of the whole or substantially all of its property;

(d) (i) Tenant shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Tenant, a receiver of Tenant or of all or substantially all of Tenant's property, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

(ii) Unless the Guarantor EOD Conditions exist, Guarantor shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Guarantor, a receiver of Guarantor or of all or substantially all of Guarantor's property, or approving a petition filed against Guarantor seeking reorganization or arrangement of Guarantor under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or;

(e) entry of an order or decree liquidating or dissolving Tenant, Manager or, unless the Guarantor EOD Conditions exist, Guarantor, provided that the same shall not constitute a Tenant Event of Default if (i) such order or decree shall be vacated, set aside or stayed within ninety (90) days from the date of the entry thereof, or (ii) with respect to Manager only, (x) Manager is not an Affiliate of Tenant, or (y) another wholly-owned subsidiary of CEC assumes the MLSA and the other Lease/MLSA Related Agreements to which Manager is a party;

(f) Tenant shall fail to cause the Facility to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), which failure would reasonably be expected to have a material and adverse effect on Landlord or on the Facility, and which failure is not cured within thirty (30) days following notice thereof from Landlord to Tenant; provided that, if: (i) such failure is not susceptible of cure within such thirty (30) day period; and (ii) such failure would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, such thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days) to cure such failure so long as Tenant commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure);

(g) the estate or interest of Tenant in the Leased Property or any part thereof shall be levied upon or attached in any proceeding relating to more than Twenty-Five Million and No/100 Dollars (\$25,000,000.00), and the same shall not be vacated, discharged or stayed pending appeal (or paid or bonded or otherwise similarly secured payment) within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord; provided, however, that such notice shall be in lieu of and not in addition to any notice required under applicable law;

(h) if Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall fail to pay, bond, escrow or otherwise similarly secure payment of one or more final judgments aggregating in excess of the amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), which judgments are not discharged or effectively waived or stayed for a period of forty-five (45) consecutive days;

(i) unless the Guarantor EOD Conditions exist, a Lease Guarantor Event of Default shall occur under the MLSA;

(j) except as a result of a Permitted Operation Interruption, Tenant fails to cause the Facility to be Continuously Operated during the Term;

(k) any applicable Gaming License or other license material to the Facility's operation for its Primary Intended Use is at any time terminated or revoked or suspended or placed under a trusteeship (and in each case such termination, revocation, suspension or trusteeship causes cessation of Gaming activity at the Facility) for more than thirty (30) days and such termination, revocation, suspension or trusteeship is not stayed pending appeal and would reasonably be expected to have a material adverse effect on Tenant or on the Facility;

(l) if a Licensing Event with respect to Tenant under clause (a) of the definition of Licensing Event shall occur and is not resolved in accordance with Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities;

(m) Tenant fails to comply with any Additional Fee Mortgagee Requirements (and in the case of any representation or warranty made by Tenant under Section 8.2 and Exhibit L having been false or misleading as of the date the representation or warranty was made, such false or misleading representation or warranty has had or is reasonably expected to result in a Material Adverse Effect (as defined in Exhibit L)), which default is not cured within the shortest applicable cure period set forth in the Fee Mortgage Documents (i.e., such default is not cured prior to the same constituting an "Event of Default" under any Fee Mortgage Document), if the effect of such default is to cause, or to permit the holder or holders of the applicable Fee Mortgage (or a trustee or agent on behalf of such holder or holders) to cause, such Fee Mortgage to become or be declared due and payable (or redeemable) prior to its stated maturity (without regard to any standstill or forbearance period that might be provided to Landlord with respect to the same); provided, however, that, if any such standstill or forbearance period shall be provided to Landlord with respect to the same, so long as Tenant is reasonably cooperating with Landlord in connection with a potential refinancing of the defaulted Fee Mortgage(s) by providing information with respect to the Leased Property, Tenant or its Affiliates (excluding (i) any

material non-public information, unless the same shall only be provided to potential financing sources in accordance with and subject to Section 41.22 hereof, and (ii) any information subject to bona fide confidentiality restrictions) requested by Landlord in order to satisfy the market standards to which such potential refinancing lenders customarily adhere or which may be reasonably required by prospective investors and/or rating agencies, such default shall not constitute a Tenant Event of Default hereunder for the first half of the shortest applicable standstill or forbearance period so provided to Landlord, as determined by Landlord in its sole but good faith discretion;

(n) a transfer of Tenant's interest in this Lease (including pursuant to a Change in Control) shall have occurred without the consent of Landlord to the extent such consent is required under Article XXII or Tenant is otherwise in default of the provisions set forth in Section 22.1 below;

(o) if Tenant shall fail to observe or perform any other term, covenant or condition of this Lease and such failure is not cured within thirty (30) days after written notice thereof from Landlord, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Tenant in the exercise of due diligence to cure such failure, provided that, with respect to any failure to perform (i) that is still continuing on or after the first day of the sixth (6<sup>th</sup>) Lease Year such cure period shall not extend beyond the later of such first day of the sixth (6<sup>th</sup>) Lease Year or one-hundred and eighty (180) days in the aggregate, and (ii) that is first arising on or after the first day of the sixth (6<sup>th</sup>) Lease Year, such cure period shall not exceed one-hundred and eighty (180) days in the aggregate, provided, further however, that no Tenant Event of Default under this clause (o) or under clause (p) below shall be deemed to exist under this Lease during any time the curing thereof is prevented by an Unavoidable Delay, provided that upon the cessation of the Unavoidable Delay, Tenant remedies the default within the time periods otherwise required hereunder;

(p) the occurrence of a Tenant Event of Default pursuant to Section 10.5(a)(x);

(q) unless the Guarantor EOD Conditions exist, if Guarantor shall, in any judicial or quasi-judicial case, action or proceeding, contest (or collude with or otherwise affirmatively assist any other Person, or solicit or cause to be solicited any other Person to contest) the validity or enforceability of Guarantor's obligations under the MLSA (or any Qualified Replacement Guarantor's obligations under a Replacement Guaranty); and

(r) if Tenant shall fail to comply with any of the provisions, terms or conditions of the Octavius Ground Lease (or any renewals thereof) as required under Section 7.3 hereof, which failure is not cured within the applicable time period set forth in the applicable Ground Lease and the effect of such failure is to permit the applicable Ground Lessor to terminate such Ground Lease or to result in the Ground Lease being terminated pursuant to the terms thereof.

Notwithstanding anything contained herein to the contrary, (x) Landlord shall deliver all notices required pursuant to Section 16.1 concurrently to Tenant and Guarantor and (y) a default by Tenant under any Permitted Leasehold Mortgage shall not in and of itself be a Tenant Event of

Default hereunder (it being understood that if the circumstances that cause such default independently comprise a default hereunder that continues beyond all applicable notice and cure periods hereunder then such circumstances would cause a Tenant Default hereunder).

Notwithstanding the foregoing, (i) Tenant shall not be in breach of this Lease solely as a result of the exercise by the party (other than Tenant, CEC, CEOC or any of their respective Affiliates) to any of the Permitted Exception Documents of such party's rights thereunder so long as Tenant undertakes commercially reasonable efforts to cause such party to comply or otherwise minimize such breach, and (ii) in the event that Tenant is required, under the express terms of any Permitted Exception Document(s), to take or refrain from taking any action, and taking or refraining from taking such action would result in a default under this Lease, then Tenant shall advise Landlord of the same, and Tenant and Landlord shall reasonably cooperate in order to address the same in a mutually acceptable manner, and so as to minimize any harm or liability to Landlord and to Tenant. For the avoidance of doubt, in no event shall a Permitted Exception Document excuse Tenant from its obligation to pay Rent or Additional Charges.

**16.2 Landlord Remedies.** Upon the occurrence and during the continuance of a Tenant Event of Default but subject to the provisions of Article XVII, Landlord may, subject to the terms of Section 16.3 below, do any one or more of the following: (x) terminate this Lease by giving Tenant no less than ten (10) days' notice of such termination and the Term shall terminate and all rights and obligations of Tenant under this Lease shall cease, subject to any provisions that expressly survive the Expiration Date, (y) seek damages as provided in Section 16.3 hereof or (z) except to the extent expressly otherwise provided under this Lease, exercise any other right or remedy hereunder, at law or in equity available to Landlord as a result of any Tenant Event of Default. Tenant shall pay as Additional Charges all costs and expenses incurred by or on behalf of Landlord, including reasonable and documented attorneys' fees and expenses, as a result of any Tenant Event of Default hereunder. Subject to Article XIX and Section 17.1(f) hereof, at any time upon or following the Expiration Date, Tenant shall, if required by Landlord to do so, immediately surrender to Landlord possession of the Leased Property and quit the same and Landlord may enter upon and repossess such Leased Property by reasonable force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other Persons and any of Tenant's Property therefrom. Landlord shall refrain from exercising any remedies pursuant to this Section during any applicable cure periods of Guarantor to the extent expressly provided in Section 17.2 of the MLSA.

(a) None of (i) the termination of this Lease, (ii) the repossession of the Leased Property, (iii) the failure of Landlord to relet the Leased Property or any portions thereof, (iv) the reletting of all or any portion of the Leased Property, or (v) the inability of Landlord to collect or receive any rentals due upon any such reletting, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive any such termination, repossession or reletting. Landlord and Tenant agree that Landlord shall have no obligation to mitigate Landlord's damages under this Lease.

(b) If this Lease shall terminate pursuant to Section 16.2(x) or if Landlord shall obtain a court order permitting reentry following the occurrence of a Tenant Event of Default that is continuing, then, in any such event, Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Leased Property to the extent permitted by law

(including applicable Gaming Regulations), either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any Person therefrom, to the end that Landlord may have, hold and enjoy the Leased Property. The words "enter," "reenter," "entry" and "reentry," as used herein, are not restricted to their technical legal meanings.

(c) Notwithstanding anything herein to the contrary, if this Lease has been terminated by Landlord pursuant to this Section 16.2 and Manager is performing Transition Services (as defined in the Transition Services Agreement) as elected by Landlord in its sole discretion, then, at Landlord's election in accordance with the Transition Services Agreement, Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facility, collect and retain revenue therefrom, and pay Rent and Additional Charges (without duplication of any Rent and Additional Charges required to be paid under Section 16.3), all in the manner required under Section 36.1, *mutatis mutandis*, for so long as Manager is performing Transition Services (as defined in the Transition Services Agreement); provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement unless the Transition Period is then continuing.

### **16.3 Damages.**

(a) If Landlord elects to terminate this Lease in writing upon a Tenant Event of Default during the Term, Tenant shall forthwith (x) pay to Landlord all Rent due and payable under this Lease to and including the date of such termination (together with interest thereon at the Overdue Rate from the date the applicable amount was due), and (y) pay on demand all damages to which Landlord shall be entitled at law or in equity, provided, however, Landlord's damages with regard to unpaid Rent from and after the date of termination shall equal, as liquidated and agreed current damages in respect thereof, the sum of: (A) the worth at the time of award of the amount by which the unpaid Rent that (if the Lease had not been terminated) would have been payable hereunder after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus (B) (x) the Rent which (if the Lease had not been terminated) would have been payable hereunder from the time of award until the then Stated Expiration Date, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%), less (y) the Rent loss from the time of the award until the then Stated Expiration Date that Tenant proves could be reasonably avoided, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%). As used in clause (A), the "worth at the time of award" shall be computed by allowing interest at the Overdue Rate from the date the applicable amount was due. As used in clauses (A) and (B), Variable Rent that would have been payable after termination for the remainder of the Term shall be determined based on: (1) if the date of termination occurs during a Variable Rent Payment Period, the Variable Rent amount payable during such Variable Rent Payment Period (if the Lease had not been terminated), and (2) if the date of termination occurs prior to the commencement of any Variable Rent Payment Period, the Variable Rent that (if the Lease had not been terminated) would be payable after termination for the remainder of the Term, assuming Net Revenue for the balance of the Term equals Net Revenue for the Fiscal Period ending immediately prior to the date of termination (it

being understood the foregoing calculation of damages for unpaid Rent applies only to the amount of unpaid Rent damages owed to Landlord pursuant to Tenant's obligation to pay Rent hereunder and does not prohibit or otherwise shall not limit Landlord from seeking damages for any indemnification or any other obligations of Tenant hereunder, with all such rights of Landlord reserved).

(b) Notwithstanding anything otherwise set forth herein, if Landlord chooses not to terminate Tenant's right to possession of the Leased Property (whether or not Landlord terminates this Lease) and has not been paid damages in accordance with Section 16.3(a), then each installment of Rent and all other sums payable by Tenant to or for the benefit of Landlord under this Lease shall be payable as the same otherwise becomes due and payable, together with, if any such amount is not paid when due, interest at the Overdue Rate from the date when due until paid, and Landlord may enforce, by action or otherwise, any other term or covenant of this Lease (and Landlord may at any time thereafter terminate Tenant's right to possession of the Leased Property and seek damages under Section 16.3(a), to the extent not already paid for by Tenant under Section 16.3(a) or this Section 16.3(b)).

(c) If, as of the date of any termination of this Lease pursuant to Section 16.2(x), the Leased Property shall not be in the condition in which Tenant has agreed to surrender the same to Landlord at the expiration or earlier termination of this Lease, then Tenant, shall pay, as damages therefor, the cost (as estimated by an independent contractor reasonably selected by Landlord) of placing the Leased Property in the condition in which Tenant is required to surrender the same hereunder.

**16.4 Receiver.** Subject to the rights of Permitted Leasehold Mortgagees hereunder, upon the occurrence and continuance of a Tenant Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder, but subject to any limitations of applicable law (including Gaming Regulations), Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Leased Property and of the revenues, earnings, income, products and profits thereof, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

**16.5 Waiver.** If Landlord initiates judicial proceedings or if this Lease is terminated by Landlord pursuant to this Article XVI, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession or similar laws for the benefit of Tenant; and (ii) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

**16.6 Application of Funds.** Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Tenant Event of Default which are made to Landlord rather than Tenant due to the existence of a Tenant Event of Default shall be applied to Tenant's obligations in the order which Landlord may reasonably determine or as may be prescribed by applicable Legal Requirements.

**16.7 Landlord's Right to Cure Tenant's Default.** If Tenant shall fail to make any payment or to perform any act required to be made or performed hereunder when due including, without limitation, if Tenant fails to expend any Required Capital Expenditures as required

hereunder or fails to complete any work or restoration or replacement of any nature as required hereunder, or if Tenant shall take any action prohibited hereunder, or if Tenant shall breach any representation or warranty comprising Additional Fee Mortgagee Requirements (and Landlord reasonably determines that such breach could be expected to give rise to an event of default or an indemnification obligation of Landlord under the applicable Fee Mortgage Documents), or Tenant fails to comply with any Additional Fee Mortgagee Requirements (other than representations and warranties), in all cases, after the expiration of any cure period provided for herein, Landlord and/or its Affiliates, without waiving or releasing any obligation or default, may, but shall be under no obligation to, (i) make such payment or perform such act (or reimburse any Fee Mortgagee for making such payment or performing such act) for the account and at the expense of Tenant (including, in the event of a breach of any such representation or warranty, taking actions to cause such representation or warranty to be true), and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's reasonable opinion, may be necessary or appropriate therefor, and, (ii) subject to the terms of the applicable Fee Mortgage Documents, use funds in any Fee Mortgage Reserve Account for the purposes for which they were deposited in making any such payment or performing such act. All sums so paid (or reimbursed) by Landlord and/or any of its Affiliates and all costs and expenses, including reasonable attorneys' fees and expenses, so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Landlord and/or any of its Affiliates, shall be paid by Tenant to Landlord on demand as an Additional Charge.

#### **16.8 Miscellaneous.**

(a) Suit or suits for the recovery of damages, or for any other sums payable by Tenant to Landlord pursuant to this Lease, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease and the Term would have expired by limitation had there been no Tenant Event of Default, reentry or termination.

(b) No failure by either Party to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Lease to be performed or complied with by either Party, and no breach thereof, shall be or be deemed to be waived, altered or modified except by a written instrument executed by the Parties. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. In the event Landlord claims in good faith that Tenant has breached any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though reentry, summary proceedings or other remedies were not provided for in this Lease.

(c) Except to the extent otherwise expressly provided in this Lease, each right and remedy of a Party provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease.

(d) Nothing contained in this Article XVI or otherwise shall vitiate or limit Tenant's obligation to pay Landlord's attorneys' fees as and to the extent provided in Article XXXVII hereof, or any indemnification obligations under any express indemnity made by Tenant of Landlord or of any Landlord Indemnified Parties as contained in this Lease.

## ARTICLE XVII

### TENANT FINANCING

#### **17.1 Permitted Leasehold Mortgagees.**

(a) Tenant May Mortgage the Leasehold Estate. On one or more occasions, without Landlord's consent, Tenant may mortgage or otherwise encumber Tenant's estate in and to the Leased Property (the "Leasehold Estate") (or encumber the direct or indirect Equity Interests in Tenant) to one or more Permitted Leasehold Mortgagees under one or more Permitted Leasehold Mortgages and pledge its right, title and interest under this Lease as security for such Permitted Leasehold Mortgages or any related agreement secured thereby, provided, however, that, (i) in order for a Permitted Leasehold Mortgagee to be entitled to the rights and benefits pertaining to Permitted Leasehold Mortgagees pursuant to this Article XVII, such Permitted Leasehold Mortgagee must hold or benefit from a Permitted Leasehold Mortgage encumbering all of Tenant's Leasehold Estate granted to Tenant under this Lease (subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis) or one hundred percent (100%) of the direct or indirect Equity Interests in Tenant at any tier of ownership, and (ii) no Person shall be deemed to be a Permitted Leasehold Mortgagee hereunder unless and until (a) such Person delivers a written agreement to Landlord providing that in the event of a termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, such Permitted Leasehold Mortgagee and any Persons for whom it acts as representative, agent or trustee, will not use or dispose of any Gaming License for use at a location other than at the Facility to which such Gaming License relates as of the date of the closing of a Lease Foreclosure Transaction (or, in the case of any additional facility added to this Lease after such date, as of the date that such additional facility is added to the Lease), (b) the applicable Permitted Leasehold Mortgage shall include an express acknowledgement that any exercise of remedies thereunder that would affect the Leasehold Estate shall be subject and subordinate to the terms of this Lease and (c) such Person executes a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. Tenant represents and warrants that each Permitted Leasehold Mortgagee as of the Commencement Date has entered into the Intercreditor Agreement. Furthermore, as a condition to being deemed a Permitted Leasehold Mortgagee hereunder, each Permitted Leasehold Mortgagee is deemed to acknowledge and agree (and hereby does acknowledge and agree) that (x) any rejection of this Lease in any bankruptcy, insolvency, dissolution or other proceeding will be treated as a Non-Consented Lease Termination (as defined in the MLSA), unless in connection with such rejection of this Lease such Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein, (y) subject to the



terms and conditions of the Intercreditor Agreement, such Permitted Leasehold Mortgagee shall not take any action to prevent the rights of Landlord, Manager and Lease Guarantor under Article XXI of the MLSA, including to effect the actions required in connection with a Replacement Structure (as defined therein), and (z) that any foreclosure or realization by any Permitted Leasehold Mortgagee pursuant to a Permitted Leasehold Mortgage or upon Tenant's interest under this Lease or that would result in a transfer of all or any portion of Tenant's interest in the Leased Property or this Lease shall in any case be subject to the applicable provisions, terms and conditions of Article XXII hereof.

(b) Notice to Landlord.

(i) If Tenant shall, on one or more occasions, mortgage Tenant's Leasehold Estate pursuant to a Permitted Leasehold Mortgage and if the holder of such Permitted Leasehold Mortgage shall provide Landlord with written notice of such Permitted Leasehold Mortgage (which notice with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, in order to be effective, shall also state (or be accompanied by a notice of Tenant stating) the relative priority of all then-effective Permitted Leasehold Mortgages noticed to Landlord under this Section and shall be consented to in writing by all then-existing Permitted Leasehold Mortgagees) together with a true copy of such Permitted Leasehold Mortgage and the name and address of the Permitted Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such written notice by Landlord (which notice shall be accompanied by any items required pursuant to Section 17.1(a) above), the provisions of this Section 17.1 shall apply to each such Permitted Leasehold Mortgage. In the event of any assignment of a Permitted Leasehold Mortgage or in the event of a change of address of a Permitted Leasehold Mortgagee or of an assignee of such Permitted Leasehold Mortgage, written notice of such assignment or change of address and of the new name and address shall be provided to Landlord, and the provisions of this Section 17.1 shall continue to apply, provided such assignee is a Permitted Leasehold Mortgagee.

(ii) Landlord shall reasonably promptly following receipt of a communication purporting to constitute the notice provided for by subsection (b)(i) above (and such additional items requested by Landlord pursuant to the first sentence of Section 17.1(b)(iii)) acknowledge by written notice receipt of such communication as constituting the notice provided for by subsection (b)(i) above and confirming the status of the Permitted Leasehold Mortgagee as such or, in the alternative, notify Tenant and the Permitted Leasehold Mortgagee of the rejection of such communication and any such items as not conforming with the provisions of this Section 17.1 and specify the specific basis of such rejection.

(iii) After Landlord has received the notice provided for by subsection (b)(i) above, Tenant shall with reasonable promptness provide Landlord with copies of the Permitted Leasehold Mortgage, note or other obligations secured by such Permitted Leasehold Mortgage and any other documents pertinent to the Permitted Leasehold Mortgage reasonably requested by Landlord. Tenant shall thereafter also provide Landlord from time to time with a copy of each material amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate recording stamp or other certification of the custodian of the relevant recording office as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a

certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

(iv) Notwithstanding the requirements of this Section 17.1(b), it is agreed and acknowledged that Tenant's Initial Financing (and the mortgages, security agreements and/or other loan documents in connection therewith) as of the date of this Lease shall be deemed a Permitted Leasehold Mortgage (with respect to which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i)) without the requirement that Tenant or Landlord comply with the initial requirements set forth in clauses (i) through (iii) above, (but, for the avoidance of doubt, Tenant's Initial Financing is not relieved of the requirement that it satisfy the requirements of Section 17.1(a), or the last sentence of Section 17.1(b)(i)). In addition, for the avoidance of doubt, the Parties confirm that Tenant shall not be relieved of the requirement to comply with the final three (3) sentences of Section 17.1(b)(iii) with respect to Tenant's Initial Financing or any other financing with a Permitted Leasehold Mortgage.

(c) Default Notice to Permitted Leasehold Mortgagee. Landlord, upon providing Tenant any notice of default under this Lease, shall at the same time provide a copy of such notice to every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been sent, in the manner prescribed in Article XXXV of this Lease, to every such Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. From and after the date such notice has been sent to a Permitted Leasehold Mortgagee, such Permitted Leasehold Mortgagee shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in subsections (d) and (e) of this Section 17.1 to remedy or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each such Permitted Leasehold Mortgagee (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Property by the Permitted Leasehold Mortgagee for such purpose.

(d) Right to Terminate Notice to Permitted Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Tenant Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease on account of such Tenant Event of Default unless Landlord shall notify every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof that the period of time given Tenant to cure such default or act or omission has lapsed and, accordingly, Landlord has the right to terminate this Lease ("Right to Terminate Notice"). The provisions of subsection (e) below of this Section 17.1 shall apply if, during (x) the thirty (30) day period following Landlord's delivery of the Right to Terminate

Notice if such Tenant Event of Default is capable of being cured by the payment of money, or (y) the ninety (90) day period following Landlord's delivery of the Right to Terminate Notice, if such Tenant Event of Default is not capable of being cured by the payment of money, any Permitted Leasehold Mortgagee shall:

(i) notify Landlord of such Permitted Leasehold Mortgagee's desire to nullify such Right to Terminate Notice;

(ii) pay or cause to be paid all Rent, Additional Charges, and other payments (A) then due and in arrears as specified in the Right to Terminate Notice to such Permitted Leasehold Mortgagee, and (B) which may become due during such thirty (30) or ninety (90) day (as the case may be) period (as and when the same may become due); and

(iii) comply with or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Permitted Leasehold Mortgagee (e.g., defaults that are not personal to Tenant hereunder); provided, however, that such Permitted Leasehold Mortgagee shall not be required during such ninety (90) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee; and

(iv) during such thirty (30) or ninety (90) day period, the Permitted Leasehold Mortgagee shall respond, with reasonable diligence, to requests for information from Landlord as to the Permitted Leasehold Mortgagee's (and related lender's) intent to pay such Rent and other charges and comply with this Lease.

If the applicable default shall be cured pursuant to the terms and within the time periods allowed in this Section 17.1(d), this Lease shall continue in full force and effect as if Tenant had not defaulted under the Lease. If a Permitted Leasehold Mortgagee shall fail to take all of the actions described in this Section 17.1(d) prior to the deadlines set forth herein, such Permitted Leasehold Mortgagee shall have no further rights under this Section 17.1(d) or Section 17.1(e).

(e) Procedure on Default.

(i) If Landlord shall elect to terminate this Lease by reason of any Tenant Event of Default that has occurred and is continuing and a Permitted Leasehold Mortgagee shall have proceeded in the manner provided for by subsection (d) of this Section 17.1, the applicable cure periods available pursuant to Section 17.1(d) above shall continue to be extended so long as during such continuance:

(1) such Permitted Leasehold Mortgagee shall pay or cause to be paid the Rent, Additional Charges and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform or cause to be performed all of Tenant's other obligations under this Lease, excepting (A) obligations of

Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Permitted Leasehold Mortgagee; and

(2) subject to and in accordance with Section 22.2(i), if not enjoined or stayed pursuant to a bankruptcy or insolvency proceeding or other judicial order, such Permitted Leasehold Mortgagee shall diligently continue to pursue acquiring or selling Tenant's interest in this Lease and the Leased Property (or, to the extent applicable, the direct or indirect interests in Tenant) by foreclosure of the Permitted Leasehold Mortgage or other appropriate means and diligently prosecute the same to completion.

(ii) Without limitation of Tenant's right to deliver a Renewal Notice, it is agreed that a Permitted Leasehold Mortgagee also shall have the right to deliver a Renewal Notice on behalf of Tenant during any period in which such Permitted Leasehold Mortgagee is complying with Section 17.1(d) or 17.1(e).

(iii) If a Permitted Leasehold Mortgagee is complying with subsection (e)(i) of this Section 17.1, upon the acquisition of Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) herein by such Permitted Leasehold Mortgagee, a Permitted Leasehold Mortgagee Designee or an assignee thereof permitted by Section 22.2(i) hereof, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease provided that such successor cures all outstanding defaults that can be cured through the payment of money and all other defaults that are reasonably susceptible of being cured as provided in said subsection (e)(i).

(iv) For the purposes of this Section 17.1, no Permitted Leasehold Mortgagee shall be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate hereby created by virtue of the Permitted Leasehold Mortgage so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of this Lease (or, to the extent applicable, the direct or indirect interests in Tenant) (including a Permitted Leasehold Mortgagee if it is the purchaser at foreclosure) and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall be subject to all of the provisions, terms and conditions of this Lease including, without limitation, Section 22.2(i) hereof.

(v) Notwithstanding any other provisions of this Lease, any Permitted Leasehold Mortgagee, Permitted Leasehold Mortgagee Designee or other acquirer of the Leasehold Estate of Tenant (or, to the extent applicable, the direct or indirect interests in Tenant) in accordance with the requirements of Section 22.2(i) of this Lease pursuant to

foreclosure, assignment in lieu of foreclosure or other similar proceedings of this Lease may, upon acquiring Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant), without further consent of Landlord, (x) sell and assign interests in the Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) as and to the extent provided in this Lease, and (y) enter into Permitted Leasehold Mortgages in the same manner as the original Tenant, as and to the extent provided in this Lease, in each case under clause (x) or (y), subject to the terms of this Lease, including Article XVII and Section 22.2(i) hereof.

(vi) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall, solely if and to the extent such sale, assignment or transfer complies with the requirements of Section 22.2(i) hereof, be deemed to be a permitted sale, transfer or assignment of this Lease; provided, that the foreclosing Permitted Leasehold Mortgagee or purchaser at foreclosure sale or successor purchaser must either (a) become a party to the MLSA pursuant to Section 11.1 and Section 13.1 of the MLSA (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, Tenant must remain a party to the MLSA) and satisfy the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) or (b) satisfy the requirements set forth in Section 22.2(i)(1)(A) and Sections 22.2(i)(2) through (5).

(f) New Lease. In the event that this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default other than due to a default that is subject to cure by a Permitted Leasehold Mortgagee under Section 17.1(d) and Section 17.1(e) above, Landlord shall provide each Permitted Leasehold Mortgagee with written notice that this Lease has been rejected or terminated ("Notice of Termination"), and, for the avoidance of doubt, upon delivery of such Notice of Termination, no Permitted Leasehold Mortgagee shall have the rights as described in Section 17.1(d) and Section 17.1(e) above, but rather such Permitted Leasehold Mortgagee instead shall have the rights described in this Section 17.1(f). Following any such rejection or termination, Landlord agrees to enter into a new lease ("New Lease") of the Leased Property with such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee for the remainder of the term of this Lease, effective as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all then-remaining options to renew but excluding requirements which have already been fulfilled) of this Lease, provided:

(i) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall comply with the applicable terms of Section 22.2;

(ii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall make a binding, written, irrevocable commitment to Landlord for such New Lease within thirty (30) days after the date such Permitted Leasehold Mortgagee receives Landlord's Notice of Termination of this Lease given pursuant to this Section 17.1(f);

(iii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such rejection or termination (including, for avoidance of doubt, any amounts that become due prior to and remained unpaid as of the date of the Notice of Termination) and, in addition thereto, all reasonable expenses, including reasonable documented attorney's fees, which Landlord shall have incurred by reason of such rejection or such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant; and

(iv) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall agree to remedy any of Tenant's defaults of which said Permitted Leasehold Mortgagee was notified by Landlord's Notice of Termination (or in any other written notice of Landlord) and which can be cured through the payment of money or, if such defaults cannot be cured through the payment of money, are reasonably susceptible of being cured by Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee.

(g) New Lease Priorities. If more than one Permitted Leasehold Mortgagee shall request a New Lease pursuant to subsection (f)(i) of this Section 17.1, Landlord shall enter into such New Lease with the Permitted Leasehold Mortgagee whose mortgage is senior in lien, or with its Permitted Leasehold Mortgagee Designee acting for the benefit of such Permitted Leasehold Mortgagee prior in lien foreclosing on Tenant's interest in this Lease. Landlord, without liability to Tenant or any Permitted Leasehold Mortgagee with an adverse claim, may rely upon (i) with respect to any Permitted Leasehold Mortgage evidenced by a recorded security instrument, a title insurance policy (or, if elected by Landlord in its sole discretion, a title insurance commitment, certificate of title or other similar instrument) issued by a reputable title insurance company as the basis for determining the appropriate Permitted Leasehold Mortgagee who is entitled to such New Lease or (ii) with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, the statement with respect to relative priority of Permitted Leasehold Mortgages contained in the applicable notice delivered pursuant to Section 17.1(b)(i), provided that any such statement that provides that any such Permitted Leasehold Mortgage described in this clause (ii) is senior or prior to any Permitted Leasehold Mortgage evidenced by a recorded security instrument shall only be effective to the extent it is consented to in writing by the Permitted Leasehold Mortgagee in respect of such Permitted Leasehold Mortgage evidenced by a recorded security instrument.

(h) Permitted Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein contained shall require any Permitted Leasehold Mortgagee to cure any Incurable Default in order to comply with the provisions of Sections 17.1(d) and 17.1(e), or as a condition of entering into the New Lease provided for by Section 17.1(f). For the avoidance of doubt, upon such foreclosure and/or the effectuation of such a New Lease in accordance with the provisions, terms and conditions hereof, any such defaults are automatically deemed waived through the effective date of such foreclosure or New Lease as to any such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee, as the new tenant hereunder or under the New Lease, as applicable (it being understood that the provisions of this sentence shall not be deemed to relieve such new tenant of its obligations to comply with this Lease or such New Lease from and after the effective date of such foreclosure or New Lease).

(i) Casualty Loss. A standard mortgagee clause naming each Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that (and, in all events, Tenant agrees that) the insurance proceeds are to be applied in the manner specified in this Lease and the Permitted Leasehold Mortgage shall so provide; except that the Permitted Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant (but not such proceeds, if any, payable jointly to Landlord and Tenant or to Landlord, to the Fee Mortgagee or to a third-party escrowee) pursuant to the provisions of this Lease.

(j) Arbitration; Legal Proceedings. Landlord shall give prompt notice to each Permitted Leasehold Mortgagee (for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof) of any arbitration (including a determination of Fair Market Ownership Value or Fair Market Base Rental Value) or legal proceedings between Landlord and Tenant involving obligations under this Lease.

(k) Notices. Notices from Landlord to the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof shall be provided in the method provided in Article XXXV hereof to the address furnished Landlord pursuant to subsection (b) of this Section 17.1, and those from the Permitted Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Article XXXV hereof. Such notices, demands and requests shall be given in the manner described in this Section 17.1 and in Article XXXV and shall in all respects be governed by the provisions of those sections.

(l) Limitation of Liability. Notwithstanding any other provision hereof to the contrary, (i) Landlord agrees that any Permitted Leasehold Mortgagee's liability to Landlord in its capacity as Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against such Permitted Leasehold Mortgagee's interest in the Leasehold Estate and the other collateral granted to such Permitted Leasehold Mortgagee to secure the obligations under the loan secured by the applicable Permitted Leasehold Mortgage, and (ii) each Permitted Leasehold Mortgagee agrees that Landlord's liability to such Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against Landlord's interest in the Leased Property, and no recourse against Landlord shall be had against any other assets of Landlord whatsoever.

(m) Sale Procedure. If this Lease has been terminated, the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof with the most senior lien on the Leasehold Estate shall have the right to make the determinations and agreements on behalf of Tenant under Article XXXVI, in each case, in accordance with and subject to the terms and provisions of Article XXXVI.

(n) Third Party Beneficiary. Each Permitted Leasehold Mortgagee (for so long as such Permitted Leasehold Mortgagee holds a Permitted Leasehold Mortgage) is an intended third-party beneficiary of this Article XVII entitled to enforce the same as if a party to this Lease.

(o) The fee title to the Leased Property and the Leasehold Estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

**17.2 Landlord Cooperation with Permitted Leasehold Mortgage.** If, in connection with granting any Permitted Leasehold Mortgage or entering into an agreement relating thereto, Tenant shall request in writing (i) reasonable cooperation from Landlord or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Permitted Leasehold Mortgagee, Landlord shall reasonably cooperate with such request, so long as (a) no Tenant Event of Default is continuing, (b) all reasonable documented out-of-pocket costs and expenses incurred by Landlord, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Tenant, and (c) any requested action, including any amendments or modification of this Lease, shall not (i) increase Landlord's monetary obligations under this Lease by more than a de minimis extent, or increase Landlord's non-monetary obligations under this Lease in any material respect or decrease Tenant's obligations in any material respect, (ii) diminish Landlord's rights under this Lease in any material respect, (iii) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, (iv) adversely impact Landlord's (or any Affiliate of Landlord's) tax treatment or position, (v) result in this Lease not constituting a "true lease", or (vi) result in a default under the Fee Mortgage Documents.

## ARTICLE XVIII

### TRANSFERS BY LANDLORD

**18.1 Transfers Generally.** Landlord may sell, assign, transfer or convey, without Tenant's consent, the Leased Property, in whole (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) but not in part (unless in part due to a transaction in which multiple Affiliates of a single Person (collectively, "Affiliated Persons") will own the Leased Property as tenants in common, but only if this Lease remains as a single, indivisible Lease and all such Landlord Affiliated Persons execute a joinder to this Lease as "Landlord", on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Tenant and Landlord) to a single transferee (such transferee, such tenants in common or any other permitted transferee of this Lease, in each case, (an "Acquirer") and, in connection with such transaction, this Lease shall be assigned to the applicable Acquirer such that the Acquirer shall become successor Landlord as if an original party to this Lease. All Acquirers shall execute a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. If Landlord (including any permitted successor Landlord) shall convey the entire Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) in accordance with the terms of this Lease, other than as security for a debt, and the applicable Acquirer expressly assumes all



obligations of Landlord arising after the date of the conveyance, Landlord shall thereupon be released from all future liabilities and obligations of Landlord under this Lease arising or accruing from and after the date of such conveyance or other transfer and all such future liabilities and obligations shall thereupon be binding upon such applicable Acquirer. Without limitation of the preceding provisions of this Section 18.1, any or all of the following shall be freely permitted to occur: (i) any transfer of the Leased Property, in whole but not in part (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis), to a Fee Mortgagee (in each case, subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) in accordance with the terms of this Lease (including any transfer of the direct or indirect equity interests in Landlord), which transfer may include, without limitation, a transfer by foreclosure brought by the Fee Mortgagee or a transfer by a deed in lieu of foreclosure, assignment in lieu of foreclosure or other transaction in lieu of foreclosure; (ii) a merger transaction or other similar disposition affecting Landlord REIT or a sale by Landlord REIT directly or indirectly involving the Leased Property (so long as (x) upon consummation of such transaction, all of the Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person (or multiple Affiliated Persons as tenants in common) and (y) such surviving Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder) (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord); (iii) a sale/leaseback transaction by Landlord with respect to the entire Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) (provided (x) the overlandlord under the resulting overlease agrees that, in the event of a termination of such overlease, this Lease shall continue in effect as a direct lease between such overlandlord and Tenant and (y) the overlease shall not impose any new, additional or more onerous obligations on Tenant without Tenant's prior written consent in Tenant's sole discretion (and without limiting the generality of the foregoing, the overlease shall not impose any additional monetary obligations (whether for payment of rents under such overlease or otherwise) on Tenant), subject to and in accordance with all of the provisions, terms and conditions of this Lease; (iv) any sale of any indirect interest in the Leased Property that does not change the identity of Landlord hereunder, including without limitation a participating interest in Landlord's interest under this Lease or a sale of Landlord's reversionary interest in the Leased Property so long as Landlord remains the only party with authority to bind the Landlord under this Lease, or (v) a sale or transfer to an Affiliate of Landlord or a joint venture entity in which any Affiliate of Landlord is the managing member or partner, so long as (x) upon consummation of such transaction, all of the Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person or multiple Affiliated Persons as tenants in common and (y) such Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord. Notwithstanding anything to the contrary herein, Landlord shall not sell, assign, transfer or convey the Leased Property, or assign this Lease, to (I) a Tenant Prohibited Person (as defined in the MLSA), (II) a Manager Prohibited Person (as defined in the MLSA), or (III) any Person that is associated with a Person who has been found "unsuitable", denied a

Gaming License or otherwise precluded from participation in the Gaming Industry by any Gaming Authority where such association may adversely affect, any of Tenant's or its Affiliates' Gaming Licenses or Tenant's or its Affiliates' then-current standing with any Gaming Authority. Any transfer by Landlord under this Article XVIII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such transfer shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained. Tenant shall attorn to and recognize any successor Landlord in connection with any transfer(s) permitted under this Article XVIII as Tenant's "landlord".

**18.2 Intentionally Omitted.**

**18.3 Intentionally Omitted.**

**18.4 Transfers to Tenant Competitors.** In the event that, and so long as, Landlord is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

(a) Without limitation of Section 23.1(c) of this Lease, Tenant shall not be required to deliver the information required to be delivered to such Landlord pursuant to Section 23.1(b) hereof to the extent the same would give such Landlord a "competitive" advantage with respect to markets in which such Landlord and Tenant or CEC might be competing at any time (it being understood that such Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant's compliance with the terms of this Lease) (and such Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only such Landlord's auditors (which for this purpose shall be a "big four" firm designated by such Landlord) and attorneys (as reasonably approved by Tenant) (and not Landlord or any Affiliates of such Landlord or any direct or indirect parent company of such Landlord or any Affiliate of such Landlord) are provided access to such information or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(b) Certain of Landlord's consent or approval rights set forth in this Lease shall be eliminated or modified, as follows:

(i) Clause (vii) of the definition of Primary Intended Use shall be deleted, and clause (v) of the definition of Primary Intended Use shall be modified to read as follows: "(v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing or innovative or state-of-the-art hotel, resort and gaming industry use, and/or".

(ii) Without limitation of the other provisions of Section 10.1(a), the approval of Landlord shall not be required under (1) Section 10.1(a)(1) for Alterations and Capital Improvements in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), and (2) Section 10.2(b) for approval of the Architect thereunder.

(c) With respect to all consent, approval and decision-making rights granted to such Landlord under the Lease relating to competitively sensitive matters pertaining to the use and operation of the Leased Property and Tenant's business conducted thereat (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Lease), such Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from such Landlord's management or Board of Directors. Any dispute over whether a particular decision should be determined by such independent committee shall be submitted for resolution by an Expert pursuant to Section 34.2 hereof.

Tenant acknowledges and agrees that (x) as of the Commencement Date, Joliet Partner is a minority interest holder in the landlord under the Joliet Lease and does not Control such landlord; and (y) for so long as the circumstances in clause (x) continue and the Joliet Partner continues to own no more than twenty percent (20%) of the interest in such landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

## **ARTICLE XIX**

### **HOLDING OVER**

If Tenant shall for any reason remain in possession of the Leased Property after the Expiration Date without the consent, or other than at the request, of Landlord, such possession shall be as a month-to-month tenant during which time Tenant shall pay as Rent each month an amount equal to (a) two hundred percent (200%) of the monthly installment of Rent applicable as of the Expiration Date, and (b) all Additional Charges and all other sums payable by Tenant pursuant to this Lease. During such period of month-to-month tenancy, Tenant shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder other than the right, to the extent given by law to month-to-month tenancies, to continue its occupancy and use of the Leased Property. Nothing contained herein shall constitute the consent, express or implied, of Landlord to the holding over of Tenant after the Expiration Date. This Article XIX is subject to Tenant's rights and obligations under Article XXXVI below, and it is understood and agreed that any possession of the Leased Property after the Expiration Date pursuant to such Article XXXVI shall not constitute a hold over subject to this Article XIX.

## **ARTICLE XX**

### **RISK OF LOSS**

The risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property or any part thereof as a consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Landlord and Persons claiming from, through or under Landlord) during the Term is assumed by Tenant, and except as otherwise expressly provided herein no such event shall entitle Tenant to any abatement of Rent.

## INDEMNIFICATION

**21.1 General Indemnification.**

(i) In addition to the other indemnities contained herein, and notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Tenant shall protect, indemnify, save harmless and defend Landlord and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "Landlord Indemnified Parties"; each individually, a "Landlord Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against the Landlord Indemnified Parties (excluding any indirect, special, punitive or consequential damages as provided in Section 41.3) by reason of any of the following (in each case, other than to the extent resulting from Landlord's gross negligence or willful misconduct or default hereunder or the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise)): (i) any accident, injury to or death of Persons or loss of or damage to property occurring on or about the Facility (or any part thereof) or adjoining sidewalks under the control of Tenant or any Subtenant; (ii) any use, misuse, non-use, condition, maintenance or repair by Tenant of the Facility (or any part thereof); (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) any claim for malpractice, negligence or misconduct committed by Tenant or any Person on or from the Facility (or any part thereof); (v) the violation by Tenant of any Legal Requirement (including any Gaming Regulations) or Insurance Requirements; (vi) the non-performance of any contractual obligation, express or implied, assumed or undertaken by Tenant with respect to the Facility (or any part thereof) or any business or other activity carried on in relation to the Facility (or any part thereof) by Tenant; (vii) any lien or claim that may be asserted against the Facility (or any part thereof) arising from any failure by Tenant to perform its obligations hereunder or under any instrument or agreement affecting the Facility (or any part thereof); (viii) any third-party claim asserted against Landlord as a result of Landlord being a party to the MLSA or arising from Tenant's or Manager's or CEC's failure to perform their respective obligations under the MLSA, in each case so long as such claim does not result from Landlord's actions; and (ix) all amounts actually payable by a Landlord Indemnified Party to any Fee Mortgage Securitization Indemnitee under any Existing Fee Mortgage Document as in effect as of the date hereof in the nature of indemnification as a result of any Tenant Securitization Certification being inaccurate. Any amounts which become payable by Tenant under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, or, with respect to amounts payable by Tenant under the foregoing clause (ix), when such amounts become payable under the applicable Fee Mortgage Document, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Tenant, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Landlord Indemnified Parties. For purposes of this Article XXI, any acts or

omissions of Tenant or any Subtenant or any Subsidiary, as applicable, or by employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of Tenant or any Subtenant or any Subsidiary, as applicable (including, without limitation, Manager or anyone acting by, through or on behalf of Manager) (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

(ii) Notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Landlord shall protect, indemnify, save harmless and defend Tenant and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the “Tenant Indemnified Parties”; each individually, a “Tenant Indemnified Party”) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable documented attorneys’, consultants’ and experts’ fees and expenses, imposed upon or incurred by or asserted against the Tenant Indemnified Parties (excluding any indirect, special, punitive or consequential damages as provided in Section 41.3) by reason of (A) Landlord’s gross negligence or willful misconduct hereunder, other than to the extent resulting from Tenant’s gross negligence or willful misconduct or default hereunder, and (B) the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise). Any amounts which become payable by Landlord under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Landlord, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Tenant Indemnified Parties. For purposes of this Article XXI, any acts or omissions of Landlord, or by employees, agents, contractors, subcontractors or others acting for or on behalf of Landlord (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Landlord.

**21.2 Encroachments, Restrictions, Mineral Leases, etc.** If any of the Leased Improvements shall encroach upon any property, street or right-of-way, or shall violate any restrictive covenant or other similar agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, or the use of the Leased Property or any portion thereof is impaired, limited or interfered with by reason of the exercise of the right of surface entry or any other provision of a lease or reservation of any oil, gas, water or other minerals, then, promptly upon the request of Landlord or any Person affected by any such encroachment, violation or impairment (collectively, a “Title Violation”), Tenant, subject to its right to contest the existence of any such encroachment, violation or impairment to the extent provided in this Lease, and without limitation of any of Tenant’s obligations otherwise set forth in this Lease (to the extent applicable), shall (i) in the case of any third party claims (excluding for the avoidance of doubt those made by Affiliates of Landlord) based on or resulting from such Title Violation, protect, indemnify, save harmless and defend the Landlord Indemnified Parties from and against, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, any and all losses, liabilities, obligations, claims, damages, penalties, causes of action,

costs and expenses (including reasonable documented attorneys', consultants' and experts' fees and expenses) based on or arising by reason of any such third party claim based on or resulting from such Title Violation; provided, however, that Tenant shall be required to so protect, indemnify, save harmless and defend the Landlord Indemnified Parties only to the extent that the proceeds from Landlord's title insurance policies are not sufficient to cover such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (it being understood that if Tenant pays any such amounts that are contemplated hereunder to be covered by Landlord's title insurance policies, then Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord's out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however, Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith) and (ii) to the extent that no third party makes a claim with respect to such Title Violation, Landlord shall not require Tenant to cure any of the foregoing matters unless it would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and in the event Tenant so cures any such matters, (A) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of such cure (after giving effect to such title insurance proceeds), and (B) Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord's out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however, Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith. In the event of an adverse final determination with respect to any such encroachment, violation or impairment, (a) either of Tenant or Landlord shall obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, or (b) Tenant shall make such changes in the Leased Improvements, and take such other actions, in each case reasonably acceptable to Landlord, as Tenant in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and in any event take all such actions as may be necessary in order to be able to continue the operation of the applicable portion of the Leased Property for the Primary Intended Use substantially in the manner and to the extent the applicable portion of the Leased Property was operated prior to the assertion of such encroachment, violation or impairment; provided that, (i) unless required under an adverse final determination of a claim brought by a third party other than Landlord or any Affiliate of Landlord, Tenant shall not be required to obtain any such waivers or settlements, make any such changes or take any such other actions unless such encroachment, violation or impairment otherwise would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and (ii) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with

respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of obtaining such waivers or settlements, making any such changes or taking any such other actions. Tenant's obligations under this Section 21.2 shall be in addition to and shall in no way discharge or diminish any obligation of any insurer under any policy of title or other insurance and, to the extent of any recovery under any title insurance policy, Tenant shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of any sums recovered by Landlord under any such policy of title or other insurance (net of Landlord's out-of-pocket costs incurred in seeking such recovery) up to the maximum amount paid by Tenant in accordance with this Section 21.2 and Landlord, upon request by Tenant, shall pay over to Tenant the applicable portion of such sum paid to Landlord in recovery on such claim. Landlord agrees to use reasonable efforts to seek recovery under any policy of title or other insurance under which Landlord is an insured party for all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable documented attorneys', consultants' and experts' fees and expenses) based on or arising by reason of any such encroachment, violation or impairment as set forth in this Section 21.2; provided, however, that in no event shall Landlord be obligated to institute any litigation, arbitration or other legal proceedings in connection therewith unless Landlord is reasonably satisfied that Tenant has the financial resources needed to fund all or fifty percent (50%) (as applicable) of the expenses of such litigation and Tenant and Landlord have agreed upon the terms and conditions on which such funding will be made available by Tenant, including, but not limited to, the mutual approval of a litigation budget.

## ARTICLE XXII

### TRANSFERS BY TENANT

**22.1 Subletting and Assignment.** Other than as expressly provided herein (including in respect of Permitted Leasehold Mortgages under Article XVII, and the permitted Subleases and assignments described in this Article XXII), Tenant shall not, without Landlord's prior written consent (which, except as specifically set forth herein, may be withheld in Landlord's sole and absolute discretion), (w) voluntarily or by operation of law assign (which term includes any transfer, sale, encumbering, pledge or other transfer or hypothecation), directly or indirectly, in whole or in part, this Lease or Tenant's Leasehold Estate, (x) let or sublet (or sub-sublet, as applicable) all or any part of the Facility, or (y) other than in accordance with the express terms of the MLSA, replace Manager or another wholly-owned subsidiary of CEC as Manager under the MLSA (other than with another wholly-owned subsidiary of CEC). Tenant acknowledges that Landlord is relying upon the expertise of Tenant in the operation (and of Manager or such other Affiliate of CEC in the management) of the Facility hereunder and that Landlord entered into this Lease with the expectation that Tenant would remain in and operate (and Manager or such other Affiliate of CEC would manage) the Facility during the entire Term. Any Change of Control (or, subject to Section 22.2 below, any transfer of direct or indirect interests in Tenant that results in a Change of Control) shall constitute an assignment of Tenant's interest in this Lease within the meaning of this Article XXII and the provisions requiring consent contained herein shall apply thereto. Notwithstanding anything set forth herein, except as expressly provided in Section 22.2(i) or in Article XI of the MLSA, no assignment or direct or indirect transfer of any nature (whether or not permitted hereunder) shall have the effect of releasing Tenant, Guarantor or Manager from their respective obligations under the MLSA.

**22.2 Permitted Assignments and Transfers.** Subject to compliance with the provisions of Section 22.4, as applicable, and Article XL, Tenant (or a third-party as applicable to the extent expressly referenced below), without the consent of Landlord, may:

(i) (a) subject to and in accordance with Section 17.1, assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant), in whole, but not in part, to a Permitted Leasehold Mortgagee for collateral purposes pursuant to a Permitted Leasehold Mortgage, (b) assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant) to such Permitted Leasehold Mortgagee, its Permitted Leasehold Mortgagee Designee or any other purchaser following any foreclosure or transaction in lieu of foreclosure of the Permitted Leasehold Mortgage, and (c) assign this Lease (and/or direct or indirect interests in Tenant) to any subsequent purchaser thereafter (provided such subsequent purchaser is not CEC, any Affiliate of CEC or any other Prohibited Leasehold Agent), in each case, solely in connection with or following a foreclosure of, or transaction in lieu of foreclosure of, a Permitted Leasehold Mortgage; provided, however, that immediately upon giving effect to any Lease Foreclosure Transaction, (1) subject to the last sentence of this Section 22.2, at the option of Foreclosure Successor Tenant, either of the following conditions (A) or (B) shall be satisfied (the “Tenant Transferee Requirement”): (A) (x) a Qualified Transferee will be the replacement Tenant hereunder or will Control, and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in, Tenant or such replacement Tenant, (y) a replacement lease guarantor that is a Qualified Replacement Guarantor will have provided a Replacement Guaranty of the Lease, and (z) the Leased Property shall be managed pursuant to a Replacement Management Agreement by a Qualified Replacement Manager or a manager that is expressly approved in writing by Landlord or (B) (x) a transferee that satisfies the requirements set forth in clauses (b) through (i) in the definition of Qualified Transferee will be the replacement Tenant or will Control and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in Tenant, (y) the Lease shall continue to be guaranteed by Guarantor under the MLSA (unless Landlord previously expressly consented in writing to the termination of the MLSA) (it being understood that in any event under this clause (B) Guarantor’s obligations under the MLSA shall continue in full force and effect, without any reduction or impairment whatsoever, and without the need to reaffirm the same), and (z) the Property shall be managed by the Manager (or a replacement manager previously appointed by Landlord following a Termination for Cause (as defined under the MLSA)) under the MLSA (or a replacement management agreement previously approved by Landlord); (2) the transferee and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) and all other licenses, approvals, and permits required for such transferee to be Tenant under this Lease; (3) the transferee and its equity holders will comply with all customary “know your customer” requirements of any Fee Mortgagee; (4) a single Person or multiple Affiliated Persons as tenants in common (each of which satisfy the Tenant Transferee Requirement) (provided such Affiliated Persons have executed a joinder to this Lease as the “Tenant” on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Landlord) shall own, directly, all of Tenant’s Leasehold Estate and be Tenant under this Lease; and (5) the Foreclosure Successor Tenant shall (i) provide written notice to Landlord at



least thirty (30) days prior to the closing of the applicable Lease Foreclosure Transaction, specifying in reasonable detail the nature of such Lease Foreclosure Transaction and such additional information as Landlord may reasonably request in order to determine that the requirements of this Section 22.2(i) are satisfied, which notice shall be accompanied by proposed forms of the Lease Assumption Agreement, the amendment to this Lease contemplated by the penultimate paragraph of this Section 22.2, and if clause (1)(A) applies, the forms of proposed Replacement Guaranty and Replacement Management Agreement, (ii) assume (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, cause Tenant to reaffirm) in writing (in a form reasonably acceptable to Landlord) the obligations of Tenant under this Lease, the MLSA (to the extent the Property shall continue to be managed by the Manager under the MLSA), and all applicable Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the closing of the Lease Foreclosure Transaction (a "Lease Assumption Agreement"), (iii) provide Landlord with a copy of any such Lease Assumption Agreement and all other documents required under this Section 22.2(i) as executed at such closing promptly following such closing and (iv) provide Landlord with a customary opinion of counsel reasonably satisfactory to Landlord with respect to the execution, authorization, and enforceability and other customary matters;

(ii) upon prior written notice to Landlord, assign this Lease in entirety to an Affiliate of Tenant, to CEC or an Affiliate of CEC, provided, that such assignee becomes party to and assumes (in a form reasonably satisfactory to Landlord) this Lease, the MLSA and all applicable Lease/MLSA Related Agreements to which Tenant is a party (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Lease, the MLSA or any of the other Lease/MLSA Related Agreements);

(iii) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) on a nationally-recognized exchange; provided, however, that, in the event of a Change of Control of CEC, then the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facility must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days' prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (iii) (to the extent in Tenant's possession or reasonable control, and subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Facility will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply));

(iv) transfer any direct or indirect interests in Tenant so long as a Change of Control does not result, provided Landlord shall be given prior written notice of any transfer of ten percent (10%) or more (in the aggregate) direct or indirect ownership interest in Tenant of which transfer Tenant or CEC has actual knowledge other than any such transfer on a nationally recognized exchange;

(v) transfer direct or indirect interests in CEC; provided, however, that in the event of a Change of Control of CEC, the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facility must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days' prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (v) (to the extent in Tenant's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Facility will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply)); and/or

(vi) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) in connection with a transfer of all of the assets (other than assets which in the aggregate are de minimis) of CEC; provided, that all requirements of Section 11.3.3 of the MLSA in connection with a Substantial Transfer (as defined in the MLSA) of CEC shall have been complied with in all respects; provided, however, that CEC shall not be released from its obligations under the MLSA and the applicable transferee shall assume, jointly and severally with CEC (in a form reasonably satisfactory to Landlord), all of CEC's obligations under the MLSA.

In connection with any transaction permitted pursuant to Section 22.2(i), the applicable Successor Foreclosure Tenant and Landlord shall make such amendments and other modifications to this Lease as are reasonably requested by either such party as needed to give effect to such transaction and such technical amendments as may be reasonably necessary or appropriate in connection with such transaction including technical changes in the provisions of this Lease regarding delivery of Financial Statements from Tenant and CEC to reflect the changed circumstances of Tenant, any interest holders in Tenant or Guarantor (provided, that, in all events, any such amendments or modifications shall not increase any Party's monetary obligations under this Lease by more than a de minimis extent or any Party's non-monetary obligations under this Lease in any material respect or diminish any Party's rights under this Lease in any material respect; provided, further, it is understood that delivery by any applicable Qualified Replacement Guarantor or parent of a replacement Tenant of Financial Statements and other reporting consistent with the requirements of Article XXIII hereof shall not be deemed to increase Tenant's obligations or decrease Tenant's rights under this Lease). After giving effect to any such transaction, unless the context otherwise requires, references to Tenant shall be deemed to refer to the Successor Foreclosure Tenant permitted under this Section 22.2.

Notwithstanding anything otherwise contained in this Lease, Landlord and Tenant acknowledge that Landlord entered into this Lease with the expectation that (x) the Leased Property and the Other Leased Property would be under common management by the Manager pursuant to the MLSA and the Other MLSA, respectively, and (y) the Leased Property would be operated under the CPLV Brand and Trademark and other CPLV Trademark and the other Licensed Trademarks (each as defined in the CPLV Trademark License), and the Other Leased

Property would be operated under the Brands (as defined in the Other Leases). Accordingly, absent Landlord's express written consent, no assignment or other transfer shall be permitted under Section 22.2(i)(1)(A) or Section 22.2(i)(1)(B) unless, upon giving effect to such assignment or other transfer, (i) unless the Manager of the Leased Property or the manager of the Other Leased Property has been terminated pursuant to a Termination for Cause under and as defined in the MLSA or applicable Other MLSA, the manager of the Leased Property is the same Person (or an Affiliate of such Person) that is then managing the Other Leased Property, (ii) the Leased Property continues to be operated under the "Caesars Palace" Brand (including pursuant to the CPLV Trademark License) and all other Property Specific IP, and (iii) so long as the Leased Property is managed by Manager or any other Affiliate of CEC, the Leased Property continues to be granted access to the System-wide IP and Property Related IP at least consistent with the access granted to the Leased Property prior to any such assignment or other transfer.

Notwithstanding anything to the contrary herein, any transfer of Tenant's interest in this Lease or the Leasehold Estate shall be subject to compliance with all Gaming Regulations, including receipt of all applicable Gaming Licenses and shall not result in the loss or violation of any Gaming License for the Leased Property.

**22.3 Permitted Sublease Agreements.** Notwithstanding the provisions of Section 22.1, but subject to compliance with the provisions of this Section 22.3 and of Section 22.4 and Article XL, provided that no Tenant Event of Default shall have occurred and be continuing, Tenant may enter into any Sublease (including sub-subleases, license agreements and other occupancy arrangements, but excluding any Sublease for all or substantially all of the Leased Property) without the consent of Landlord, provided, that, (i) Tenant is not released from any of its obligations under this Lease, (ii) such Sublease is made for bona fide business purposes in the normal course of the Primary Intended Use, and is not designed with the intent to avoid payment of Variable Rent or otherwise avoid any of the requirements or provisions of this Lease, (iii) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new Lease of the Leased Property with a third Person following the Expiration Date, (iv) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of the Facility, including any Gaming Facilities, (v) any Sublease of all or substantially all of the Facility shall be subject to the consent of Landlord and the applicable Fee Mortgagee, and (vi) the Subtenant and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) in connection with such Sublease; provided, further, that, notwithstanding anything otherwise set forth herein, the following are expressly permitted without such consent: (A) the Specified Subleases and any renewals or extensions in accordance with their terms, respectively, or non-material modifications thereto and (B) any Subleases to Affiliates of Tenant that are necessary or appropriate for the operation of the Facility, including any Gaming Facilities, in connection with licensing requirements (e.g., gaming, liquor, etc.) (provided the same are expressly subject and subordinate to this Lease); provided, further, however, that, notwithstanding anything otherwise set forth herein, the portion(s) of the Leased Property subject to any Subleases (other than the Specified Subleases and other than Subleases to Affiliates of CEC) shall not be used for Gaming purposes or other core functions or spaces at the Facility (e.g., hotel room areas) (and any such Subleases to persons that are not Affiliates of CEC in respect of Leased Property used or to be used in whole or in part for Gaming purposes or other core functions or spaces (e.g., hotel room areas) shall be subject to Landlord's prior written

consent not to be unreasonably withheld). If reasonably requested by Tenant in respect of a Subtenant (including any sub-sublessee, as applicable) permitted hereunder that is neither a Subsidiary nor an Affiliate of Tenant or Guarantor, with respect to a Material Sublease, Landlord and any such Subtenant (or sub-sublessee, as applicable) shall enter into a subordination, non-disturbance and attornment agreement with respect to such Material Sublease in a form reasonably satisfactory to Landlord, Tenant and the applicable Subtenant (or sub-sublessee, as applicable) (and if a Fee Mortgage is then in effect, Landlord shall use reasonable efforts to seek to cause the Fee Mortgagee to enter into a subordination, non-disturbance and attornment agreement substantially in the form customarily entered into by such Fee Mortgagee at the time of request with similar subtenants (subject to adjustments and modifications arising out of the specific nature and terms of this Lease and/or the applicable Sublease)). After a Tenant Event of Default has occurred and while it is continuing, Landlord may collect rents from any Subtenant and apply the net amount collected to the Rent, but no such collection shall be deemed (A) a waiver by Landlord of any of the provisions of this Lease, (B) the acceptance by Landlord of such Subtenant as a tenant or (C) a release of Tenant from the future performance of its obligations hereunder. Notwithstanding anything otherwise set forth herein, Landlord shall have no obligation to enter into a subordination, non-disturbance and attornment agreement with any Subtenant with respect to a Sublease, (1) the term of which extends beyond the then Stated Expiration of this Lease, unless the applicable Sublease is on commercially reasonable terms at the time in question taking into consideration, among other things, the identity of the Subtenant, the extent of the Subtenant's investment into the subleased space, the term of such Sublease and Landlord's interest in such space (including the resulting impact on Landlord's ability to lease the Leased Property on commercially reasonable terms after the Term of this Lease), or (2) that constitutes a management arrangement. Tenant shall furnish Landlord with a copy of each Material Sublease that Tenant enters into promptly following the making thereof (irrespective of whether Landlord's prior approval was required therefor). In addition, promptly following Landlord's request therefor, Tenant shall furnish to Landlord (to the extent in Tenant's possession or under Tenant's reasonable control) copies of all other Subleases with respect to the Leased Property specified by Landlord. Without limitation of the foregoing, Tenant acknowledges it has furnished to Landlord a subordination agreement of even date herewith that is binding on all Subtenants that are Subsidiaries or Affiliates of Tenant or Guarantor, pursuant to which subordination agreement, among other things, all such Subtenants have subordinated their respective Subleases to this Lease and all of the provisions, terms and conditions hereof. Further, Tenant hereby represents and warrants to Landlord that as of the effective date of the Lease, there exists no Sublease other than the Specified Subleases.

**22.4 Required Subletting and Assignment Provisions.** Any Sublease permitted hereunder and entered into after the Commencement Date must provide that:

- (i) the use of the Leased Property (or portion thereof) thereunder shall not conflict with any Legal Requirement or any other provision of this Lease;
- (ii) in the case of a Sublease, in the event of cancellation or termination of this Lease for any reason whatsoever or of the surrender of this Lease (whether voluntary, involuntary or by operation of law) prior to the expiration date of such Sublease, including extensions and renewals granted thereunder without replacement of this Lease by a New Lease pursuant to Section 17.1(f), then, subject to Article XXXVI, (a) upon the request of Landlord

(in Landlord's discretion), the Subtenant shall make full and complete attornment to Landlord for the balance of the term of the Sublease, which attornment shall be evidenced by an agreement in form and substance reasonably satisfactory to Landlord and which the Subtenant shall execute and deliver within five (5) days after request by Landlord and the Subtenant shall waive the provisions of any law now or hereafter in effect which may give the Subtenant any right of election to terminate the Sublease or to surrender possession in the event any proceeding is brought by Landlord to terminate this Lease and (b) to the extent such Subtenant (and each subsequent subtenant separately permitted hereunder) is required to attorn to Landlord pursuant to subclause (a) above, the aforementioned attornment agreement shall recognize the right of the subtenant (and such subsequent subtenant) under the applicable Sublease and contain commercially reasonable, customary non-disturbance provisions for the benefit of such subtenant, so long as such Subtenant is not in default thereunder; and

(iii) in the case of a Sublease, in the event the Subtenant receives a written notice from Landlord stating that this Lease has been cancelled, surrendered or terminated and not replaced by a New Lease pursuant to Section 17.1(f), then the Subtenant shall thereafter be obligated to pay all rentals accruing under said Sublease directly to Landlord (or as Landlord shall so direct); all rentals received from the Subtenant by Landlord shall be credited against the amounts owing by Tenant under this Lease.

(iv) in the case of a Sublease (other than the Specified Subleases), it shall be subject and subordinate to all of the terms and conditions of this Lease (subject to the terms of any applicable subordination, non-disturbance agreement made pursuant to Section 22.3);

(v) no Subtenant shall be permitted to further sublet all or any part of the Leased Property or assign its Sublease except insofar as the same would be permitted if it were a Sublease by Tenant under this Lease (it being understood that any Subtenant under Section 22.3 may pledge and mortgage its subleasehold estate (or allow the pledge of its equity interests) to its lenders or noteholders;

(vi) in the case of a Sublease, the Subtenant thereunder will, upon request, furnish to Landlord and each Fee Mortgagee an estoppel certificate of the same type and kind as is required of Tenant pursuant to Section 23.1(a) hereof (as if such Sublease was this Lease); and

(vii) the Facility shall be operated under the CPLV Trademark and the other Licensed Trademarks (each as defined in the CPLV Trademark License), and all of Tenant's rights in, to and under Property Specific IP, Property Specific Guest Data and the CPLV Brand and Trademark License and, in the case of an assignment where the Leased Property continues to be managed by Manager or any other Affiliate of CEC, Property Related IP and other System-wide IP, shall also be assigned to the applicable assignee, in each case, to the fullest extent assignable.

Any assignment of the Leased Property permitted hereunder and entered into after the Commencement Date must provide that all of Tenant's rights in, to and under Property Specific IP and Property Specific Guest Data and, in the case of an assignment where the Leased Property continues to be managed by Manager or any other Affiliate of CEC, System-wide IP, shall also be assigned to the applicable assignee, in each case, to the fullest extent applicable.

Any assignment, transfer or Sublease under this Article XXII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such assignment, transfer or Sublease shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained.

**22.5 Costs.** Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket costs and expenses actually incurred in conjunction with the processing and documentation of any assignment, subletting or management arrangement (including in connection with any request for a subordination, non-disturbance and attornment agreement), including reasonable documented attorneys', architects', engineers' or other consultants' fees whether or not such Sublease, assignment or management agreement is actually consummated.

**22.6 No Release of Tenant's Obligations; Exception.** No assignment, subletting or management agreement shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) stipulation which extends the time within which an obligation under this Lease is to be performed, (ii) waiver of the performance of an obligation required under this Lease that is not entered into by Landlord in a writing executed by Landlord and expressly stated to be for the benefit of Tenant or such successor, or (iii) failure to enforce any of the obligations set forth in this Lease *provided* that Tenant shall not be responsible for any additional obligations or liability arising as the result of any modification or amendment of this Lease by Landlord and any assignee of Tenant that is not an Affiliate of Tenant.

**22.7 Bookings.** Tenant may enter into any Bookings that do not cover periods after the expiration of the term of this Lease without the consent of Landlord. Tenant may enter into any Bookings that cover periods after the expiration of the term of this Lease without the consent of Landlord, provided, that, (i) such transaction is in each case made for bona fide business purposes in the normal course of the Primary Intended Use; (ii) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of the Facility, including any Gaming Facilities, (iii) such Bookings are on commercially reasonable terms at the time entered into; and (iv) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new lease of the Leased Property or any portion thereof with a third person following the Expiration Date; provided, further, that, notwithstanding anything otherwise set forth herein, any such Bookings in effect as of the Commencement Date are expressly permitted without such consent. Landlord hereby agrees that in the event of a termination or expiration of this Lease, Landlord hereby recognizes and shall keep in effect such Booking on the terms agreed to by Tenant with such Person and shall not disturb such Person's rights to occupy the Facility in accordance with the terms of such Booking.

**22.8 Merger of CEOC.** The Parties acknowledge that, immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, Landlord consents to such merger.

## REPORTING

**23.1 Estoppel Certificates and Financial Statements.**

(a) Estoppel Certificate. Each of Landlord and Tenant shall, at any time and from time to time upon receipt of not less than ten (10) Business Days' prior written request from the other Party, furnish a certificate (an "Estoppel Certificate") certifying (i) that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect and, if applicable, setting forth any modifications; (ii) the Rent and Additional Charges payable hereunder and the dates to which the Rent and Additional Charges payable have been paid; (iii) that the address for notices to be sent to the Party furnishing such Estoppel Certificate is as set forth in this Lease (or, if such address for notices has changed, the correct address for notices to such party); (iv) whether or not, to its actual knowledge, such Party or the other Party is in default in the performance of any covenant, agreement or condition contained in this Lease (together with back-up calculation and information reasonably necessary to support such determination) and, if so, specifying each such default of which such Party may have knowledge; (v) that Tenant is in possession of the Leased Property; and (vi) responses to such other questions or statements of fact as such other Party may reasonably request. Any such Estoppel Certificate may be relied upon by the receiving Party and any current or prospective Fee Mortgagee (and their successors and assigns), Permitted Leasehold Mortgagee, or purchaser of the Leased Property, as applicable.

(b) Statements. Tenant shall furnish or cause to be furnished the following to Landlord:

(i) As to SPE Tenant: (a) Within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017), annual financial statements audited by an Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for SPE Tenant, plus a calculation of EBITDAR for such Fiscal Year; and (b) within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending March 31, 2018), SPE Tenant's quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows, plus a calculation of EBITDAR for such Fiscal Quarter and the applicable prior year Fiscal Quarter, in each case, to the extent required as an Additional Fee Mortgagee Requirement, together with a certificate, executed by the chief financial officer or treasurer of SPE Tenant, certifying that such financial statements fairly present, in all material respects, the financial position and results of operations of SPE Tenant and its Subsidiaries on a consolidated basis in accordance with GAAP (subject, in the case of quarterly financial statements, to normal year-end audit adjustments and the absence of footnotes);

(ii) As to CEOC:

(A) annual financial statements audited by CEOC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with (1) a report thereon by such Accountant which report shall be unqualified as to scope of audit of CEOC and its Subsidiaries and shall provide in substance that (A) such Financial Statements present fairly the consolidated financial position of CEOC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (B) that the audit by such Accountant in connection with such Financial Statements has been made in accordance with GAAP and (2) a certificate, executed by the chief financial officer or treasurer of CEOC certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, all of which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);

(B) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with a certificate, executed by the chief financial officer or treasurer of CEOC (A) certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, and (B) certifying that such Financial Statements fairly present, in all material respects, the financial position and results of operations of CEOC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes), all of which shall be provided (x) within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending March 31, 2018); and

(C) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT, in each case of clause (i), (ii) and (iii), subject to Section 23.1(c) below;

(iii) As to CEC:

(A) annual financial statements audited by CEC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEC, including the report thereon by such Accountant which shall be unqualified as to scope of audit of CEC and its Subsidiaries and shall provide in substance that (a) such consolidated financial statements present fairly the consolidated financial position of CEC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (b) that the audit by CEC's Accountant in connection with such Financial Statements has been made in accordance with GAAP, which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);



(B) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEC, together with a certificate, executed by the chief financial officer or treasurer of CEC certifying that such Financial Statements fairly present, in all material respects, the financial position and results of operations of CEC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) which shall be provided within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending September 30, 2017);

(C) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT subject to Section 23.1(c) below;

(iv) As soon as it is prepared and in no event later than sixty (60) days after the end of each Fiscal Year, a statement of Net Revenue with respect to the Facility with respect to the prior Lease Year (subject to the additional requirements as provided in Section 3.2 hereof in respect of the periodic determination of the Variable Rent hereunder);

(v) Prompt Notice to Landlord of any action, proposal or investigation by any agency or entity, or complaint to such agency or entity (any of which is called a "Proceeding"), known to Tenant, the result of which Proceeding would reasonably be expected to be to revoke or suspend or terminate or modify in a way adverse to Tenant, or fail to renew or fully continue in effect, (x) any Gaming License, or (y) any other license or certificate or operating authority pursuant to which Tenant carries on any part of the Primary Intended Use of all or any portion of the Leased Property which, in any case under this clause (y) (individually or collectively), would be reasonably expected to cause a material adverse effect on Tenant or in respect of the Facility (and, without limitation, Tenant shall (A) keep Landlord apprised of (1) the status of any annual or other periodic Gaming License renewals, and (2) the status of non-routine matters before any applicable gaming authorities, and (B) promptly deliver to Landlord copies of any and all non-routine notices received (or sent) by Tenant (or Manager) from (or to) any Gaming Authorities);

(vi) Within ten (10) Business Days after the end of each calendar month, a schedule containing any additions to or retirements of any fixed assets constituting Leased Property, describing such assets in summary form, their location, historical cost, the amount of depreciation and any improvements thereto, substantially in the form attached hereto as Exhibit D, and such additional customary and reasonable financial information with respect to such fixed assets constituting Leased Property as is reasonably requested by Landlord, it being understood that Tenant may classify any asset additions in accordance with the fixed asset methodology for propco-opco separation used as of the Commencement Date;

(vii) Within three (3) Business Days of obtaining actual knowledge of the occurrence of a Tenant Event of Default (or of the occurrence of any facts or circumstances which, with the giving of notice or the passage of time would ripen into a Tenant Event of Default and that (individually or collectively would be reasonably expected to result in a material adverse effect on Tenant or in respect of the Facility), a written notice to Landlord regarding the same, which notice shall include a detailed description of the Tenant Event of Default (or such facts or circumstances) and the actions Tenant has taken or shall take, if any, to remedy such Tenant Event of Default (or such facts or circumstances);

(viii) Such additional customary and reasonable financial information related to the Facility, Tenant, CEOC, CEC and their Affiliates which shall be limited to balance sheets and income statements (and, without limitation, all information concerning Tenant, CEOC, CEC and any of their Affiliates, respectively, or the Facility or the business of Tenant conducted thereat required pursuant to the Fee Mortgage Documents, within the applicable timeframes required thereunder), in each case as may be required by any Fee Mortgagee as an Additional Fee Mortgagee Requirement hereunder to the extent required by Section 31.3. Without limitation of the foregoing, in connection with the Existing Fee Mortgage, Tenant will furnish, or cause to be furnished, to Landlord on or before twenty-five (25) days after the end of each calendar month the following items as they pertain to SPE Tenant: (A) a rent roll for the subject month, an occupancy report for the subject month, including an average daily rate and revenue per available room and entertainment operating metrics for the subject month; (B) monthly and year-to-date operating statements prepared for each calendar month, noting gross revenue, net revenue, operating expenses and operating income (not including any contributions to the FF&E Reserve), and other information reasonably necessary and sufficient to fairly represent the financial position and results of operations of SPE Tenant during such calendar month, and containing a comparison of budgeted income and expenses and the actual income and expenses; (C) a calculation of EBITDAR; and (D) PACE reports, in the form attached hereto as Exhibit I;

(ix) The compliance certificates, as and when required pursuant to Section 4.3;

(x) The Annual Capital Budget as and when required in Section 10.5;

(xi) The monthly revenue and Capital Expenditure reporting required pursuant to Section 10.5(b);

(xii) Together with the monthly reporting required pursuant to the preceding clause (xi), an updated rent roll and a summary of all leasing activity then taking place at the Facility;

(xiii) Operating budget for each SPE Tenant for each Fiscal Year, which shall be delivered to Landlord no later than fifty-five (55) days following the commencement of the Fiscal Year to which such operating budget relates;

(xiv) Within five (5) Business Days after request (or as soon thereafter as may be reasonably possible), such further detailed information reasonably available to Tenant with respect to each SPE Tenant as may be reasonably requested by Landlord;

(xv) The quarterly reporting in respect of Bookings required pursuant to Section 22.7 of this Lease;

(xvi) The reporting/copies of Subleases made by Tenant in accordance with Section 22.3;

(xvii) Any notices or reporting required pursuant to Article XXXII hereof or otherwise pursuant to any other provision of this Lease;

(xviii) The monthly reporting required pursuant to Section 4.1 hereof; and

(xix) In connection with any Fee Mortgagee Securitization, Tenant shall, upon the written request of Landlord:

(A) at the sole cost and expense of Landlord (except with respect to the Existing Fee Mortgage, which shall be at the sole cost and expense of Tenant as provided in the final sentence of this clause (xix)), reasonably cooperate with Landlord in providing information with respect to the Property, Tenant or its Affiliates (excluding (i) any material non-public information, (ii) any Competitively Sensitive Information, and (iii) any information subject to bona fide confidentiality restrictions; provided, however, that the information described on Exhibit M shall not be so excluded even if such information qualifies within clauses (i), (ii) or (iii) of this parenthetical), to the extent reasonably requested by such Fee Mortgagee in order to satisfy the market standards to which such Fee Mortgagee customarily adheres or which may be reasonably required by prospective investors and/or rating agencies;

(B) review, re-review and, to the extent accurate, approve (and to the extent inaccurate, identify the same with particularity) portions of any Disclosure Document (or any other similar material required to be reviewed by Landlord under a Fee Mortgage) identified by Landlord to be reviewed by Tenant, which portions shall be limited to any portions relating solely to Tenant Information; provided that, except with respect to the Existing Fee Mortgage, such Disclosure Document shall not contain any Tenant Information (other than Tenant Information described on Exhibit M hereto) that includes any material non-public information, Competitively Sensitive Information or any information subject to bona fide confidentiality restrictions; and

(C) with respect to the Existing Fee Mortgage, deliver a certification to Landlord (i) certifying that the information set forth in such portions of any Disclosure Document approved by Tenant pursuant to the above clause (B) does not at the time furnished contain any untrue statement of any material fact and (ii) certifying as to the accuracy of the representations made by Tenant to Landlord under Section 8.2 and Exhibit L as of the date of the

closing of such Fee Mortgage Securitization, except (x) to the extent that any such representation is made as of a specific date, in which case such representation is accurate and complete in all material respects as of such specific date, and (y) to the extent any such representations require qualification on such date, setting forth such qualifications in reasonable detail (a “Tenant Securitization Certification”).

In connection with a Fee Mortgagee Securitization in connection with the Existing Fee Mortgage, Tenant shall (I) be responsible for the costs of the Existing Fee Mortgagee in connection therewith to the extent Landlord is required under the Existing Fee Mortgage Documents to pay such costs, and (II) reimburse Landlord for any such costs paid by Landlord within twenty (20) days of Landlord’s written request therefor.

The Financial Statements provided pursuant to Section 23.1(b)(iii) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Landlord, PropCo 1, PropCo or Landlord REIT to (x) file such Financial Statements with the SEC if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.2(b).

(c) Notwithstanding the foregoing, Tenant shall not be obligated (1) to provide information or assistance that would give Landlord or its Affiliates a “competitive” advantage with respect to markets in which Landlord REIT and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s compliance with the terms of this Lease (and Landlord, PropCo 1, PropCo or Landlord REIT shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only Landlord’s auditors and attorneys (and not Landlord or Landlord REIT or any other direct or indirect parent company of Landlord) are provided access to such information) or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(d) For purposes of this Section 23.1, the terms “CEC”, “CEOC”, “PropCo 1”, “PropCo” and “Landlord REIT” shall mean, in each instance, each of such parties and their respective successors and permitted assigns.

(e) Notwithstanding the foregoing, except to the extent necessary to comply with the requirements of an Existing Fee Mortgage or the related Existing Fee Mortgage Documents or as otherwise permitted pursuant to Section 23.2(a), Landlord shall not furnish any information it receives under this Section 23.1 to any actual or prospective placement agents, arrangers, underwriters, initial purchasers, investors or lenders, except that Landlord may furnish such information in accordance with and subject to Section 41.22 unless (1) the same constitutes any

of the following and is so identified by Tenant: (i) material non-public information or (ii) information subject to bona fide confidentiality restrictions (provided, however, that the information described on Exhibit M shall not be so excluded even if such information qualifies within clauses (i) or (ii) of this clause (1)); or (2) the same constitutes Competitively Sensitive Information and is so identified by Tenant (provided, however, that the information described on Exhibit M shall not be so excluded even if such information is identified as Competitively Sensitive Information so long as such recipients do not furnish (and are not permitted to furnish) such information to any Tenant Competitor).

### **23.2 SEC Filings; Offering Information.**

(a) Tenant specifically agrees that Landlord, PropCo 1, PropCo or Landlord REIT may file with the SEC or incorporate by reference the Financial Statements referred to in Section 23.1(b)(ii) and (iii) (and Financial Statements referred to in Section 23.1(b)(i) and (ii)) for any prior annual or quarterly periods as required by any Legal Requirements) in Landlord's, PropCo 1's PropCo's or Landlord REIT's filings made under the Securities Act or the Exchange Act to the extent it is required to do so pursuant to Legal Requirements. In addition, Landlord, PropCo 1, PropCo or Landlord REIT may include, cross-reference or incorporate by reference the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements) and other financial information and such information concerning the operation of the Leased Property (1) which is publicly available or (2) the inclusion of which is approved by Tenant in writing, which approval may not be unreasonably withheld, conditioned or delayed, in offering memoranda or prospectuses or confidential information memoranda, or similar publications or marketing materials, rating agency presentations, investor presentations or disclosure documents in connection with syndications, private placements or public offerings of Landlord's, PropCo 1's, PropCo's or Landlord REIT's securities or loans. Unless otherwise agreed by Tenant, neither Landlord, PropCo 1, PropCo nor Landlord REIT shall revise or change the wording of information previously publicly disclosed by Tenant and furnished to Landlord, PropCo 1, PropCo or Landlord REIT pursuant to Section 23 or this Section 23.2, and Landlord's, PropCo 1's PropCo's or Landlord REIT's Form 10-Q or Form 10-K (or amendment or supplemental report filed in connection therewith) shall not disclose the operational results of the Leased Property prior to CEC's, Tenant's or its Affiliate's public disclosure thereof so long as CEC, Tenant or such Affiliate reports such information in a timely manner in compliance with the reporting requirements of the Exchange Act, in any event, no later than ninety (90) days after the end of each Fiscal Year. Landlord agrees to use commercially reasonable efforts to provide a copy of the portion of any public disclosure containing the Financial Statements, or any cross-reference thereto or incorporation by reference thereof (other than cross-references to or incorporation by reference of Financial Statements that were previously publicly filed), or any other financial information or other information concerning the operation of the Leased Property received by Landlord under this Lease, at least two (2) Business Days in advance of any such public disclosure. Without vitiating any other provision of this Lease, the preceding sentence is not intended to restrict Landlord from disclosing such information to any Fee Mortgagee pursuant to the express terms of the Fee Mortgage Documents or in connection with other ordinary course reporting under the Fee Mortgage Documents.

(b) Tenant understands that, from time to time, Landlord, PropCo 1, PropCo or Landlord REIT may conduct one or more financings (including for the avoidance of doubt, any securitization in connection with any such financing), which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to furnish to Landlord, to the extent reasonably requested or required in connection with any such financings, the information referred to in Section 23.1(b) (subject to Section 23.1(c) and Section 23.1(e) as and to the extent applicable), as applicable and in each case including for any prior annual or quarterly periods as required by any Legal Requirements, as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Tenant, CEOC or CEC at such time). In addition, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to provide Landlord and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Landlord, PropCo 1, PropCo or Landlord REIT. Landlord shall reimburse Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.2(b) (and, unless any non-compliance with this Lease to more than a de minimis extent is revealed, any exercise by Landlord of audit rights pursuant to Section 23.1(c)) (including, without limitation, reasonable and documented fees and expenses of accountants and attorneys, but excluding, for the avoidance of doubt, any such fees and expenses incurred in the preparation of the Financial Statements). In addition, Landlord shall indemnify and hold harmless Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them (collectively, "Losses") in connection with any cooperation provided pursuant to this Section 23.2(b) or Section 23.1(b)(xix) (including in connection with any Fee Mortgage Securitization), except to the extent (i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person, (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Tenant to Landlord hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading or (iii) such Losses relate to a Fee Mortgage Securitization in connection with an Existing Fee Mortgage.

This Section 23.2 (except the last sentence hereof) shall not be applicable to a Fee Mortgage Securitization.

### **23.3 Landlord Obligations.**

(a) Landlord agrees that, upon request of Tenant, it shall from time to time provide such information as may be reasonably requested by Tenant with respect to Landlord's, PropCo 1's, PropCo's and Landlord REIT's capital structure and/or any financing secured by this Lease or the Leased Property in connection with Tenant's review of the treatment of this Lease under GAAP.

(b) Landlord further understands and agrees that, from time to time, Tenant, CEOC, CEC or their respective Affiliates may conduct one or more financings (including, for the avoidance of doubt, any securitization in connection with any such financing), which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to furnish to Tenant, to the extent reasonably requested or required in connection with any such financings, the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements), other financial information and cooperation as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Landlord, PropCo 1, PropCo or Landlord REIT at such time) (it being understood that the disclosure of any such information (excluding for the avoidance of doubt the terms of any agreement to which Tenant or any of its Affiliates is a party) to any such Persons by Tenant shall be subject to Section 41.22 hereof as if such Persons were Representatives of Tenant hereunder). In addition, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to provide Tenant and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Tenant, CEOC, CEC or any of their respective Affiliates. Tenant shall reimburse Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.3(b) (including, in each case, without limitation, reasonable and documented fees and expenses of accountants and attorneys and allocated costs of internal employees but excluding, for the avoidance of doubt, any such fees, expenses and allocated costs incurred in the preparation of the Financial Statements). In addition, Tenant shall indemnify and hold harmless Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives from and against any and all Losses in connection with any cooperation provided pursuant to this Section 23.3(b) (including in connection with any securitization), except to the extent (i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person or (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Landlord to Tenant hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading.

(c) The Financial Statements provided pursuant to Section 23.3(b) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Tenant, CEOC or CEC or their respective Affiliates to (x) file such Financial Statements with the SEC if and to the extent that Tenant, CEOC or CEC is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Tenant, CEOC or CEC or their respective affiliates is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.3(b).

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**ARTICLE XXIV**

**LANDLORD'S RIGHT TO INSPECT**

Upon reasonable advance written notice to Tenant, Tenant shall permit Landlord and its authorized representatives (including any Fee Mortgagee and its representatives) to inspect the Leased Property or any portion thereof during reasonable times (or at such time and with such notice as shall be reasonable in the case of an emergency) (and Tenant shall be permitted to have any such representatives of Landlord accompanied by a representative of Tenant). Landlord shall take reasonable care to minimize disturbance of the operations on the applicable portion of the Leased Property.

**ARTICLE XXV**

**NO WAIVER**

No delay, omission or failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy hereunder and no acceptance of full or partial payment of Rent during the continuance of any default or Tenant Event of Default shall impair any such right or constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

**ARTICLE XXVI**

**REMEDIES CUMULATIVE**

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Landlord now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Landlord of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Landlord of any or all of such other rights, powers and remedies.

**ARTICLE XXVII**

**ACCEPTANCE OF SURRENDER**

No surrender to Landlord of this Lease or of the Leased Property or any part thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Landlord, and no act by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, shall constitute an acceptance of any such surrender.



## ARTICLE XXVIII

### NO MERGER

There shall be no merger of this Lease or of the Leasehold Estate created hereby by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, (i) this Lease or the Leasehold Estate created hereby or any interest in this Lease or such Leasehold Estate and (ii) the fee estate in the Leased Property or any portion thereof. If Landlord or any Affiliate of Landlord shall purchase any fee or other interest in the Leased Property or any portion thereof that is superior to the interest of Landlord, then the estate of Landlord and such superior interest shall not merge.

## ARTICLE XXIX

### INTENTIONALLY OMITTED

## ARTICLE XXX

### QUIET ENJOYMENT

So long as no Tenant Event of Default shall have occurred and be continuing, Tenant shall peaceably and quietly have, hold and enjoy the Leased Property for the Term, free of any claim or other action by Landlord or anyone claiming by, through or under Landlord, but subject (i) to the provisions, terms and conditions of this Lease, and (ii) to all liens and encumbrances existing as of the Commencement Date, or thereafter as provided for in this Lease or consented to by Tenant. No failure by Landlord to comply with the foregoing covenant shall give Tenant any right to cancel or terminate this Lease or abate, reduce or make a deduction from or offset against the Rent or any other sum payable under this Lease, or to fail to perform any other obligation of Tenant hereunder. Notwithstanding the foregoing, Tenant shall have the right, by separate and independent action to pursue any claim it may have against Landlord as a result of a breach by Landlord of the covenant of quiet enjoyment contained in this Article XXX.

## ARTICLE XXXI

### LANDLORD FINANCING

#### **31.1 Landlord's Financing.**

(a) Without the consent of Tenant (but subject to the remainder of this Section 31.1), Landlord may from time to time, directly or indirectly, create or otherwise cause to exist any Fee Mortgage upon all of the Leased Property (other than de minimis portions thereof that are not capable of being assigned or transferred) (or upon interests in Landlord which are pledged pursuant to a mezzanine loan or similar financing arrangement). Except with respect to any financing that is not secured by any of Landlord's assets and with respect to which Landlord is not an obligor, Landlord shall cause all Fee Mortgagees to execute a joinder to the Intercreditor Agreement in a form reasonably acceptable to all parties thereto. This Lease is and at all times shall be subordinate to any Existing Fee Mortgage and any other Fee Mortgage which may

hereafter affect the Leased Property or any portion thereof or interest therein and in each case to all renewals, modifications, consolidations, replacements, restatements and extensions thereof or any parts or portions thereof; provided, however, that the subordination of this Lease and Tenant's leasehold interest hereunder to any new Fee Mortgage made after the date hereof, shall be conditioned upon the execution and delivery to Tenant by the respective Fee Mortgagee of a commercially reasonable subordination, nondisturbance and attornment agreement, which will bind Tenant and such Fee Mortgagee and its successors and assigns as well as any person who acquires any portion of the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or a successor owner of the Leased Property (each, a "Foreclosure Purchaser") and which shall provide, among other things, that so long as there is no outstanding and continuing Tenant Event of Default under this Lease (or, if there is a continuing Tenant Event of Default, subject to the rights granted to a Permitted Leasehold Mortgagee as expressly set forth in this Lease), the holder of such Fee Mortgage, and any Foreclosure Purchaser shall not disturb Tenant's leasehold interest or possession of the Leased Property, subject to and in accordance with the terms hereof, and shall give effect to this Lease, including, but not limited to, the provisions of Article XVII which benefit any Permitted Leasehold Mortgagee (as if such Fee Mortgagee or Foreclosure Purchaser were the landlord under this Lease (it being understood that if a Tenant Event of Default has occurred and is continuing at such time, such parties shall be subject to the terms and provisions hereof concerning the exercise of rights and remedies upon such Tenant Event of Default including the provisions of Articles XVI, XVII and XXVI)). In connection with the foregoing and at the request of Landlord, Tenant shall promptly execute a subordination, nondisturbance and attornment agreement that contains commercially reasonable provisions, terms and conditions, in all events complying with this Section 31.1 (it being understood that a subordination, non-disturbance and attornment agreement substantially in the form executed by Tenant and the Fee Mortgagee in connection with the Existing Fee Mortgage shall be deemed to satisfy this Section). In connection with any subsequent Fee Mortgage after the date hereof, as a condition to the Fee Mortgagee holding any of the Fee Mortgage Reserve Accounts, Tenant and such Fee Mortgagee shall have entered into a subordination, nondisturbance and attornment agreement as provided in this Section 31.1(a).

(b) If, in connection with obtaining any Fee Mortgage or entering into any agreement relating thereto, Landlord shall request in writing (i) reasonable cooperation from Tenant or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Fee Mortgagee, Tenant shall reasonably cooperate with such request, so long as (I) no default in any material respect by Landlord beyond applicable cure periods is continuing, (II) all reasonable documented out-of-pocket costs and expenses incurred by Tenant in connection with such cooperation, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Landlord and (III) any requested action, including any amendments or modification of this Lease, shall not (a) increase Tenant's monetary obligations under this Lease by more than a de minimis extent, or increase Tenant's non-monetary obligations under this Lease in any material respect or decrease Landlord's obligations in any material respect, (b) diminish Tenant's rights under this Lease in any material respect, (c) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, or (d) result in this Lease not constituting a "true lease", or (e) result in a default under any Permitted Leasehold Mortgage. The foregoing is not intended to vitiate or supersede the provisions, terms and conditions of Section 31.1 hereof.

(c) To secure Landlord's obligations under any Fee Mortgage, including the Existing Fee Mortgage, Landlord shall have the right to collaterally assign to Fee Mortgagee, all rights title and interest of Landlord in and under this Lease, including in the Tenant's Pledged Property.

**31.2 Attornment.** If either (a) Landlord's interest in the Leased Property or any portion thereof or interest therein is sold, conveyed or terminated upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise) or (b) equity interests in Landlord are sold or conveyed upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise), or otherwise by operation of law, then, at the request and option of the new owner or superior lessor, as the case may be, Tenant shall attorn to and recognize the new owner or superior lessor as Tenant's "landlord".

**31.3 Compliance with Fee Mortgage Documents.**

(a) Tenant acknowledges that any Fee Mortgage Documents executed by Landlord or any Affiliate of Landlord may impose certain obligations on the "borrower" or other counterparty thereunder to comply with, or cause the operator and/or lessee of the Leased Property to comply with, certain reasonable covenants contained therein, including, without limitation, covenants relating to (i) the alteration, maintenance, repair and restoration of the Leased Property; (ii) maintenance and submission of financial records and accounts of the operation of the Leased Property and financial and other information regarding the operator and/or lessee of the Leased Property and the Leased Property itself; (iii) the procurement of insurance policies with respect to the Leased Property; (iv) removal of liens and encumbrances; (v) subleasing, management and related activities; and (vi) without limiting the foregoing, compliance with all applicable Legal Requirements (including Gaming Regulations) relating to the Leased Property and the operation of the business thereon or therein. From and after the date any Fee Mortgage encumbers the Leased Property (or any portion thereof or interest therein) and Landlord has provided Tenant with true and complete copies thereof and, if Landlord elects, of any applicable Fee Mortgage Documents (for informational purposes only, but not for Tenant's approval), accompanied by a written request for Tenant to comply with the Additional Fee Mortgagee Requirements (hereinafter defined) (which request shall expressly reference this Section 31.3 and expressly identify the Fee Mortgage Documents and sections thereof containing the Additional Fee Mortgagee Requirements), and continuing until the first to occur of (1) such Fee Mortgage Documents ceasing to remain in full force and effect by reason of satisfaction in full of the indebtedness thereunder or foreclosure or similar exercise of remedies or otherwise, (2) the Expiration Date, (3) such time as Tenant's compliance with the Additional Fee Mortgagee Requirements would constitute or give rise to a breach or violation of (x) this Lease or the MLSA, in either case not waived by Landlord and, if applicable, Manager, (y) Legal Requirements (including Gaming Regulations and Liquor Laws), or (z) any Permitted Leasehold Mortgage (not waived by the applicable Permitted Leasehold Mortgagee), provided, however, with respect to this clause (z), (I) Tenant shall not be relieved of its obligation to comply with (A) the terms of the Additional Fee Mortgagee Requirements in effect as of the Commencement Date (whether embodied in the Existing Fee Mortgage or related Fee Mortgage Documents or in any future Fee Mortgage or related Fee Mortgage Documents containing the applicable corresponding terms), nor (B) unless the applicable terms of the Permitted Leasehold Mortgage were customary at the time entered into, any Additional Fee Mortgagee Requirements (other than any Additional Fee Mortgagee Requirements covered under the preceding clause (A)) in effect

as of the time when the Permitted Leasehold Mortgage was obtained, and (II) such Permitted Leasehold Mortgage shall have been entered into by Tenant without any intent to vitiate or supersede the terms of any applicable Additional Fee Mortgagee Requirements, and (4) Tenant receives written direction from Landlord, any Fee Mortgagee or any governmental authority requesting or instructing Tenant to cease complying with the Additional Fee Mortgagee Requirements, (provided, prior to ceasing compliance with any Additional Fee Mortgagee Requirements under the preceding clauses (3) and (4), Tenant shall first provide Landlord with prior written notice together with, (x) if acting pursuant to clause (3), reasonably detailed materials evidencing that such compliance constitutes such a breach, and (y) if acting pursuant to clause (4), a copy of the applicable communication(s) from such Fee Mortgagee or governmental authority, as applicable, and Tenant shall in such event only cease compliance with the specific Additional Fee Mortgage Requirements in question under clause (3) or that are covered by the written direction under clause (4), as applicable) (such time period, the “Additional Fee Mortgagee Requirements Period”), Tenant covenants and agrees, at its sole cost and expense and for the express benefit of Landlord (and not, for the avoidance of doubt, any Fee Mortgagee, which shall not be construed to be a third-party beneficiary of this Lease, provided, however, this parenthetical provision is not intended to vitiate Tenant’s obligation to perform any or all of the Additional Fee Mortgagee Requirements directly for the benefit of any Fee Mortgagee as and to the extent agreed to by Tenant in an agreement entered into directly between Tenant and such Fee Mortgagee), to operate the Leased Property (or cause the Leased Property to be operated) in compliance with the Additional Fee Mortgagee Requirements of which it has received written notice. For the avoidance of doubt, notwithstanding anything to the contrary herein, Tenant shall not be required to comply with and shall not have any other obligations with respect to any terms or conditions of, or amendments or modifications to, any Fee Mortgage or other Fee Mortgage Documents that do not constitute Additional Fee Mortgagee Requirements; provided, however, that the foregoing shall not be deemed to release Tenant from its obligations under this Lease that do not derive from the Fee Mortgage Documents, whether or not such obligations are duplicative of those set forth in the Fee Mortgage Documents.

(b) As used herein, “Additional Fee Mortgagee Requirements” means those customary representations, warranties, covenants, agreements and requirements as to the operation of the Leased Property and the business thereon or therein which the Fee Mortgage Documents impose (x) directly upon, or require Landlord (or Landlord’s Affiliate borrower thereunder) to impose upon, the tenant(s) and/or operator(s) of the Leased Property or (y) directly upon Landlord, but which, by reason of the nature of the obligation(s) imposed and the nature of Tenant’s occupancy and operation of the Leased Property and the business conducted thereupon, are not reasonably susceptible of being represented to or performed by Landlord and are reasonably susceptible of being represented to or performed by Tenant (excluding, for the avoidance of doubt, payment of any indebtedness or other obligations evidenced or secured thereby) and, except with respect to the Existing Fee Mortgage (of which Tenant is deemed to have received written notice) of which Tenant has received written notice; provided, however, that, notwithstanding the foregoing, Additional Fee Mortgagee Requirements shall not include or impose on Tenant (and Tenant will not be subject to) obligations which (i) are not customary for the type of financing provided under the applicable Fee Mortgage Documents, (ii) increase Tenant’s monetary obligations under this Lease to more than a de minimis extent (it being agreed that (1) funding and maintaining Fee Mortgage Reserve Accounts in the same amounts (as increased, for purposes of this clause (1), by the Escalator on the first (1st) day of each Lease

Year (commencing on the first (1st) day of the second (2nd) Lease Year)) as required pursuant to the Existing Fee Mortgage Documents and (2) making payments otherwise payable to Landlord into a “lockbox” account designated by a Fee Mortgagee shall not be deemed to increase Tenant’s monetary obligations under the Lease), (iii) increase Tenant’s non-monetary obligations under this Lease in any material respect (it being agreed that funding and maintaining Fee Mortgage Reserve Accounts in amounts described in clause (ii)(1) above and making payments otherwise payable to Landlord into a “lockbox” account designated by a Fee Mortgagee shall not be deemed to increase Tenant’s non-monetary obligations under the Lease), or (iv) diminish Tenant’s rights under this Lease in any material respect (it being agreed that none of the provisions, terms and conditions of the Existing Fee Mortgage Documents that would otherwise constitute Additional Fee Mortgagee Requirements pursuant to clause (x) and (y) above violate any of the preceding clauses (i) through (iv)). Notwithstanding the foregoing, the Parties agree that (A) with respect to any provision of any Fee Mortgage or related Fee Mortgage Documents entered into after the Commencement Date that is not intended to be included, in whole or in a part, in a public or private securitization of rated single- or multi-class securities secured by or evidencing ownership interests in all or any portion of the loan secured by a Fee Mortgage or a pool of assets that includes such loan, which provision corresponds to Section 5.2.10(e)(i) of the loan agreement entered into in connection with the Existing Fee Mortgage, such provision shall not require CEC or the applicable controlling entity or surviving entity to remain a “Public Vehicle” (as defined in such loan agreement (or any corresponding term in such Fee Mortgage or Fee Mortgage Documents)) or satisfy the requirements to be a “Qualified CPLV Replacement Guarantor” (as defined in such loan agreement (or any corresponding term in such Fee Mortgage or Fee Mortgage Documents)) as a condition to consummating the transactions described therein and (B) the Additional Fee Mortgagee Requirements, to the extent arising out of any Fee Mortgage and the related Fee Mortgage Documents, in each case, entered into after the Commencement Date, shall not include any requirements or obligations that arise out of the representations or warranties made under such Fee Mortgage or Fee Mortgage Documents (but, for the avoidance of doubt, this clause (B) is not intended to (i) exclude from the Additional Fee Mortgage Requirements hereunder subsequent to the Commencement Date any such requirements or obligations to the extent arising out of any provisions, terms or conditions of such Fee Mortgage or such Fee Mortgage Documents other than such representations and warranties, or (ii) vitiate or supersede Tenant’s obligation to cooperate with Landlord in connection with Landlord obtaining any Fee Mortgage or entering into any arrangement relating thereto as provided in Section 31.1(b) hereof).

(c) Notwithstanding the foregoing, prior to Tenant being required to fund reserves for taxes and insurance or any other Fee Mortgage Reserve Accounts in accordance with the preceding Section 31.1(b), Tenant shall have received from Landlord and the applicable Fee Mortgagee, an agreement reasonably acceptable to Tenant providing that such sums deposited by Tenant must, unless and until both (x) the Landlord’s Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, be used for the payment, when due and payable, of the actual applicable tax and insurance bills or other applicable amounts for which they were reserved (and may not be used by such Fee Mortgagee (or by Landlord) as collateral for sums due under the applicable Fee Mortgage Documents or for any other purpose). Any proposed implementation of any additional financial covenants (i.e., a requirement that Tenant must meet certain specified performance tests of a financial nature, e.g., meeting a threshold EBITDAR, Net Revenue, financial ratio or similar test) that are imposed on

Tenant shall not constitute Additional Fee Mortgagee Requirements (it being understood that Landlord may agree to such financial covenants being imposed in any Fee Mortgage Documents so long as such financial covenants will not impose additional obligations on Tenant to comply therewith). For the avoidance of doubt, Additional Fee Mortgagee Requirements may include (to the extent consistent with the foregoing definition of Additional Fee Mortgagee Requirements) requirements of Tenant to:

(i) fund and maintain reasonably required and customary impound, escrow or other reserve or similar accounts as security for or otherwise relating to any operating expenses of the Leased Property, including any fixture, furniture and equipment, capital repair or replacement reserves and/or impounds or escrow accounts for taxes, ground rent and/or insurance premiums (each a “Fee Mortgage Reserve Account”); provided, however, without Tenant’s prior written consent, the Additional Fee Mortgagee Requirements shall not impose obligations to fund or maintain Fee Mortgage Reserve Accounts in excess of amounts otherwise required to be reserved under the Fee Mortgage Documents as in effect on the Commencement Date; and provided further that (A) any amounts which Tenant is required to fund into a Fee Mortgage Reserve Account pursuant to Additional Fee Mortgagee Requirements shall be credited on a dollar for dollar basis against the respective applicable expenditure obligations of Tenant for the Leased Property under this Lease at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents, in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used for their intended purpose (e.g., payment of funds into a Fee Mortgage Reserve Account on account of Impositions shall be deemed satisfaction of Tenant’s obligation under this Lease to pay such amount of Impositions at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents, in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used to pay the applicable Impositions (whether such Impositions are paid directly by Tenant or by the Fee Mortgagee in accordance with the terms of the Fee Mortgage Documents)), and (B) unless and until both (x) the Landlord’s Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, (i) Tenant shall, subject to the terms hereof (and, to the extent consisting of Additional Fee Mortgagee Requirements, the terms and conditions applicable to the Fee Mortgage Reserve Accounts under the related Fee Mortgage Documents), have the right to apply or use (including for reimbursement) all amounts held in each such Fee Mortgage Reserve Account for payment or reimbursement of amounts for which such reserve was established, without regard to any default by Landlord under the Fee Mortgage or other condition beyond the control of Tenant, and (ii) such amounts may not be applied against the Fee Mortgage. Landlord hereby further acknowledges that funds deposited by Tenant in any Fee Mortgage Reserve Account are, subject to the applicable provisions, terms and conditions of this Lease, the property of Tenant and accordingly, so long as no Tenant Event of Default is continuing, except as may be agreed to by Tenant in its sole discretion in respect of any other applicable Additional Fee Mortgagee Requirements, the applicable Fee Mortgagee shall agree to return the portion of such funds not previously released to Tenant within fifteen (15) days following the expiration of the Additional Fee Mortgagee Requirements Period and may not apply such funds against the Fee Mortgage.

(ii) make Rent payments into “lockbox accounts” maintained for the benefit of Fee Mortgagee; and/or

(iii) subject to this Section 31.3, perform other actions consistent with the obligations described in the first sentence of this Section 31.3.

(d) Tenant shall perform the repairs at the Facility described on Schedule 3 attached hereto (the “Initial Fee Mortgage Required Repairs”). Tenant shall complete the Initial Fee Mortgage Required Repairs on or before the required deadline for each such repair as set forth on Schedule 3. It shall be a Tenant Event of Default if the Initial Fee Mortgage Required Repairs are not completed by the required deadline for each repair as set forth on Schedule 3.

(e) In the event Tenant breaches its obligations to comply with Additional Fee Mortgage Requirements as described herein (without regard to any notice or cure period under the Fee Mortgage Documents and without regard to whether a default or event of default has occurred as a result thereof under the Fee Mortgage Documents), Landlord shall have the right, following the failure of Tenant to cure such breach within twenty (20) days from receipt of written notice to Tenant from Landlord of such breach (except to the extent the breach is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable), to cure such breach, in which event Tenant shall reimburse Landlord for Landlord’s reasonable costs and expenses incurred in connection with curing such breach.

(f) Landlord and Tenant acknowledge that, in connection with the implementation of the Bankruptcy Plan, CEC and Affiliates of Tenant were involved in the negotiations concerning the Existing Fee Mortgage Documents and reviewed the provisions, terms and conditions of the Existing Fee Mortgage Documents, and, accordingly, Tenant hereby consents and agrees to all provisions, terms and conditions of the Existing Fee Mortgage Documents as in effect as of the date hereof that comprise Additional Fee Mortgage Requirements. If Landlord or its Affiliate anticipates entering into new or modified Fee Mortgage Documents that would modify or impose new Additional Fee Mortgage Requirements, Landlord shall (x) provide copies of the same to Tenant with reasonably sufficient time prior to the execution and delivery thereof by Landlord or any Affiliate of Landlord to enable Tenant to timely comply with any such changes to the, or new, Additional Fee Mortgage Requirements and (y) promptly upon the execution and delivery thereof by Landlord or any Affiliate of Landlord, deliver to Tenant an updated description thereof in accordance with the second sentence of this Section 31.3.

(g) To the extent of any conflict between the terms and provisions of any agreement to which Landlord, Tenant and Fee Mortgagee are parties and the terms and provisions of this Section 31.3, the terms and provisions of such agreement shall govern and control in accordance with its terms.

(h) Notwithstanding anything otherwise set forth in this Lease, Landlord shall have no obligation or liability to Tenant in connection with any approval, consent or other determination which is to be given by Fee Mortgagee in respect of any Additional Fee Mortgage Requirements, so agreed to by Tenant, except in any case solely as and to the extent expressly provided in this Lease.

## ENVIRONMENTAL COMPLIANCE

**32.1 Hazardous Substances.** Tenant shall not allow any Hazardous Substance to be located in, on, under or about the Leased Property or any portion thereof or incorporated into the Facility; provided however that Hazardous Substances may be (i) brought, kept, used or disposed of in, on or about the Leased Property in quantities and for purposes similar to those brought, kept, used or disposed of in, on or about similar facilities used for purposes similar to the Primary Intended Use or in connection with the construction of facilities similar to the Leased Property and (ii) disposed of in strict compliance with Legal Requirements (other than Gaming Regulations). Tenant shall not allow the Leased Property or any portion thereof to be used as a waste disposal site or for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements (other than Gaming Regulations).

**32.2 Notices.** Tenant shall provide to Landlord, as soon as reasonably practicable but in no event later than fifteen (15) days after Tenant's receipt thereof, a copy of any notice, notification or request for information with respect to, (i) any violation of a Legal Requirement (other than Gaming Regulations) relating to, or Release of, Hazardous Substances located in, on, or under the Leased Property or any portion thereof or any adjacent property; (ii) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed or threatened in writing with respect to the Leased Property or any portion thereof; (iii) any material claim made or threatened in writing by any Person against Tenant or the Leased Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substance; and (iv) any reports made to any federal, state or local environmental agency arising out of or in connection with any Hazardous Substance in, on, under or removed from the Leased Property or any portion thereof, including any written complaints, notices, warnings or assertions of violations in connection therewith

**32.3 Remediation.** If Tenant becomes aware of a violation of any Legal Requirement (other than Gaming Regulations) relating to any Hazardous Substance in, on, under or about the Leased Property or any portion thereof or any adjacent property, or if Tenant, Landlord or the Leased Property or any portion thereof becomes subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise remediate the Leased Property, Tenant shall promptly notify Landlord of such event and, at its sole cost and expense, cure such violation or effect such repair, closure, detoxification, decontamination or other remediation. If Tenant fails to diligently pursue, implement and complete any such cure, repair, closure, detoxification, decontamination or other remediation, which failure continues after notice and expiration of applicable cure periods, Landlord shall have the right, but not the obligation, to carry out such action and to recover from Tenant all of Landlord's costs and expenses incurred in connection therewith.



**32.4 Indemnity.** Each of the Persons comprising Tenant shall jointly and severally indemnify, defend, protect, save, hold harmless, and reimburse Landlord or any Affiliate of Landlord for, from and against any and all actual out-of-pocket costs, losses (including, losses of use or economic benefit or diminution in value), liabilities, damages, assessments, lawsuits, deficiencies, demands, claims and expenses (collectively, “Environmental Costs”) (whether or not arising out of third-party claims and regardless of whether liability without fault is imposed, or sought to be imposed, on Landlord) incurred in connection with, arising out of, resulting from or incident to, directly or indirectly, in each case before or during (but not if first occurring after) the Term (i) the production, use, generation, storage, treatment, transporting, disposal, discharge, Release or other handling or disposition of any Hazardous Substances from, in, on or under the Leased Property or any portion thereof (collectively, “Handling”), including the effects of such Handling of any Hazardous Substances on any Person or property within or outside the boundaries of the Leased Property, (ii) the presence of any Hazardous Substances in, on or under the Leased Property and (iii) the violation of any Environmental Law. “Environmental Costs” include interest, costs of response, removal, remedial action, containment, cleanup, investigation, design, engineering and construction, damages (including actual and consequential damages) for personal injuries and for injury to, destruction of or loss of property or natural resources, relocation or replacement costs, penalties, fines, charges or expenses, reasonable attorney’s fees, reasonable expert fees, reasonable consultation fees, and court costs, and all amounts actually paid in investigating, defending or settling any of the foregoing, as applicable, including, without duplication, any amounts paid by Landlord or its Affiliates pursuant to that certain Environmental Indemnity Agreement, that certain Mezzanine A Environmental Indemnity Agreement, that certain Mezzanine B Environmental Indemnity Agreement or that certain Mezzanine C Environmental Indemnity Agreement, each entered into in connection with an Existing Fee Mortgage as in effect on the Commencement Date. Tenant’s indemnity hereunder shall survive the termination of this Lease, but in no event shall Tenant’s indemnity apply to Environmental Costs incurred in connection with, arising out of, resulting from or incident to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease. Tenant’s indemnity set forth in this Section 32.4 shall remain in effect for the benefit of the entity constituting Landlord following divestment of such entity’s interest in the Leased Premises as a result of the foreclosure of a Fee Mortgage by a Fee Mortgagee; provided, however, Tenant’s liability under this sentence shall be (A) limited to an amount equal to any Environmental Costs required to be paid to Fee Mortgagee by such entity (or any environmental indemnitor of such entity with respect to such Fee Mortgage), and (B) shall be without duplication of any amounts required to be paid by Tenant to such foreclosing Fee Mortgagee (or its designee) as the new Landlord under this Lease attributable to the same Environmental Costs.

Without limiting the scope or generality of the foregoing, Tenant expressly agrees that, in the event of a breach by Tenant in its obligations under Sections 32.1 through 32.3 that is not cured within any applicable cure period, Tenant shall reimburse Landlord for any and all reasonable costs and expenses incurred by Landlord in connection with, arising out of, resulting from or incident to (directly or indirectly, before or during (but not if first occurring after) the Term) the following:

- (a) investigating any and all matters relating to the Handling of any Hazardous Substances, in, on, from or under the Leased Property or any portion thereof;

(b) bringing the Leased Property into compliance with all Legal Requirements, and

(c) removing, treating, storing, transporting, cleaning-up and/or disposing of any Hazardous Substances used, stored, generated, released or disposed of in, on, from, under or about the Leased Property or off-site other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements.

If any claim is made by Landlord for reimbursement for Environmental Costs incurred by it hereunder, Tenant agrees to pay such claim promptly, and in any event to pay such claim within sixty (60) calendar days after receipt by Tenant of written notice thereof and any amount not so paid within such sixty (60) calendar day period shall bear interest at the Overdue Rate from the date due to the date paid in full.

**32.5 Environmental Inspections.** In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right, from time to time, during normal business hours and upon not less than five (5) Business Days written notice to Tenant (except in the case of an emergency of imminent threat to human health or safety or damage to property, in which event Landlord shall undertake reasonable efforts to notify a representative of Tenant as soon as practicable under the circumstances), to conduct an inspection of the Leased Property or any portion thereof (and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) to determine the existence or presence of Hazardous Substances on or about the Leased Property or any portion thereof. In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right to enter and inspect the Leased Property or any portion thereof, conduct any testing, sampling and analyses it reasonably deems necessary and shall have the right to inspect materials brought into the Leased Property or any portion thereof. Landlord may, in its discretion, retain experts to conduct the inspection, perform the tests referred to herein, and to prepare a written report in connection therewith if Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4. All costs and expenses incurred by Landlord under this Section 32.6 shall be the responsibility of Landlord, except solely to the extent Tenant has breached its obligations under Sections 32.1 through 32.5, in which event such reasonable costs and expenses shall be paid by Tenant to Landlord as provided in Section 32.4. Failure to conduct an environmental inspection or to detect unfavorable conditions if such inspection is conducted shall in no fashion constitute a release of any liability for environmental conditions subsequently determined to be associated with or to have occurred during Tenant's tenancy. Tenant shall remain liable for any environmental condition related to or having occurred during its tenancy regardless of when such conditions are discovered and regardless of whether or not Landlord conducts an environmental inspection at the termination of this Lease. The obligations set forth in this Article XXXII shall survive the expiration or earlier termination of this Lease but in no event shall Article XXXII apply to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease.

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**ARTICLE XXXIII**

**MEMORANDUM OF LEASE**

Landlord and Tenant shall, promptly upon the request of either Party, enter into a short form memoranda of this Lease, in form suitable for recording in the county or other applicable location in which the Leased Property is located. Each Party shall bear its own costs in negotiating and finalizing such memoranda, but Tenant shall pay all costs and expenses of recording any such memorandum and shall fully cooperate with Landlord in removing from record any such memorandum upon the Expiration Date.

**ARTICLE XXXIV**

**DISPUTE RESOLUTION**

**34.1 Expert Valuation Process.** Whenever a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value is required pursuant to any provision of this Lease, and where Landlord and Tenant have not been able to reach agreement on such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value either (i) with respect to Fair Market Base Rental Value applicable to a Renewal Term, within three hundred seventy (370) days prior to the commencement date of a Renewal Term or (ii) for all other purposes, after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to seek, upon written notice to the other Party (the “Expert Valuation Notice”), which notice clearly identifies that such Party seeks, to have such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value determined in accordance with the following Expert Valuation Process:

(a) Within twenty (20) days of the receiving Party’s receipt of the Expert Valuation Notice, Landlord and Tenant shall provide notice to the other Party of the name, address and other pertinent contact information, and qualifications of its selected appraiser (which appraiser must be an independent qualified MAI appraiser (i.e., a Member of the Appraisal Institute)).

(b) As soon as practicable following such notice, and in any event within twenty (20) days following their selection, each appraiser shall prepare a written appraisal of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) as of the relevant date of valuation, and deliver the same to its respective client. Representatives of the Parties shall then meet and simultaneously exchange copies of such appraisals. Following such exchange, the appraisers shall promptly meet and endeavor to agree upon Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) based on a written appraisal made by each of them (and given to Landlord by Tenant). If such two appraisers shall agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value, as applicable, such agreed amount shall be binding and conclusive upon Landlord and Tenant.

(c) If such two appraisers are unable to agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within five (5) Business Days after the exchange of appraisals as aforesaid, then such appraisers shall

advise Landlord and Tenant of the same and, within twenty (20) days of the exchange of appraisals, select a third appraiser (which third appraiser, however selected, must be an independent qualified MAI appraiser) to make the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value. The selection of the third appraiser shall be binding and conclusive upon Landlord and Tenant.

(d) If such two appraisers shall be unable to agree upon the designation of a third appraiser within the twenty (20) day period referred to in clause (c) above, or if such third appraiser does not make a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within thirty (30) days after his or her selection, then such third appraiser (or a substituted third appraiser, as applicable) shall, at the request of either Party, be appointed by the Appointing Authority and such appointment shall be final and binding on Landlord and Tenant. The determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser appointed pursuant hereto shall be made within twenty (20) days after such appointment.

(e) If a third appraiser is selected, Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) shall be the average of (x) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser and (y) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the appraiser (selected pursuant to Section 34.1(b)) whose determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) is nearest to that of the third appraiser. Such average shall be binding and conclusive upon Landlord and Tenant as being the Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be).

(f) In determining Fair Market Ownership Value of the Leased Property or the Facility, the appraisers shall (in addition to taking into account the criteria set forth in the definition of Fair Market Ownership Value), add (i) the present value of the Rent for the remaining Term, assuming the Term has been extended for all Renewal Terms provided herein (with assumed increases in CPI to be determined by the appraisers) using a discount rate (which may be determined by an investment banker retained by each appraiser) based on the credit worthiness of Tenant and any guarantor of Tenant's obligations hereunder and (ii) the present value of the Leased Property or Facility as of the end of such Term (assuming the Term has been extended for all Renewal Terms provided herein). The appraisers shall further assume that no default then exists under the Lease, that Tenant has complied (and will comply) with all provisions of the Lease, and that no default exists under any guaranty of Tenant's obligations hereunder.

(g) In determining Fair Market Base Rental Value, the appraisers shall (in addition to the criteria set forth in the definition thereof and of Fair Market Rental Value) take into account: (i) the age, quality and condition (as required by the Lease) of the Improvements; (ii) that the Leased Property will be leased as a whole or substantially as a whole to a single user; (iii) when determining the Fair Market Base Rental Value for any Renewal Term, a lease term of five (5) years together with such options to renew as then remains hereunder; (iv) an absolute triple net lease; and (v) such other items that professional real estate appraisers customarily consider.

(h) In determining Fair Market Property Value pursuant to Section 36.3 hereof, each appraiser shall have the right to sub-engage an appraiser or other Person with specialized experience in valuing Intellectual Property assets, to work with such appraiser for purposes of appraising, and assisting with preparation of a written report detailing, such Intellectual Property assets. Notice of any such sub-engagement shall be given to the other Party consistent with the requirements of Section 34.1(a).

(i) If, by virtue of any delay, Fair Market Base Rental Value is not determined by the first (1<sup>st</sup>) day of the applicable Renewal Term, then until Fair Market Base Rental Value is determined, Tenant shall continue to pay Rent during the succeeding Renewal Term in the same amount which Tenant was obligated to pay prior to the commencement of the Renewal Term. Upon determination of Fair Market Base Rental Value, Rent shall be calculated retroactive to the commencement of the Renewal Term and Tenant shall either receive a refund from Landlord (in the case of an overpayment) or shall pay any deficiency to Landlord (in the case of an underpayment) within thirty (30) days of the date on which the determination of Fair Market Base Rental Value becomes binding.

(j) The cost of the procedure described in this Section 34.1 shall be borne equally by the Parties and the Parties will reasonably coordinate payment; provided, that if Landlord pays such costs, fifty percent (50%) of such costs shall be Additional Charges hereunder and if Tenant pays such costs, fifty percent (50%) of such costs shall be a credit against the next Rent payment hereunder.

**34.2 Arbitration.** In the event of a dispute with respect to this Lease pursuant to an Arbitration Provision, or in any case when this Lease expressly provides for the settlement or determination of a dispute or question by an Expert pursuant to this Section 34.2 (in any such case, a "Section 34.2 Dispute") such dispute shall be determined in accordance with an arbitration proceeding as set forth in this Section 34.2.

(a) Any Section 34.2 Dispute shall be determined by an arbitration panel comprised of three members, each of whom shall be an Expert (the "Arbitration Panel"). No more than one panel member may be with the same firm and no panel member may have an economic interest in the outcome of the arbitration.

The Arbitration Panel shall be selected as set forth in this Section 34.2(b). If a Section 34.2 Dispute arises and if Landlord and Tenant are not able to resolve such dispute after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to submit the dispute to the Arbitration Panel, upon written notice to the other Party (the "Arbitration Notice"). The Arbitration Notice shall identify one member of the Arbitration Panel who meets the criteria of the above paragraph. Within five (5) Business Days after the receipt of the Arbitration Notice, the Party receiving such Arbitration Notice shall respond in writing identifying one member of the Arbitration Panel who meets the criteria of the above paragraph. Such notices shall include the name, address and other pertinent contact information, and qualifications of its member of the Arbitration Panel. If a Party fails to timely select its

respective panel member, the other Party may notify such Party in writing of such failure, and if such Party fails to select its respective panel member within three (3) Business Days after receipt of such notice, then such other Party may select and identify to such Party such panel member on such Party's behalf. The third member of the Arbitration Panel will be selected by the two (2) members of the Arbitration Panel who were selected by Landlord and Tenant; provided, that if, within five (5) Business Days after they are identified, they fail to select a third member, or if they are unable to agree on such selection, Landlord and Tenant shall cause the third member of the Arbitration Panel to be appointed by the managing officer of the American Arbitration Association.

(b) Within ten (10) Business Days after the selection of the Arbitration Panel, Landlord and Tenant each shall submit to the Arbitration Panel a written statement identifying its summary of the issues. Landlord and Tenant may also request an evidentiary hearing on the merits in addition to the submission of written statements. The Arbitration Panel shall make its decision within twenty (20) days after the later of (i) the submission of such written statements, and (ii) the conclusion of any evidentiary hearing on the merits. The Arbitration Panel shall reach its decision by majority vote and shall communicate its decision by written notice to Landlord and Tenant.

(c) The decision by the Arbitration Panel shall be final, binding and conclusive and shall be non-appealable and enforceable in any court having jurisdiction. All hearings and proceedings held by the Arbitration Panel shall take place in New York, New York unless otherwise mutually agreed by the Parties and the Arbitration Panel.

(d) The resolution procedure described herein shall be governed by the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes in effect as of the Commencement Date.

(e) Landlord and Tenant shall bear equally the fees, costs and expenses of the Arbitration Panel in conducting any arbitration described in this Section 34.2.

## ARTICLE XXXV

### NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted to be given by either Party hereunder to the other Party shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, by hand delivery or express courier service, by email transmission or by an overnight express service to the following address:

To Tenant:  
CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

To Landlord:  
c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: corplaw@viciproperties.com

or to such other address as either Party may hereafter designate. Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, Notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by email shall be deemed given only upon an independent, non-automated confirmation from the recipient acknowledging receipt.

## ARTICLE XXXVI

### END OF TERM SUCCESSOR ASSET TRANSFER

**36.1 Transfer of Tenant's Successor Assets and Operational Control of the Leased Property.** Upon the written request of Landlord, upon the Stated Expiration Date (or earlier (x) termination of this Lease in its entirety pursuant to Section 14.2(a) or (y) consensual termination of this Lease) Landlord and Tenant shall comply with the remainder of this Article XXXVI, pursuant to which, among other things, (i) Tenant (and its Subsidiaries, as applicable) shall transfer (or cause to be transferred), upon the date required under this Article XXXVI, all of Tenant's Pledged Property, subject to Section 36.2 with respect to Intellectual Property (collectively, the "Successor Assets"), to a successor lessee (or lessees) of the Leased Property (collectively, the "Successor Tenant") designated by Landlord, in exchange for a sum (the "Successor Assets FMV") which shall be paid by the Successor Tenant to Tenant and be determined in accordance with the penultimate sentence of this Section 36.1 and/or (ii) Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facility, collect and retain revenue therefrom, and pay Rent, all in the manner required under this Section 36.1, for so long as Landlord is seeking a Successor Tenant in good faith; provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date. For purposes of clarification, a termination of this Lease in accordance with Section 16.2 and/or the execution of a New Lease in accordance with Section 17.1(f) hereof shall not trigger the provisions set forth in this Article XXXVI and this Article XXXVI shall not apply in such circumstance. Notwithstanding the occurrence of the Expiration Date, to the extent that this Section 36.1 applies, until such time that Tenant transfers the Successor Assets to a Successor Tenant (or, to the extent applicable pursuant to clause (ii) hereinabove), Tenant shall (or shall cause its Subsidiaries, if applicable, to) continue to possess and operate the Facility (and Landlord shall permit Tenant to maintain possession of the Leased Property (including, if necessary, by means of a written extension of this Lease or license agreement or other written agreement) to the extent necessary to operate the Facility) in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries, if any) had operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder which shall be

calculated as provided in this Lease, except, that for any period following the last day of the calendar month in which the thirty-fifth (35<sup>th</sup>) anniversary of the Commencement Date occurs, the Rent shall be a per annum amount equal to the sum of (A) the amount of the Base Rent hereunder during the Lease Year in which the Expiration Date occurs, multiplied by the Escalator, and increased on each anniversary of the Expiration Date to be equal to the Rent payable for the immediately preceding year, multiplied by the Escalator, plus (B) the amount of the Variable Rent hereunder during the Lease Year in which the Expiration Date occurs. If Tenant, on the one hand, and Landlord and/or a Successor Tenant designated by Landlord, on the other hand, cannot agree on the Successor Assets FMV within a reasonable time not to exceed thirty (30) days after the delivery of the notice described in the first sentence of this [Section 36.1](#), then such Successor Assets FMV shall be determined, and Tenant's transfer of the Successor Assets to a Successor Tenant in consideration for a payment in such amount shall be made, in accordance with the provisions of [Section 36.3](#). For avoidance of doubt, it is acknowledged and agreed that if Landlord does not deliver such notice, then from and after the later of (X) the Expiration Date or (Y) when Tenant shall have vacated the Leased Property in accordance with the requirements of this Lease, Landlord shall have no right in or to any of the Successor Assets, and the lien granted to Landlord in Tenant's Pledged Property pursuant to [Section 6.3](#) of this Lease shall terminate.

**36.2 Transfer of Intellectual Property.** The Successor Assets shall include the Property Specific IP, the CPLV Trademark License, the CPLV Trademark Security Agreement and Successor Tenant's access to the System-wide IP, which access shall be governed by that certain Transition and Management Services Agreement (CPLV). Without limiting the foregoing, Tenant shall, within thirty (30) days after the occurrence of the notice described in the first sentence of [Section 36.1](#), deliver to Landlord a copy of all CPLV Guest Data and all Property Specific Guest Data; provided, however, that Tenant shall have the right to retain and use copies of the Property Specific Guest data as required by Legal Requirements, including applicable Gaming Regulations, and with respect to any CPLV Guest Data, Tenant will have no further right, title, or interest to such CPLV Guest Data and will not be permitted to access such data for marketing, research or other activities by Tenant and unless such data cannot be expunged without destruction of any data that may be retained by the Tenant, must expunge such data, except that Tenant may retain and deliver to any governmental authority, copies of any such data to the extent required to comply with Legal Requirements, including applicable Gaming Regulations.

**36.3 Determination of Successor Assets FMV.** If not effected pursuant to the penultimate sentence of [Section 36.1](#), then the Successor Assets FMV shall be equal to the applicable Fair Market Property Value thereof. Notwithstanding anything in the contrary in this [Article XXXVI](#), the transfer of the Successor Assets will be conditioned upon the approval of the applicable regulatory agencies of the transfer of the Gaming Licenses and any other Gaming assets to the Successor Tenant and/or the issuance of new Gaming Licenses as required by applicable Gaming Regulations and the relevant regulatory agencies both with respect to operating and suitability criteria, as the case may be.



**36.4 Operation Transfer.** Upon designation of a Successor Tenant by Landlord (pursuant to this Article XXXVI), Tenant shall reasonably cooperate and take all actions reasonably necessary (including providing all reasonable assistance to Successor Tenant) to effectuate the transfer of the Successor Assets and operational control of the Facility to Successor Tenant in an orderly manner so as to minimize to the maximum extent feasible any disruption to the continued orderly operation of the Facility for its Primary Intended Use. Concurrently with the transfer of the Successor Assets to Successor Tenant, (i) Tenant shall assign to Successor Tenant (and Successor Tenant shall assume) any then-effective Subleases or other agreements (to the extent such other agreements are assignable) relating to the Leased Property, and (ii) Tenant shall vacate and surrender the Leased Property to Landlord and/or Successor Tenant in the condition required under this Lease. Notwithstanding the expiration of the Term and anything to the contrary herein, to the extent that this Article XXXVI applies, unless Landlord consents to the contrary, until such time that Tenant transfers the Successor Assets and operational control of the Facility to a Successor Tenant in accordance with the provisions of this Article XXXVI, Tenant shall (or shall cause its Subsidiaries to) continue to (and Landlord shall permit Tenant to maintain possession of the Leased Property to the extent necessary to) operate the Facility in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries) has operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder at the rate provided in Section 36.1 (and not subject to Article XIX)); provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Facility (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date.

## **ARTICLE XXXVII**

### **ATTORNEYS' FEES**

If Landlord or Tenant brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Lease, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein. In addition to the foregoing and other provisions of this Lease that specifically require Tenant to reimburse, pay or indemnify against Landlord's attorneys' fees, Tenant shall pay, as Additional Charges, all of Landlord's reasonable documented outside attorneys' fees incurred in connection with the enforcement of this Lease (except to the extent provided above), including reasonable documented attorneys' fees incurred in connection with the review, negotiation or documentation of any subletting, assignment, or management arrangement or any consent requested in connection with such enforcement, and the collection of past due Rent.

## **ARTICLE XXXVIII**

### **BROKERS**

Tenant warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Tenant shall indemnify, protect, hold harmless and defend Landlord from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Tenant. Landlord warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Landlord shall indemnify, protect, hold harmless and defend Tenant from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Landlord.

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## ARTICLE XXXIX

### ANTI-TERRORISM REPRESENTATIONS

Each Party hereby represents and warrants to the other Party that neither such representing Party nor, to its knowledge, any persons or entities holding any Controlling legal or beneficial interest whatsoever in it are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "Prohibited Persons"). Each Party hereby represents and warrants to the other Party that no funds tendered to such other Party by such tendering Party under the terms of this Lease are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Neither Party will during the Term of this Lease knowingly engage in any transactions or dealings, or knowingly be otherwise associated with, any Prohibited Persons in connection with the Leased Property.

## ARTICLE XL

### LANDLORD REIT PROTECTIONS

The Parties intend that Rent and other amounts paid by Tenant hereunder will qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto and this Lease shall be interpreted consistent with this intent.

(a) Anything contained in this Lease to the contrary notwithstanding, Tenant shall not without Landlord's advance written consent (i) sublet, assign or enter into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto; (ii) furnish or render any services to the subtenant, assignee or manager or manage or operate the Leased Property so subleased, assigned or managed; (iii) sublet, assign or enter into a management arrangement for the Leased Property to any Person (other than a "taxable REIT subsidiary" (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section

856(d)(5) of the Code, or any similar or successor provision thereto); or (iv) sublet, assign or enter into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to this Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto. As of the end of each Fiscal Quarter during the Term, Tenant shall deliver to Landlord a certification, in the form attached hereto as Exhibit G, stating that Tenant has reviewed its transactions during such Fiscal Quarter and certifying that Tenant is in compliance with the provisions of this Article XL. The requirements of this Article XL shall likewise apply to any further sublease, assignment or management arrangement by any subtenant, assignee or manager.

(b) Anything contained in this Lease to the contrary notwithstanding, the Parties acknowledge and agree that Landlord, in its sole discretion, may assign this Lease or any interest herein to another Person (including without limitation, a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto)) in order to maintain Landlord REIT’s status as a “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto); provided however, Landlord shall be required to (i) comply with any applicable Legal Requirements related to such transfer and (ii) give Tenant notice of any such assignment; and provided further, that any such assignment shall be subject to all of the rights of Tenant hereunder.

(c) Anything contained in this Lease to the contrary notwithstanding, upon request of Landlord, Tenant shall cooperate with Landlord in good faith and at no cost or expense (other than de minimis cost) to Tenant, and provide such documentation and/or information as may be in Tenant’s possession or under Tenant’s control and otherwise readily available to Tenant as shall be reasonably requested by Landlord in connection with verification of Landlord REIT’s “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto) compliance requirements. Anything contained in this Lease to the contrary notwithstanding, Tenant shall take such action as may be requested by Landlord from time to time in order to ensure compliance with the Internal Revenue Service requirement that Rent allocable for purposes of Section 856 of the Code to personal property, if any, at the beginning and end of a calendar year does not exceed fifteen percent (15%) of the total Rent due hereunder as long as such compliance does not (i) increase Tenant’s monetary obligations under this Lease by more than a de minimis extent or (ii) materially increase Tenant’s nonmonetary obligations under this Lease or (iii) materially diminish Tenant’s rights under this Lease.

## ARTICLE XLI

### MISCELLANEOUS

**41.1 Survival.** Anything contained in this Lease to the contrary notwithstanding, all claims against, and liabilities, obligations and indemnities of Tenant or Landlord arising or in respect of any period prior to the Expiration Date shall survive the Expiration Date.

**41.2 Severability.** Subject to Section 1.2, if any term or provision of this Lease or any application thereof shall be held invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby.

**41.3 Non-Recourse.** Tenant specifically agrees to look solely to the Leased Property for recovery of any judgment from Landlord (and Landlord's liability hereunder shall be limited solely to its interest in the Leased Property, and no recourse under or in respect of this Lease shall be had against any other assets of Landlord whatsoever). The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord, or any action not involving the personal liability of Landlord. In no event shall either Party ever be liable to the other Party for any indirect, consequential, lost profits, punitive, exemplary, statutory or treble damages suffered from whatever cause (other than, as to all such forms of damages, (i) if Landlord has terminated this Lease, any damages with respect to Rent or Additional Charges as provided under Section 16.3(a) hereof, (ii) if Landlord has not terminated this Lease, any damages with respect to Rent or Additional Charges as provided for herein, (iii) any amount of any Required Capital Expenditures not made pursuant to Section 10.5(a)(x) hereof, (iv) damages as provided under Section 16.3(c) hereof, (v) a claim (including an indemnity claim) for recovery of any such forms of damages that the claiming party is required by a court of competent jurisdiction or the expert to pay to a third party (other than any damages under or relating to any Fee Mortgage or Fee Mortgage Documents (excluding claims under Section 32.4)) other than to the extent resulting from the claiming party's gross negligence, willful misconduct or default hereunder, (vi) to the extent expressly provided under Section 32.4 and (vii) Fee Mortgage Damages), and the Parties acknowledge and agree that the rights and remedies in this Lease, and all other rights and remedies at law and in equity, will be adequate in all circumstances for any claims the parties might have with respect to damages. For the avoidance of doubt, (I) any damages of Landlord under or relating to any Fee Mortgage or Fee Mortgage Documents shall be deemed to be consequential damages hereunder, provided, however that, notwithstanding the foregoing clause (I), it is expressly agreed that the following shall constitute direct damages hereunder: (w) amounts payable by Tenant pursuant to Section 16.7 resulting from the breach by Tenant of any Additional Fee Mortgage Requirements, (x) amounts payable by Tenant pursuant to Section 21.1(i)(iii) in respect of out of pocket costs and expenses (including reasonable legal fees) incurred by a Landlord Indemnified Party (or, to the extent required to be reimbursed by a Landlord Indemnified Party under a Fee Mortgage Document, incurred by or on behalf of any other Person) to defend (but not to settle or pay any judgment resulting from) any investigative, administrative or judicial proceeding commenced or threatened as a result of a breach by Tenant of any Additional Fee Mortgage Requirement, (y) amounts payable by Tenant pursuant to Section 21.1(i)(iii) in respect of any default interest or late fees actually paid by a Landlord Indemnified Party to a Fee Mortgagee under a Fee Mortgage Document as a result of a payment default by Tenant hereunder (provided that Tenant shall be entitled to a credit against amounts payable under this clause (y) to the extent of any amounts otherwise paid hereunder in respect of the Overdue Rate or the late charge under Section 3.3 in connection with such payment default) and (z) amounts payable by Tenant pursuant to Section 21.1(i)(ix) (clauses (w) through (z), collectively, "Fee Mortgage Damages"); provided that, notwithstanding the foregoing but subject to clause (y) above, in no event shall Tenant be required to pay any amounts to repay (or that are applied to reduce) the principal amount of any loan secured by a Fee Mortgage or any interest or fees on any such loan, and (II) any damages of Tenant under or relating to any Permitted

Leasehold Mortgage and any related agreements or instruments shall be deemed to be consequential damages hereunder. It is specifically agreed that no constituent member, partner, owner, director, officer or employee of a Party shall ever be personally liable for any judgment (in respect of obligations under or in connection with this Lease) against, or for the payment of any monetary obligation under or in respect of this Lease, such Party, to the other Party (provided, this sentence shall not limit the obligations of Guarantor expressly set forth in the MLSA).

**41.4 Successors and Assigns.** This Lease shall be binding upon Landlord and its permitted successors and assigns and, subject to the provisions of Article XXII, upon Tenant and its successors and assigns.

**41.5 Governing Law.** (a) THIS LEASE WAS NEGOTIATED IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS THIS LEASE (AND ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAW) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT ALL PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND ALL REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION) SHALL BE CONSTRUED AND ENFORCED ACCORDING TO, AND GOVERNED BY, THE LAWS OF THE STATE OF NEVADA.

(b) EXCEPT FOR (x) DISPUTES SPECIFICALLY PROVIDED IN THIS LEASE TO BE REFERRED TO AN EXPERT VALUATION PROCESS PURSUANT TO SECTION 34.1 OR ARBITRATION PURSUANT TO SECTION 34.2 AND (y) PROCEEDINGS PERTAINING TO THE PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND THE EXERCISE OF REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION), ALL CLAIMS, DEMANDS, CONTROVERSIES, DISPUTES, ACTIONS OR CAUSES OF ACTION OF ANY NATURE OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO, THIS LEASE, WHETHER LEGAL OR EQUITABLE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE SHALL BE RESOLVED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURTS THERETO, OR IF FEDERAL JURISDICTION IS LACKING, THEN IN NEW YORK STATE SUPREME COURT, NEW YORK COUNTY (COMMERCIAL DIVISION) AND ANY APPELLATE COURTS THERETO. THE PARTIES AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH LITIGATION OR LEGAL PROCEEDING NEED NOT BE PERSONALLY SERVED OR SERVED WITHIN THE STATE OF NEW YORK, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF THE PARTY IN QUESTION WERE SERVED WITHIN THE STATE OF NEW YORK, BY GIVING NOTICE CONTAINING SUCH SERVICE TO THE INTENDED RECIPIENT (WITH COPIES TO COUNSEL) IN THE MANNER PROVIDED IN ARTICLE XXXV. THIS PROVISION SHALL SURVIVE AND BE BINDING UPON THE PARTIES AFTER THIS LEASE IS NO LONGER IN EFFECT.

**41.6 Waiver of Trial by Jury.** EACH OF LANDLORD AND TENANT ACKNOWLEDGES THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTION OF THE UNITED STATES AND THE STATES OF NEVADA AND NEW YORK. EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR (ii) IN ANY MANNER CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LANDLORD AND TENANT WITH RESPECT TO THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREINAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; EACH OF LANDLORD AND TENANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**41.7 Entire Agreement.** This Lease (including the Exhibits and Schedules hereto), together with the other Lease/MLSA Related Agreements, collectively constitute the entire and final agreement of the Parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the Parties. In addition to the foregoing, it is agreed to by the Parties that no modification to this Lease shall be effective without the written consent of (i) any applicable Fee Mortgagee, to the extent that such a modification would adversely affect such Fee Mortgagee, and (ii) any applicable Permitted Leasehold Mortgagee, to the extent that such a modification would adversely affect such Permitted Leasehold Mortgagee. Landlord and Tenant hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the leasing of the Leased Property (other than the other Lease/MLSA Related Agreements) are merged into and revoked by this Lease (together with the related agreements referenced above).

**41.8 Headings.** All captions, titles and headings to sections, subsections, paragraphs, exhibits or other divisions of this Lease, and the table of contents, are only for the convenience of the Parties and shall not be construed to have any effect or meaning with respect to the other contents of such sections, subsections, paragraphs, exhibits or other divisions, such other content being controlling as to the agreement among the Parties.

**41.9 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. This Lease may be effectuated by the exchange of electronic copies of signatures (*e.g.*, .pdf), with electronic copies of this executed Lease having the same force and effect as original counterpart signatures hereto for all purposes.

**41.10 Interpretation.** Both Landlord and Tenant have been represented by counsel and this Lease and every provision hereof has been freely and fairly negotiated. Consequently, all provisions of this Lease shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

**41.11 Deemed Consent.** Each request for consent or approval under Sections 9.1, 10.2, 10.3(e), 13.1(a), 13.5, 14.1, 22.1, 22.2 and 22.3 and Article XI of this Lease shall be made in writing to either Tenant or Landlord, as applicable, and shall include all information necessary for Tenant or Landlord, as applicable, to make an informed decision, and shall include the following in capital, bold and block letters: “**FIRST NOTICE - THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT.**” If the party to whom such a request is sent does not approve or reject the proposed matter within fifteen (15) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: “**SECOND NOTICE - THIS IS A SECOND REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT.**” If the party to whom such a request is sent does not approve or reject the proposed matter within five (5) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: “**FINAL NOTICE - THIS IS A THIRD REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT. FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS HEREOF WILL BE DEEMED AN APPROVAL OF THE REQUEST.**” If the party to whom such a request is sent still does not approve or reject the proposed matter within five (5) Business Days of receipt of such final notice, such party shall be deemed to have approved the proposed matter. Notwithstanding the foregoing, if the MLSA is in effect at the time any such notice is provided to Tenant hereunder, Tenant shall not be deemed to have approved such proposed matter if such notice was not also addressed and delivered to Manager and CEC in accordance with the MLSA.

**41.12 Further Assurances.** The Parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease. In addition, Landlord agrees to, at Tenant’s sole cost and expense, reasonably cooperate with all applicable Gaming Authorities and Liquor Authorities in connection with the administration of their regulatory jurisdiction over Tenant, Tenant’s direct and indirect parent(s) and their respective Subsidiaries, if any, including the provision of such documents and other information as may be requested by such Gaming Authorities or Liquor Authorities relating to Tenant, Tenant’s direct and indirect parent(s) or any of their respective Subsidiaries, if any, or to this Lease and which are within Landlord’s reasonable control to obtain and provide.

**41.13 Gaming Regulations.** Notwithstanding anything to the contrary in this Lease, this Lease and any agreement formed pursuant to the terms hereof are subject to all applicable Gaming Regulations and all applicable laws involving the sale, distribution and possession of alcoholic beverages (the “Liquor Laws”). Without limiting the foregoing, each of Tenant and Landlord acknowledges that (i) it is subject to being called forward by any applicable Gaming Authority or governmental authority enforcing the Liquor Laws (the “Liquor Authority”) with jurisdiction over this Lease or the Facility, in each of their discretion, for licensing or a finding of suitability or to file or provide other information, and (ii) all rights, remedies and powers under this Lease and any agreement formed pursuant to the terms hereof, including with respect to the entry into and ownership and operation of a Gaming Facility, and the possession or control of Gaming equipment, alcoholic beverages or a Gaming License or liquor license, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Regulations and Liquor Laws and only to the extent that required approvals (including prior approvals) are obtained from the requisite governmental authorities.

Notwithstanding anything to the contrary in this Lease or any agreement formed pursuant to the terms hereof, (subject to Section 41.12) each of Tenant, Landlord, and each of Tenant’s or Landlord’s successors and assigns agree to cooperate with each Gaming Authority and each Liquor Authority in connection with the administration of their regulatory jurisdiction over the Parties, including, without limitation, the provision of such documents or other information as may be requested by any such Gaming Authorities and/or Liquor Authorities relating to Tenant, Landlord, Tenant’s or Landlord’s successors and assigns or to this Lease or any agreement formed pursuant to the terms hereof.

If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Party, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event. It shall be a material breach of this Lease by Landlord if a Licensing Event with respect to Landlord shall occur and is not resolved in accordance with this Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities.

**41.14 Certain Provisions of Nevada Law.** Landlord shall, pursuant to Section 108.2405(1)(b) of the Nevada Revised Statutes (“NRS”), record a written notice of waiver of Landlord’s rights set forth in NRS 108.234 with the office of the recorder of Clark County, Nevada, before the commencement of construction of each work of improvement with respect to the Leased Property by Tenant or caused by Tenant. Pursuant to NRS 108.2405(2), Landlord shall serve such notice by certified mail, return receipt requested, upon the prime contractor of such work of improvement and all other lien claimants who may give the owner a notice of right to lien pursuant to NRS 108.245, within ten (10) days after Landlord’s receipt of a notice of right to lien or ten (10) days after the date on which the notice of waiver is recorded.



**41.15 Intentionally Omitted.**

**41.16 Intentionally Omitted.**

**41.17 Savings Clause.** If for any reason this Lease is determined by a court of competent jurisdiction to be invalid as to any space that would otherwise be a part of the Leased Property and that is subject to a pre-existing lease as of the Effective Date (between Tenant's predecessor in interest prior to the Effective Date, as landlord, and a third party as tenant), then Landlord shall be deemed to be the landlord under such pre-existing lease, and the Parties agree that Tenant shall be deemed to be the collection agent for Landlord for purposes of collecting rent and other amounts payable by the tenant under such pre-existing lease and shall remit the applicable collected amounts to Landlord. In such event, the Rent payable hereunder shall be deemed to be reduced by any amounts so collected by Tenant and remitted to Landlord with respect to any such pre-existing lease.

**41.18 Integration with Other Documents.** Each of Tenant and Landlord acknowledge and agree that certain operating efficiencies and value will be achieved as a result of Tenant's and Other Tenants' lease of the Leased Property and the Other Leased Property and the engagement by Tenant and Other Tenants of Manager under the MLSA and "Manager" under and as defined in each Other MLSA and the engagement of Manager and/or its Affiliates to operate and manage the Facility, the Other Leased Property and the Other Managed Resorts (as defined in each of the MLSA and the Other MLSA) that would not be possible to achieve if unrelated managers were engaged to operate each of the Leased Property, the Other Leased Property and the Other Managed Resorts. Each of Tenant and Landlord acknowledge and agree that the Parties would not enter into this Lease (or the MLSA or the Other MLSA) absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and lease guaranty relationship with respect to the Leased Property, including (without limitation) the lease of the Leased Property pursuant to this Lease, the use of the Managed Facilities IP (as defined in the MLSA) and the use of the Total Rewards Program, together with the other related intellectual property arrangements contemplated under the MLSA and the other covenants, obligations and agreements of the Parties hereunder and under the MLSA, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of each of Tenant and Landlord that (i) each of the provisions of the MLSA, including the management and lease guaranty rights and obligations thereunder, form part of a single integrated agreement and shall not be or deemed to be separate or severable agreements and (ii) the Parties would not be entering into this Lease without entering into the MLSA (and vice versa) (or into any of the other Lease/MLSA Related Agreements without entering into all of the Lease/MLSA Related Agreements) and in the event of any bankruptcy, insolvency or dissolution proceedings in respect of any Party, no Party will reject, move to reject, or join or support any other Party in attempting to reject any one of this Lease or the MLSA or any other Lease/MLSA Related Agreement without rejecting the other agreement as if each of this Lease and the MLSA and each other Lease/MLSA Related Agreement were one integrated agreement and not separable.

**41.19 Manager.** Each of Tenant and Landlord acknowledge and agree that Manager may not be terminated as the manager of the Leased Property for any reason except as permitted under the MLSA.

**41.20 Non-Consented Lease Termination.** Each of Tenant and Landlord acknowledge and agree that in the event of a Non-Consented Lease Termination, Article XXI of the MLSA shall apply and each of the parties shall comply with such Article XXI of the MLSA.

**41.21 Intentionally Omitted.**

**41.22 Confidential Information.** Each Party hereby agrees to, and to cause its Representatives to, maintain the confidentiality of all non-public financial, operational or contractual information received pursuant to this Lease; provided that nothing herein shall prevent any Party from disclosing any such non-public information (a) in the case of Landlord, to PropCo 1, PropCo and Landlord REIT and any Affiliate thereof, (b) in the case of Tenant, to CEOC, CEC and any Affiliate thereof, (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable Legal Requirements (in which case the disclosing Party shall promptly notify the other Parties, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over a Party or its affiliates (in which case the disclosing Party shall, other than with respect to routine, periodic inspections by such regulatory authority, promptly notify the other Parties, in advance, to the extent permitted by law), (e) to its Representatives who are informed of the confidential nature of such information and have agreed to keep such information confidential (and the disclosing Party shall be responsible for such Representatives' compliance therewith), or to comply with the requirements of an Existing Fee Mortgage or the related Existing Fee Mortgage Documents, in each case as in effect as of the date hereof (and giving effect to any amendments to such Existing Fee Mortgage Documents that (1) do not increase reporting obligations and do not affect confidentiality requirements or (2) are consented to in writing by Tenant), (f) to the extent any such information becomes publicly available other than by reason of disclosure by the disclosing Party or any of its respective Representatives in breach of this Section 41.22, (g) to the extent that such information is received by such Party from a third party that is not, to such Party's knowledge, subject to confidentiality obligations owing to the other Parties or any of their respective affiliates or related parties, (h) to the extent that such information is independently developed by such Party or (i) as permitted under the first sentence of Section 23.2(a). Each of the Parties acknowledges that it and its Representatives may receive material non-public information with respect to the other Party and its Affiliates and that each such Party is aware (and will so advise its Representatives) that federal and state securities laws and other applicable laws may impose restrictions on purchasing, selling, engaging in transactions or otherwise trading in securities of the other Party and its Affiliates with respect to which such Party or its Representatives has received material non-public information so long as such information remains material non-public information.

**41.23 Time of Essence.** TIME IS OF THE ESSENCE OF THIS LEASE AND EACH PROVISION HEREOF IN WHICH TIME OF PERFORMANCE IS ESTABLISHED.

**41.24 Consents, Approvals and Notices.**

(a) All consents and approvals that may be given under this Lease shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by Landlord or Tenant to the performance of any act by Tenant or Landlord requiring the consent or approval of Landlord or Tenant under any of the terms or provisions of this Lease shall relate only to the specified act or acts thereby consented to or approved and, unless otherwise specified, shall not be deemed a waiver of the necessity for such consent or approval for the same or any similar act in the future, and/or the failure on the part of Landlord or Tenant to object to any such action taken by Tenant or Landlord without the consent or approval of the other Party, shall not be deemed a waiver of their right to require such consent or approval for any further similar act; and Tenant hereby expressly covenants and agrees that as to all matters requiring Landlord's consent or approval under any of the terms of this Lease, Tenant shall secure such consent or approval for each and every happening of the event requiring such consent or approval, and shall not claim any waiver on the part of Landlord of the requirement to secure such consent or approval.

(b) Each Party acknowledges that in granting any consents, approvals or authorizations under this Lease, and in providing any advice, assistance, recommendation or direction under this Lease, neither such Party nor any Affiliates thereof guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (i) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (ii) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); *provided, however*, each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

(c) Any notice, report or information required to be delivered by Tenant hereunder may be delivered collectively with any other notices, reports or information required to be delivered by Tenant hereunder as part of a single report, notice or communication. Any such notice, report or information may be delivered to Landlord by Tenant providing a representative of Landlord with access to Tenant's or its Affiliate's electronic databases or other information systems containing the applicable information and notice that information has been posted on such database or system.

**41.25 No Release of Tenant or Guarantor.** Notwithstanding anything to the contrary set forth in this Lease, neither Tenant nor Guarantor shall be released from their respective obligations under the MLSA, except as and to the extent expressly provided in the MLSA.

**41.26 Suretyship Waivers.** Each applicable entity comprising Tenant that is a party hereto hereby irrevocably waives and agrees not to assert or take advantage of any of the following defenses to any obligation under this Lease or under any other document executed, or to be executed, by it in connection herewith: (i) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any Person, or revocation or repudiation hereof by any Person, or the failure of any entity comprising Landlord or Tenant to file or enforce a claim or cause of action against any other Person or the estate (either in administration,

bankruptcy, or any other proceeding) of any other Person; (ii) diligence, presentment, notice of acceptance, notice of dishonor, notice of presentment, or demand for payment of or performance of the obligations under this Lease or under any other document executed, or to be executed, in connection herewith and all other suretyship defenses generally; (iii) any defense that may arise by reason of any action required by any statute to be taken against any other entity comprising Tenant; (iv) any defense that may arise by reason of the dissolution or termination of the existence of any other entity comprising Tenant; (v) any defense that may arise by reason of the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of any other entity comprising Tenant; (vi) any defense that may arise by reason of the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, assignment, composition, or readjustment of, or any similar proceeding affecting, any other entity comprising Tenant, or any of the assets of any other entity comprising Tenant; (vii) any right of subrogation, indemnity or reimbursement against any other entity comprising Tenant at any time during which a Tenant Event of Default has occurred and is continuing or until all obligations to Landlord have been irrevocably paid and satisfied in full; (viii) any and all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies might impair or destroy any right, if any, of any other entity comprising tenant of subrogation, indemnity or reimbursement; (ix) any defense based upon Landlord's failure to disclose to any entity comprising Tenant any information concerning any other entity comprising Tenant's financial condition or any other circumstances bearing on Tenant's ability to pay all sums payable under or in respect of this Lease or any other document executed, or to be executed, by it in connection herewith; and (x) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal. Additionally, to the extent permitted by Legal Requirements, each entity comprising Tenant waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require foreclosure sales of assets in a particular order, including any rights provided by NRS 100.040 and 100.050, as such sections may be amended or recodified from time to time. Each successor and assign of each entity comprising Tenant agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

**41.27 Amendments.** This Lease may not be amended except by a written agreement executed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Lease (CPLV) has been executed by Landlord and Tenant as of the date first written above.

LANDLORD:

**CPLV PROPERTY OWNER LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
Signature Page to Lease (CPLV)

TENANT:

**DESERT PALACE LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
Signature Page to Lease (CPLV)

**CAESARS ENTERTAINMENT  
OPERATING COMPANY, INC.,**  
a Delaware corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following page]  
Signature Page to Lease (CPLV)

**CEOC LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

Signature Page to Lease (CPLV)



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EXHIBIT A

FACILITY

1. Caesar's Palace Las Vegas (including leasehold interest Octavius Tower), Las Vegas, Nevada.

EXHIBIT B

LEGAL DESCRIPTION OF LAND

PARCEL 1:

All of Lot One (1) of Caesars Palace, a Commercial Subdivision, as shown by map thereof on file in Book 46 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

EXCEPTING THEREFROM that portion as conveyed to Clark County by Deed recorded December 30, 1988, in Book 881230 as Document No. 00924, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of land as conveyed to the State of Nevada by that certain Quitclaim Deed recorded September 29, 1994 in Book 940929 as Document No. 00684, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to the State of Nevada by that Deed recorded September 29, 1994, in Book 940929 as Document No. 00685, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the County of Clark by that Deed recorded November 4, 1997, in Book 971104 as Document No. 00712, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to the County of Clark by Deed recorded June 26, 2003 in Book 20030626 as Document No. 00076, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to the County of Clark by Deed recorded November 12, 2003 in Book 20031112 as Document No. 01302, of Official Records.

Together with that portion of Industrial Road as vacated by that certain Order of Vacation recorded April 4, 1996, in Book 960404 as Document No. 00840, of Official Records.

Together with that portion of Interstate 15 (I-15) and Flamingo Road as described in Quitclaim Deed recorded May 20, 2005 in Book 20050520 as Document No. 02250 and re-recorded May 31, 2005 in Book 20050531 as Document No. 05514 of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to the Clark County by Deed recorded February 13, 2009, in Book 20090213 as Document No. 03437, of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed by Deed recorded May 20, 2011, in Book 20110520 as Document No. 02940, of Official Records.

TOGETHER WITH that portion as vacated by that certain Order of Vacation, recorded September 11, 2014 as Document No. 20140911-0001948, of Official Records.

PARCEL 2:

Non exclusive easements and other rights as established and granted by that certain Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants dated as February 7, 2003 by and between Caesars Palace Realty Corp., a Nevada corporation, Desert Palace, Inc., a Nevada corporation and Forum Developers Limited Partnership, a Nevada limited partnership recorded November 18, 2003 as Document No. 1516 in Book 20031118 and by that Assignment and Assumption of by Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants dated November 14, 2003, recorded November 18, 2003 as Document No. 1518 in Book 20031118, and amended by that First Amendment to Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants, recorded May 3, 2016, in Book 20160503 as Document No. 0002965 in the Official Records, Clark County, Nevada, and amended by that Second Amendment to Second Amended and Restated Parking Agreement and Grant of Reciprocal Easements and Declaration of Covenants, recorded , in Book as Document No. , in the Official Records, Clark County, Nevada.

PARCEL 3:

Non-exclusive easements as set forth and created by that certain Declaration of Covenants, Restrictions and Easements, recorded May 20, 2011, in Book 20110520 as Document No. 002942, for ingress and egress over, under and across the land described therein. Subject to the terms, provisions and conditions set forth in said instrument.

APN: 162-17-710-002, 004, 005, 162-17-810-002, 003, 004, 162-17-810-009

OCTAVIUS TOWER

PARCEL 1:

BEING A PORTION OF LOT 1 AS SHOWN ON A MAP RECORDED IN BOOK 46, PAGE 22 OF PLATS, CLARK COUNTY, NEVADA OFFICIAL RECORDS, LYING WITHIN PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 17 AND NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN MOST PROPERTY CORNER OF SAID LOT 1, SAID CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF FLAMINGO ROAD, FROM WHICH POINT THE SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17 BEARS NORTH 82°11'42" WEST, 1466.24 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT 1 AND SAID RIGHT-OF-WAY, NORTH 01°31'56" EAST, 48.00 FEET; THENCE NORTH 88°28'04" WEST, 92.55 FEET; THENCE DEPARTING SAID BOUNDARY AND RIGHT-OF-WAY, NORTH 01°31'56" EAST, 64.36 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°25'15" WEST, 81.28 FEET; THENCE SOUTH 01°34'45" WEST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 20.92 FEET; THENCE NORTH 01°34'45" EAST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 44.74 FEET; THENCE SOUTH 01°34'45" WEST, 21.67 FEET; THENCE NORTH 88°25'15" WEST, 65.60 FEET; THENCE NORTH 01°34'45" EAST, 21.67 FEET; THENCE NORTH 88°25'15" WEST, 44.73 FEET; THENCE SOUTH 01°34'45" WEST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 20.93 FEET; THENCE NORTH 01°34'45" EAST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 82.67 FEET; THENCE NORTH 01°34'45" EAST, 124.63 FEET; THENCE SOUTH 88°25'15" EAST, 55.51 FEET; THENCE SOUTH 01°34'45" WEST, 26.49 FEET; THENCE SOUTH 88°25'15" EAST, 11.92 FEET; THENCE NORTH 01°34'45" EAST, 10.41 FEET; THENCE SOUTH 88°25'15" EAST, 19.42 FEET; THENCE SOUTH 01°34'45" WEST, 10.41 FEET; THENCE SOUTH 88°25'15" EAST, 11.92 FEET; THENCE NORTH 01°34'45" EAST, 26.49 FEET; THENCE SOUTH 88°25'15" EAST, 52.75 FEET; THENCE SOUTH 01°34'45" WEST, 28.32 FEET; THENCE SOUTH 88°25'15" EAST, 12.83 FEET; THENCE NORTH 01°34'45" EAST, 31.99 FEET; THENCE SOUTH 88°25'15" EAST, 53.58 FEET; THENCE SOUTH 01°34'45" WEST, 31.99 FEET; THENCE SOUTH 88°25'15" EAST, 8.83 FEET; THENCE NORTH 01°34'45" EAST, 25.82 FEET; THENCE SOUTH 88°25'15" EAST, 37.04 FEET; THENCE SOUTH 01°34'45" WEST, 23.99 FEET; THENCE SOUTH 88°25'15" EAST, 12.29 FEET; THENCE NORTH 01°34'45" EAST, 2.92 FEET; THENCE SOUTH 88°25'15" EAST, 3.42 FEET; THENCE SOUTH 01°34'45" WEST, 4.79 FEET; THENCE SOUTH 88°25'15" EAST, 13.82 FEET; THENCE NORTH 01°34'45" EAST, 4.46 FEET; THENCE SOUTH 88°25'15" EAST, 30.09 FEET; THENCE NORTH 01°34'45" EAST, 2.32 FEET; THENCE SOUTH 88°25'15" EAST, 34.71 FEET; THENCE SOUTH 01°34'45" WEST, 94.32 FEET; THENCE SOUTH 88°25'15" EAST, 0.67 FEET; THENCE SOUTH 01°34'45" WEST, 2.26 FEET; THENCE SOUTH 88°25'15" EAST, 2.08 FEET; THENCE SOUTH 01°34'45" WEST, 6.46 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS THE PROPERTY DESCRIBED IN THAT CERTAIN RECORD OF SURVEY MAP, AS SHOWN BY MAP THEREOF ON FILE IN FILE 184 OF SURVEYS, PAGE 17, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL 2:

NON EXCLUSIVE EASEMENTS AND OTHER RIGHTS AS ESTABLISHED AND GRANTED BY THAT CERTAIN SECOND AMENDED AND RESTATED PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED AS FEBRUARY 7, 2003 BY AND BETWEEN CAESARS PALACE REALTY CORP., A NEVADA CORPORATION, DESERT PALACE, INC., A NEVADA CORPORATION AND FORUM DEVELOPERS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP RECORDED NOVEMBER 18, 2003 AS DOCUMENT NO. 1516 IN BOOK 20031118 AND BY THAT ASSIGNMENT AND ASSUMPTION OF BY SECOND AMENDED AND RESTATED PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED NOVEMBER 14, 2003, RECORDED NOVEMBER 18, 2003 AS DOCUMENT NO. 1518 IN BOOK 20031118, AND AMENDED BY THAT FIRST AMENDMENT TO SECOND AMENDED AND RESTATED

PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS, RECORDED MAY 3, 2016, IN BOOK 20160503 AS DOCUMENT NO. 0002965, IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AND AMENDED BY THAT SECOND AMENDMENT TO SECOND AMENDED AND RESTATED PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS, RECORDED , IN BOOK AS DOCUMENT NO. , IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN THAT CERTAIN “DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS”, RECORDED MAY 20, 2011, IN BOOK 20110520 AS DOCUMENT NO. 0002942, OF OFFICIAL RECORDS.

APN: 162-17-810-010

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EXHIBIT C

CAPITAL EXPENDITURES REPORT

[SEE ATTACHED]

[illegible]

<i>Memo: Amount Allocated to Non-CLV, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Other Corporate / Shared Services CapEx (Links to Above)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Amount Allocated to CLV, if Any (Links to Above)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Amount Allocated to Non-CLV, if Any (Links to Above)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Non-Leased Properties Applied to Triennial Covenant A	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Other CapEx Attributable to Non-US or Unrestricted Subs (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Non-CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Gaming Equipment CapEx (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Non-CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Total CapEx Spending Towards Triennial Covenant B (Min \$350MM + Stub Period Adj.)</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Triennial Covenant B Amount Attributable to CLV (Min \$84MM + Stub Period Adj.)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Triennial Covenant B Amount Attributable to Non-CLV (Min \$255MM + Stub Period Adj.)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—



**Proposed Form of Monthly CapEx Reporting**
**B&I PORTION OF CAPEX ONLY**

	<b>FYE</b>	<b>FYE</b>	<b>FYE</b>													
	<b>Dec-18</b>	<b>Dec-19</b>	<b>Dec-20</b>		<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Apr-18</b>	<b>May-18</b>	<b>Jun-18</b>	<b>Jul-18</b>	<b>Aug-18</b>	<b>Sep-18</b>	<b>Oct-18</b>	<b>Nov-18</b>	<b>Dec-18</b>
CLV - Caesars Palace LV - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal CLV Lease - B&amp;I CapEx Only</b>	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal Non-CLV Lease - B&amp;I CapEx Only</b>	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

Proposed Form of Monthly CapEx Reporting Net Revenue Only																			
	QE Dec-17	FYE Dec-18	FYE Dec-19	FYE Dec-20	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
CLV - Caesars Palace LV - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal CLV Lease     - Net Revenue     Only</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal Non-CLV     Lease - Net     Revenue Only</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

EXHIBIT D

FORM OF SCHEDULE CONTAINING ANY ADDITIONS TO OR RETIREMENTS OF  
ANY FIXED ASSETS CONSTITUTING LEASED PROPERTY

DISPOSAL REPORT

<u>Company Code</u>	<u>System Number</u>	<u>Ext</u>	<u>Asset ID</u>	<u>Asset Description</u>	<u>Class</u>	<u>In Svc Date</u>	<u>Disposal Date</u>	<u>DM</u>	<u>Acquired Value</u>	<u>Current Accum</u>	<u>Net Proceeds</u>	<u>Gain/Loss Adjustment</u>	<u>Realized Gain/Loss</u>	<u>GL</u>
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ADDITIONS REPORT

<u>Project/Job Number</u>	<u>System Number</u>	<u>GL Asset Account</u>	<u>Asset ID</u>	<u>Accounting Location</u>	<u>Asset Description</u>	<u>PIS Date</u>	<u>Enter Date</u>	<u>Est Life</u>	<u>Acq Value</u>	<u>Current Accum</u>
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NOTES

## GROUND LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAS VEGAS, IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

BEING A PORTION OF LOT 1 AS SHOWN ON A MAP RECORDED IN BOOK 46, PAGE 22 OF PLATS, CLARK COUNTY, NEVADA OFFICIAL RECORDS, LYING WITHIN PORTIONS OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 17 AND NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN MOST PROPERTY CORNER OF SAID LOT 1, SAID CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF FLAMINGO ROAD, FROM WHICH POINT THE SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 17 BEARS NORTH 82°11'42" WEST, 1466.24 FEET; THENCE ALONG THE BOUNDARY OF SAID LOT 1 AND SAID RIGHT-OF-WAY, NORTH 01°31'56" EAST, 48.00 FEET; THENCE NORTH 88°28'04" WEST, 92.55 FEET; THENCE DEPARTING SAID BOUNDARY AND RIGHT-OF-WAY, NORTH 01°31'56" EAST, 64.36 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°25'15" WEST, 81.28 FEET; THENCE SOUTH 01°34'45" WEST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 20.92 FEET; THENCE NORTH 01°34'45" EAST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 44.74 FEET; THENCE SOUTH 01°34'45" WEST, 21.67 FEET; THENCE NORTH 88°25'15" WEST, 65.60 FEET; THENCE NORTH 01°34'45" EAST, 21.67 FEET; THENCE NORTH 88°25'15" WEST, 44.73 FEET; THENCE SOUTH 01°34'45" WEST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 20.93 FEET; THENCE NORTH 01°34'45" EAST, 9.75 FEET; THENCE NORTH 88°25'15" WEST, 82.67 FEET; THENCE NORTH 01°34'45" EAST, 124.63 FEET; THENCE SOUTH 88°25'15" EAST, 55.51 FEET; THENCE SOUTH 01°34'45" WEST, 26.49 FEET; THENCE SOUTH 88°25'15" EAST, 11.92 FEET; THENCE NORTH 01°34'45" EAST, 10.41 FEET; THENCE SOUTH 88°25'15" EAST, 19.42 FEET; THENCE SOUTH 01°34'45" WEST, 10.41 FEET; THENCE SOUTH 88°25'15" EAST, 11.92 FEET; THENCE NORTH 01°34'45" EAST, 26.49 FEET; THENCE SOUTH 88°25'15" EAST, 52.75 FEET; THENCE SOUTH 01°34'45" WEST, 28.32 FEET; THENCE SOUTH 88°25'15" EAST, 12.83 FEET; THENCE NORTH 01°34'45" EAST, 31.99 FEET; THENCE SOUTH 88°25'15" EAST, 53.58 FEET; THENCE SOUTH 01°34'45" WEST, 31.99 FEET; THENCE SOUTH 88°25'15" EAST, 8.83 FEET; THENCE NORTH 01°34'45" EAST, 25.82 FEET; THENCE SOUTH 88°25'15" EAST, 37.04 FEET; THENCE SOUTH 01°34'45" WEST, 23.99 FEET; THENCE SOUTH 88°25'15" EAST, 12.29 FEET; THENCE NORTH 01°34'45" EAST, 2.92 FEET; THENCE SOUTH 88°25'15" EAST, 3.42 FEET; THENCE SOUTH 01°34'45" WEST, 4.79 FEET; THENCE SOUTH 88°25'15" EAST, 13.82 FEET; THENCE NORTH 01°34'45" EAST, 4.46 FEET; THENCE SOUTH 88°25'15" EAST, 30.09 FEET; THENCE NORTH 01°34'45" EAST, 2.32 FEET;

THENCE SOUTH 88°25'15" EAST, 34.71 FEET; THENCE SOUTH 01°34'45" WEST, 94.32 FEET; THENCE SOUTH 88°25'15" EAST, 0.67 FEET; THENCE SOUTH 01°34'45" WEST, 2.26 FEET; THENCE SOUTH 88°25'15" EAST, 2.08 FEET; THENCE SOUTH 01°34'45" WEST, 6.46 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS THE PROPERTY DESCRIBED IN THAT CERTAIN RECORD OF SURVEY MAP, AS SHOWN BY MAP THEREOF ON FILE IN FILE 184 OF SURVEYS, PAGE 17, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND PARKING AS ESTABLISHED AND GRANTED BY THAT CERTAIN PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED JUNE 1, 1990 AND RECORDED AS DOCUMENT NO. 00862 IN BOOK 900706 IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY FIRST AMENDMENT TO PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED APRIL 11, 1994 AND RECORDED MAY 17, 1994 AS DOCUMENT NO. 01253 IN BOOK 940517 IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY FIRST AMENDED AND RESTATED PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED AS OF MARCH 31, 1996 BY AND BETWEEN CAESARS PALACE REALTY CORP., A NEVADA CORPORATION, DESERT PALACE, INC., A NEVADA CORPORATION, AND FORUM DEVELOPERS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, RECORDED APRIL 26, 1996 AS DOCUMENT NO. 02634 IN BOOK 960426 IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AS AMENDED BY SECOND AMENDED AND RESTATED PARKING AGREEMENT AND GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS DATED AS FEBRUARY 7, 2003 BY AND BETWEEN CAESARS PALACE REALTY CORP., A NEVADA CORPORATION, DESERT PALACE, INC., A NEVADA CORPORATION AND FORUM DEVELOPERS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP RECORDED NOVEMBER 18, 2003 AS DOCUMENT NO. 1516 IN BOOK 20031118 IN THE OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN THAT CERTAIN "DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS", RECORDED MAY 20, 2011, IN BOOK 20110520 AS DOCUMENT NO. 0002942, OF OFFICIAL RECORDS.

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EXHIBIT F

INTENTIONALLY OMITTED

## FORM OF REIT COMPLIANCE CERTIFICATE

## REIT COMPLIANCE CERTIFICATE

Date: \_\_\_\_\_, 20\_\_\_\_

This REIT Compliance Certificate (this “**Certificate**”) is given by Tenant (as defined in that certain Lease (CPLV) (the “**Lease**”) dated as of [\_\_\_\_\_, 2017], by and among CPLV Property Owner LLC, a Delaware limited liability company (together with its successors and assigns, “**Landlord**”), and Desert Palace LLC, a Nevada limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and CEOC, LLC, a Delaware limited liability company (as successor by merger to Caesars Entertainment Operating Company, Inc.) (collectively, and together with their respective successors and permitted assigns, “**Tenant**”), pursuant to Article XL of the Lease. Capitalized terms used herein without definition shall have the meanings set forth in the Lease.

By executing this Certificate, Tenant hereby certifies to Landlord that Tenant has reviewed its transactions during the Fiscal Quarter ending [\_\_\_\_\_] and for such Fiscal Quarter Tenant is in compliance with the provisions of Article XL of the Lease. Without limiting the generality of the foregoing, Tenant hereby certifies that for such Fiscal Quarter, Tenant has not, without Landlord’s advance written consent:

- (i) sublet, assigned or entered into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto;
- (ii) furnished or rendered any services to the subtenant, assignee or manager or managed or operated the Leased Property so subleased, assigned or managed;
- (iii) sublet or assigned to, or entered into a management arrangement for the Leased Property with any Person (other than a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, or any similar or successor provision thereto); or
- (iv) sublet, assigned or entered into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to the Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Certificate has been executed by Tenant on

day of , 20 .

[ ]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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EXHIBIT H

PROPERTY-SPECIFIC IP

[SEE ATTACHED]

Mark	Jurisdiction	Brand	Specific/ Enterprise	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
Beijing Noodle No. 9	United States of America	Caesars	Specific	CPLV	77/269189	8/31/2007	3738566	1/19/2010	Registered
Seahorse	United States of America	Caesars	Specific	CPLV	78/368060	2/13/2004	2961555	6/7/2005	Registered
Color - A Salon	Nevada	Caesars	Specific	CPLV	E0331812009-0	6/11/2009	E0331812009-0	6/11/2009	Registered
Alto Bar (Design)	United States of America	Caesars	Specific	CPLV	87/205632	10/17/2016			Pending
Alto	Nevada	Caesars	Specific	CPLV	20170323096-53	7/28/2017	20170323096-53	7/28/2017	Registered
Apostrophe	United States of America	Caesars	Specific	CPLV	85/918927	4/30/2013	4557182	6/24/2014	Registered
Laurel Collection (Block)	United States of America	Caesars	Specific	CPLV	85/492653	12/12/2011	4,231,389	10/23/2012	Registered
Resplendence Starts Here	United States of America	Caesars	Specific	CPLV	85/959040	6/13/2013	4614679	9/30/2014	Registered
Roman Plaza	United States of America	Caesars	Specific	CPLV	78/472414	8/24/2004	3106029	6/20/2006	Registered
Stripside Cafe & Bar	United States of America	Caesars	Specific	CPLV	87/207585	10/18/2016	5273062	8/22/2017	Registered
Tiger Wok & Ramen	United States of America	Caesars	Specific	CPLV	86/401608	9/22/2014	4759136	6/23/2015	Registered
Vista Cocktail Lounge (Logo)	United States of America	Caesars	Specific	CPLV	86/562485	3/12/2015	4976084	6/14/2016	Registered
<b>Domain Name</b>					<b>Brand</b>		<b>Reg. Date</b>	<b>Registry Expiry Date</b>	
vistaloungelasvegas.com					Caesars - CPLV		2015-03-13	2019-03-13	
vistaloungevegas.com					Caesars - CPLV		2015-03-13	2019-03-13	
venuspoolclub.com					Caesars - CPLV		2008-04-01	2020-04-01	

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EXHIBIT I

FORM OF PACE REPORT

[SEE ATTACHED]



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EXHIBIT J

NEW TOWER LOCATION

On file with the Company.

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EXHIBIT K

DESCRIPTION OF TITLE POLICY

On file with the Company.

## EXHIBIT L

Tenant represents and warrants to Landlord as of the Commencement Date that:

1. No statement of fact made by Tenant in this Lease or in any of the other Lease/MSLA Related Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading in any material respect. There is no material fact presently known to Tenant which has not been disclosed to Landlord which adversely affects the Leased Property or this Lease, nor as far as Tenant can foresee, might reasonably be expected to result in a Material Adverse Effect.
2. All financial data, including, without limitation, the statements of cash flow and income and operating expense, that have been delivered by Tenant to Landlord in connection with this Lease, fairly represent the financial condition of CEC, Tenant and the Leased Property, as applicable, and to the extent prepared or audited by an independent certified public accounting firm, have been prepared in accordance with GAAP or the Uniform System of Accounts throughout the periods covered, except as disclosed therein. Since the date of such financial statements, there has been no material adverse change in the financial condition, operations or business of the Leased Property or Tenant from that set forth in said financial statements.
3. All information submitted by and on behalf of Tenant to Landlord and in all financial statements, rent rolls, reports, certificates and other documents submitted by or on behalf of Tenant to Landlord in connection with Landlord's obligations under the Existing Fee Mortgage Documents or in satisfaction of the terms thereof and all statements of fact made by Tenant in this Lease or in any other Lease/MSLA Related Agreement are, in each case complete and accurate in all material respects. There has been no material adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise misleading in any material respect that would be reasonably expected to result in a Material Adverse Effect. Tenant has disclosed to Landlord all material facts known to Tenant and has not failed to disclose any material fact that could cause any CPLV Tenant Provided Information (as defined in the loan agreement entered into in connection with the Existing Fee Mortgage) or any representation or warranty made herein to be materially misleading which results in any loss, damage, or liability or any out-of-pocket costs and expenses incurred with any claim or action to Landlord or any Existing Fee Mortgagee (and their successors and/or assigns).
4. Tenant has obtained all consents and approvals, including all approvals of Governmental Authorities (as defined in the loan agreement entered into in connection with the Existing Fee Mortgage) including Gaming Authorities, if required, in connection with the execution, delivery and performance by Tenant of this Lease, the MSLA, the other Lease/MSLA Agreement, and the Tenant's business in which it is now engaged, including the operation of the Leased Property. All certifications, permits, licenses and approvals, including without limitation, certificates of completion and occupancy permits, hospitality licenses, liquor licenses and Gaming Licenses required for the legal use, occupancy and operation of the Leased Property have been obtained and are in full force and effect (except where any such failure would not reasonably be expected to have a Material Adverse Effect).

5. The licenses, permits, and regulatory agreements, approvals and registrations relating to the Leased Property, including the Gaming Licenses, may not be, and have not been, transferred by Tenant, to any location other than the Leased Property; have not been pledged as collateral security for any other loan or indebtedness that is outstanding as of the Commencement Date (other than a junior lien or pledge in favor of any Permitted Leasehold Mortgagee); and are held by Tenant, free from restrictions or known conflicts that would materially impair the use or operation of the Leased Property as intended, are in full force and effect and in good standing and are not provisional, conditional or probationary in any manner (except in each case, to the extent that any such failure would not reasonably be expected to have a Material Adverse Effect).
6. Tenant is not in default or violation in any material respect of (i) any order, writ, injunction, decree or demand of any Gaming Authority or (ii) any order, writ, injunction, decree or demand of any Governmental Authority. There has not been committed by Tenant or any other Person in occupancy of or involved with the operation or use of the Leased Property any act or omission affording the federal government or any other Governmental Authority the right of forfeiture as against the Leased Property or any part thereof or any monies paid in performance of Tenant's obligations under this Lease.
7. There are no actions, suits or proceedings at law or in equity by or before any Governmental Authority or other agency now pending or, to Tenant's knowledge, threatened against or affecting the Tenant, CEC or the Leased Property, which actions, suits or proceedings, if determined against the Tenant, CEC or the Leased Property, would reasonably be expected to have a Material Adverse Effect.

For purposes of Exhibit L, "Material Adverse Effect" shall mean any event or condition (which, taken together with any other existing events or conditions at such time) that has a material adverse effect on (a) the ability of Tenant or CEC, as applicable, to comply with its respective obligations under this Lease or the Lease Guaranty, or (b) the use or operation of the Leased Property as a hotel and casino, or value of the Leased Property or this Lease.



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## EXHIBIT M

Information that would customarily be included in a confidential offering circular for commercial mortgage pass-through certificates representing beneficial interests in a mortgage loan relating to a full-service integrated luxury hotel and resort located on the “strip” in Las Vegas, Nevada, provided, that (a) all rents and other revenues from leases and subleases described in such information shall be consolidated into a single line item, (b) revenues at food and beverage outlets described in such information shall be consolidated into a single line item, and (c) such information shall not include any entertainment contracts with respect to the Lease Property or the list of the top accounts at the Leased Property.

Information set forth in Sections 23.1(b)(i), (ii) and (iii) hereof.

SCHEDULE 1

GAMING LICENSES

Unique ID	Legal Entity Name	License Category	Type of License	Issuing Agency	State	Description of License
448	Desert Palace LLC	Gaming	Gaming License	State of Nevada	Nevada	Caesars Palace Las Vegas

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SCHEDULE 2

GROUND LEASES

1. Second Amended and Restated Operating Lease, dated as of the date hereof, between Caesars Octavius, LLC, as landlord, and Landlord (as successor-in-interest to Desert Palace, Inc.), as tenant.

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SCHEDULE 3

INITIAL FEE MORTGAGEE REQUIRED REPAIRS

On file with the Company.

## SCHEDULE 4

## SPECIFIED SUBLEASES

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operations</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
8152	Desert Palace LLC	Caesars Palace Las Vegas	Avanti	Gobbio LLC	LEASE AGREEMENT	4/1/2014	9545 - Caesars Palace - Gobbio LLC - Retail Lease Agreement - Executed Final.pdf
8704	Desert Palace LLC	Caesars Palace Las Vegas	Avanti	GOBBIO, LLC	FIRST AMENDMENT TO THE LEASE AGREEMENT	7/7/2014	Lease Agmt_Caesars Palace and Gobbio_1st Amend_Unexecuted_7.7.14.PDF
14680	Desert Palace LLC	Caesars Palace Las Vegas	Caesars Palace Octavius Tower	Caesars Octavius, LLC	AMENDED AND RESTATED OPERATING LEASE BETWEEN CAESARS OCTAVIUS, LLC AND DESERT PALACE, INC.	10/11/2013	10 - Octavius Operating Lease (Caesars Octavius to Desert Palace).pdf
14932	Desert Palace LLC	Caesars Palace Las Vegas	Caf� Americano	BISTRO CENTRAL, LV, LLC	REVIVAL OF LEASE AGREEMENT	6/24/2014	VV1 CP Revival of Lease.pdf
14933	Desert Palace LLC	Caesars Palace Las Vegas	Caf� Americano	Jamil Dib	LIMITED SECURED GUARANTY OF LEASE AGREEMENT	2/6/2015	VV1 CP Guaranty - Dib.pdf
14931	Desert Palace LLC	Caesars Palace Las Vegas	Caf� Americano	Robert Kang	LIMITED SECURED GUARANTY OF LEASE AGREEMENT	2/6/2015	VV1 CP Guaranty - Kang.pdf
14935	Desert Palace LLC	Caesars Palace Las Vegas	Caf� Americano	Robert Kang	PROMISSORY NOTE	2/6/2015	VV1 CP Promissory Note - Kang.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operations</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
8417	Caesars Palace Corporation, Desert Palace LLC	Caesars Palace Las Vegas	Café Americano	Vegas Venture 1, LLC	LEASE AGREEMENT	1/18/2011	Central 24_7 Lease Agreement_(34186729_1).PDF
14929	Desert Palace LLC	Caesars Palace Las Vegas	Café Americano	Vegas Venture 1, LLC	LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION	2/6/2015	VV1 CP Consent wo ex.pdf
14934	Desert Palace LLC	Caesars Palace Las Vegas	Café Americano	Vegas Venture 1, LLC	MEMORANDUM OF AGREEMENT	2/6/2015	VV1 CP MOA.pdf
14930	Desert Palace LLC	Caesars Palace Las Vegas	Café Americano	Vegas Venture 1, LLC	FIRST AMENDMENT TO LEASE AGREEMENT	10/23/2015	Vegas Venture - First Amendment Patio Fully Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Café Americano	Vegas Venture 1, LLC	SIDE LETTER	2/6/2015	CLV Cafe Americano Side Letter.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Carina	Marshall Management Co.	LEASE - MARSHALL ROUSSO	4/1/1999	Carina_Executed Lease.pdf
15227	Desert Palace LLC	Caesars Palace Las Vegas	Carina	THE MARSHALL RETAIL GROUP, LLC	FIRST AMENDMENT TO LEASE AGREEMENT	3/1/2007	img-718101457-0001.pdf
8701	Desert Palace LLC	Caesars Palace Las Vegas	Carina	THE MARSHALL RETAIL GROUP, LLC	SECOND AMENDMENT TO LEASE AGREEMENT	7/1/2012	Lease Agmt_Caesars Palace and Carina_Unexecuted_July 2012.PDF
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Carina	THE MARSHALL RETAIL GROUP, LLC	NOTICE OF EXERCISE OF THIRD LEASE TERM	2/3/2016	8 Notice of Exercise of Third Lease Term (thru 1 31 2022).pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Carnevale Gallery	Tim Carnevale Co., LLC d/b/a Carnevale Gallery	FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT	2/17/2016	CLV Carnevale 1st Am Fully Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Carnevale Gallery	Tim Carnevale Co., LLC d/b/a Carnevale Gallery	REVOCABLE LICENSE AGREEMENT	12/15/2015	CLV Carnevale Gallery License Agmt Fully Executed.pdf
15252	Desert Palace LLC	Caesars Palace Las Vegas	Ciao Ciao Café Bar	Della Spiga, LLC	LEASE AGREEMENT	11/1/2004	Della Spiga Executed Lease Agmt 11-1-04.pdf
15253	Desert Palace LLC	Caesars Palace Las Vegas	Ciao Ciao Café Bar	Della Spiga, LLC	EXTENSION LETTER	1/2/2014	Della Spiga Ltr 01-02-2014 re Extension of Lease.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Colosseum Photography	Cashman Photo Enterprises of Nevada	FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT	3/31/2010	CLV Cashman 1st Am Fully Executed.pdf
8144	Desert Palace LLC	Caesars Palace Las Vegas	Colosseum Photography	Cashman Photo Enterprises of Nevada	LEASE AND CONCESSION AGREEMENT	4/1/2005	CLV Cashman Photo Lease Agreement.pdf
8456	Desert Palace LLC	Caesars Palace Las Vegas	DiFara Pizza	GUSTO ENTERTAINMENT, LLC	RESTAURANT LICENSE AGREEMENT	12/19/2014	119 TM - Gusto CP Restaurant License Agreement Fully Executed.pdf
8665	Desert Palace LLC	Caesars Palace Las Vegas	Earl of Sandwich	Earl of Sandwich (USA), LLC (“EOS”),	EARL OF SANDWICH RESTAURANT FRANCHISE AGREEMENT	4/9/2014	EOS Franchise Agreement Caesars Palace Las Vegas _Fully Executed.pdf
8523	Desert Palace LLC	Caesars Palace Las Vegas	Fizz	Fizz Vegas, LLC	RETAIL LEASE AGREEMENT	5/16/2013	6969 - Caesars Palace - Fizz Vegas Lease Final 5.16.13 - Fully Executed.pdf
8737	Desert Palace LLC	Caesars Palace Las Vegas	Forever Flawless	SBS Retail Inc. d/b/a Oro Gold	LEASE AGREEMENT	4/1/2010	Oro Gold 03-15-2010 Rev Final.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8566	Desert Palace LLC	Caesars Palace Las Vegas	Forever Flawless	SBS Retail, Inc. d/b/a Forever Flawless	SECOND AMENDMENT TO LEASE AGREEMENT	11/4/2013	8792 - Caesars Palace - SBS- Forever Flawless - executed final - 2nd amendment.pdf
8501	Desert Palace LLC	Caesars Palace Las Vegas	Forever Flawless	SBS Retail, Inc. d/b/a Forever Flawless (f/k/a SBS Retail, Inc. d/b/aOro Gold)	FIRST AMENDMENT TO LEASE AGREEMENT	5/8/2012	5647 - SBS Retail Inc - First Amendment - Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Forever Flawless	SBS Retail, Inc. d/b/a Forever Flawless	EMAIL EXTENDING TERM	1/1/2015	CLV SBS Retail Forever Flawless Extension 3-31-2016.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Forever Flawless	SBS Retail, Inc. d/b/a Forever Flawless	EMAIL EXTENDING TERM	2/4/2016	CLV SBS Retail Forever Flawless Extension 3-31-2017.pdf
15225	Desert Palace LLC	Caesars Palace Las Vegas	Goodfellows Shoeshine	SLB, Inc. d/b/a Goodfellows Shoeshine of Las Vegas	REVOCABLE LICENSE AGREEMENT	7/5/2011	img-718101549-0001.pdf
8553	Desert Palace LLC	Caesars Palace Las Vegas	Goodfellows Shoeshine	SLB, Inc. d/b/a Goodfellows Shoeshine of Las Vegas	FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT	7/1/2013	img-718101602-0001.pdf
8649	Desert Palace LLC	Caesars Palace Las Vegas	Gordon Ramsay Pub	Gordan Ramsay	DEVELOPMENT, OPERATION AND LICENSE AGREEMENT	11/1/2011	Development Operation and License Agreement - Desert Palace Inc - 01792004 Fully Executed.pdf
8427	Desert Palace LLC	Caesars Palace Las Vegas	Guy Savoy	Irish Royalty Company, icap (Ireland) Limited	DEVELOPMENT AND OPERATION AGREEMENT	1/21/2005	GUY SAVOY Executed Savoy Development & Operations Agreements.pdf



<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
15097	Desert Palace LLC	Caesars Palace Las Vegas	Guy Savoy	Irish Royalty Company, icap (Ireland) Limited	LICENSE AGREEMENT	9/5/2005	Executed Savoy License Agreement.pdf
15098	Desert Palace LLC	Caesars Palace Las Vegas	Guy Savoy	Guy Savoy	FIRST AMENDMENT TO THE LICENSE AGREEMENT AND DEVELOPMENT AND OPERATIONS AGREEMENT	1/1/2016	CLV Guy Savoy 1st Am License Dev Ops Agmt Fully Executed.pdf
15089	Desert Palace LLC	Caesars Palace Las Vegas	Hertz	The Hertz Corporation	CONCESSION AGREEMENT	12/20/2013	Executed Hertz-Caesars Palace Las Vegas Concession Agmt - Signed.pdf
15226	Desert Palace LLC	Caesars Palace Las Vegas	Hertz	The Hertz Corporation	FIRST AMENDMENT TO CONCESSION AGREEMENT	12/20/2013	img-718101512-0001.pdf
8717	Desert Palace LLC	Caesars Palace Las Vegas	Hospitality Kiosks	Hospitality Kiosks Incorporated	REVOCABLE LICENSE AGREEMENT	3/1/2010	License AgreementCLV - 3.1.10.pdf
8747	Desert Palace LLC	Caesars Palace Las Vegas	Hospitality Kiosks	Hospitality Kiosks Incorporated	FIRST AMENDMENT TO THE REVOCABLE LICENSE AGREEMENT	5/29/2013	Revocable License Agmt_Caesars Palace and Hospitality Kiosks Incorporated_1st Amend_5.29.13. PDF
8569	Desert Palace LLC	Caesars Palace Las Vegas	It's About Time	Las Vegas Watch Gallery LLC d/b/a Las Vegas Watch Gallery	LAS VEGAS WATCH GALLERY LLC - LEASE AGREEMENT	12/13/2013	8942 - Las Vegas Watch Gallery LLC - Lease Agreement - Fully Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8434	Desert Palace LLC	Caesars Palace Las Vegas	It's About Time	Las Vegas Watch Gallery LLC d/b/a Las Vegas Watch Gallery	FIRST AMENDMENT TO THE LEASE AGREEMENT	6/1/2014	10041 - Las Vegas Watch Gallery LLC - First Amendment to Lease Agreement - Final.pdf
8628	Desert Palace LLC	Caesars Palace Las Vegas	King Baby	King Baby Studio, Inc.	LICENSE AGREEMENT	7/9/2012	2012-07-12 Executed License Agreement Caesars Palace and King Baby Studio.pdf
15247	Desert Palace LLC	Caesars Palace Las Vegas	Kodak Roving Photographers	Kodak Solaris EIS Inc.	REVOCABLE LICENSE AGREEMENT	1/1/2014	Caesars 1.1.2014 - executed.pdf
15248	Desert Palace LLC	Caesars Palace Las Vegas	Kodak Roving Photographers	Kodak Solaris EIS Inc.	AMENDMENT #1 TO REVOCABLE LICENSE AGREEMENT	6/24/2014	Caesars Amend #1 - 6.24.2014 - executed.pdf
15249	Desert Palace LLC	Caesars Palace Las Vegas	Kodak Roving Photographers	Kodak Solaris EIS Inc.	SUBCONTRACTOR CONSENT LETTER	1/24/2014	Caesars Palace Subcontractor Consent Letter.pdf
8630	Desert Palace LLC	Caesars Palace Las Vegas	Landau	The Hyman Companies, Inc.	RETAIL LEASE AGREEMENT	9/30/2010	Caesars Hyman Executed Landau Kiosk Lease Agmt Sept. 30, 2010.pdf
8629	Desert Palace LLC	Caesars Palace Las Vegas	Landau	The Hyman Companies, Inc.	FIRST AMENDMENT TO RETAIL LEASE AGREEMENT	10/1/2011	Caesars Hyman EXECUTED First Amendment to Lease-10-24-11.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Martin & MacArthur	Martin & MacArthur (Nevada), Inc.	LEASE	8/1/2016	CLV Martin & MacArthur Lease Fully Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8720	Desert Palace LLC	Caesars Palace Las Vegas	Martin Lawrence	Martin Lawrence, LLC	LEASE AGREEMENT	7/8/2010	Martin Lawrence Lease (Fully Executed)_(341 86731_1).PDF
8721	Desert Palace LLC	Caesars Palace Las Vegas	Martin Lawrence	Martin Lawrence, LLC	FIRST AMENDMENT TO LEASE AGREEMENT	7/5/2011	Martin Lawrence_1st Amendment_07-01-2011_Revised Clean.doc
14519	Desert Palace LLC	Caesars Palace Las Vegas	Mesa	Mesa LV, LLC	LICENSE AGREEMENT	4/14/2003	Executed License Agreement with Extension Letter.pdf
14944	Desert Palace LLC	Caesars Palace Las Vegas	Mesa	Mesa LV, LLC	FIRST AMENDMENT TO THE LICENSE AGREEMENT	12/22/2015	CLV Mesa 1st Am fully executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Mesa	Mesa LV, LLC	LETTER TO EXTEND	7/8/2013	CLV Mesa Letter to Extend 7.8.13 Revised Through 9.23.2019.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Mesa	Mesa LV, LLC	LETTER TO EXTEND	6/19/2013	CLV Mesa Letter to Extend dated 6.19.13.pdf
13779	Desert Palace LLC	Caesars Palace Las Vegas	Michael Boychuck Salon	Michael and Karen Boychuck Management, Inc	DEVELOPMENT AND OPERATION AGREEMENT	1/15/2007	Doc283826676.pdf
8438	Desert Palace LLC	Caesars Palace Las Vegas	Michael Boychuck Salon	Michael and Karen Boychuck Management, Inc.	FIRST AMENDMENT TO DEVELOPMENT AND OPERATION AGREEMENT	1/15/2014	10181 - Michael and Karen Boychuck Management, Inc. - First Amendment - Final.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Montecristo Cigar Bar	Malecon Tobacco, LLC	FIRST AMENDMENT TO MANAGEMENT AGREEMENT	10/1/2016	CLV Malecon Cigar 1st Am Fully Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Montecristo Cigar Bar	Malecon Tobacco, LLC	MANAGEMENT AGREEMENT	3/1/2016	CLV Malecon Cigar Management Agreement 3.1.2016.pdf
8457	Desert Palace LLC	Caesars Palace Las Vegas	Mr. Chow	Mr. Chow of Las Vegas LLC	RESTAURANT LICENSE AGREEMENT	4/2/2014	16 - 11.1.30 Mr. Chow - License Agreement - Fully Executed.PDF
8731	Desert Palace LLC	Caesars Palace Las Vegas	Nobu	Nobu Hospitality LLC	HOTEL LICENSE AND COOPERATION AGREEMENT	6/24/2011	NOBU HOTEL LICENSE AND COOPERATION AGREEMENT (executed).pdf
8746	Desert Palace LLC	Caesars Palace Las Vegas	Nobu	Nobu Hospitality LLC	RESTAURANT DEVELOPMENT, OPERATION AND LICENSE AGREEMENT	6/24/2011	Restaurant Development, Operation and License Agmt_Nobu Hospitality and Desert Palace_6.24.11.PDF
8647	Desert Palace LLC	Caesars Palace Las Vegas	Noodle No. 9	V Gate Investment, Ltd.	DEVELOPMENT AND OPERATION AGREEMENT	3/15/2007	Development and Operation Agmt_Desert Palace and V Gate_3.15.07.PDF
8673	Desert Palace LLC	Caesars Palace Las Vegas	Numb Cocktail Bar	Tasty Cocktails, LLC d/b/a NUMB	LEASE AGREEMENT	2/2/2010	Executed Lease.pdf
8687	Desert Palace LLC	Caesars Palace Las Vegas	Numb Cocktail Bar	TASTY COCKTAILS, LLC d/b/a NUMB	FIRST AMENDMENT TO THE LEASE AGREEMENT	2/2/2010	First Amendment.pdf
8492	Desert Palace LLC	Caesars Palace Las Vegas	Old Homestead	The Original Homestead Restaurant, Inc., d/b/a the “Old Homestead Steakhouse”	DEVELOPMENT, OPERATION AND LICENSE AGREEMENT	6/21/2011	5301-DNT Acquisition, LLC- Development, Operation, and License Agmt- Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8490	Desert Palace LLC	Caesars Palace Las Vegas	Olive & Beauty	Olive & Beauty c/o Dollar Enterprises LLC	LEASE AGREEMENT	5/24/2012	5187 - Dollar Enterprises, LLC - Lease Agreement - Fully executed.pdf
8567	Desert Palace LLC	Caesars Palace Las Vegas	Olive & Beauty	Olive & Beauty c/o Dollar Enterprises LLC	FIRST AMENDMENT TO THE LEASE AGREEMENT	9/1/2013	img-718101618-0001.pdf
8507	Desert Palace LLC	Caesars Palace Las Vegas	Optica Eyewear	Luxury Optical Holdings Co.	RETAIL LEASE AGREEMENT	9/1/2012	5981 - Retail Lease - Optica Caesars Palace - signed.pdf
8645	Desert Palace LLC	Caesars Palace Las Vegas	Payard	Payard Management, LLC	DEVELOPMENT AND OPERATION AGREEMENT	6/5/2006	Development and Operation Agmt_Desert Palace and Payard Management_6.5.06.PDF
14936	Desert Palace LLC	Caesars Palace Las Vegas	Payard	Payard Management, LLC	FIRST AMENDMENT TO THE DEVELOPMENT AND OPERATION AGREEMENT	9/30/2010	First Amendment to Development Operation Agreement Payard v1 (2).doc
14872	Desert Palace LLC	Caesars Palace Las Vegas	Payard	Payard Management, LLC	SECOND AMENDMENT TO THE DEVELOPMENT AND OPERATION AGREEMENT	8/1/2015	CLV Payard 2nd Am - Fully Executed.pdf
8587	Desert Palace LLC	Caesars Palace Las Vegas	Phillips Seafood	Phillips Franchising LLC	LICENSE AGREEMENT	8/14/2014	9409 - Phillips Franchising, LLC - License Agreement - Fully Executed.pdf
8758	Desert Palace LLC	Caesars Palace Las Vegas	Pure Nightclub (assuming for Omnia)	Touch, LLC	AMENDED AND RESTATED LEASE	4/9/2014	Touch LLC Amended and Restated Lease for Pure Nightclub - Fully..._ (340972 02_1).PDF

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
14890	Desert Palace LLC	Caesars Palace Las Vegas	Pure Nightclub (assuming for Omnia)	Touch, LLC	FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT FOR PURE NIGHTCLUB	6/13/2014	10171 Touch Pure CP 1st Am - Fully Executed.pdf
14891	Desert Palace LLC	Caesars Palace Las Vegas	Pure Nightclub (assuming for Omnia)	Touch, LLC	SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT	12/5/2014	104 TM - Touch CP 2nd Am - Fully Executed.pdf
14937	Desert Palace LLC	Caesars Palace Las Vegas	Pure Nightclub (assuming for Omnia)	Touch, LLC	THIRD AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT	6/30/2015	166-LG - Touch, LLC - Third Amendment - v4.docx
8646	Desert Palace LLC	Caesars Palace Las Vegas	Rao's	Rao's Restaurant Group, LLC	DEVELOPMENT AND OPERATION AGREEMENT	3/17/2006	Development and Operation Agmt_Desert Palace and Rao's Restaurant Group_3.17.06. PDF
14870	Desert Palace LLC	Caesars Palace Las Vegas	Rao's	Rao's Restaurant Group, LLC	FIRST AMENDMENT TO THE DEVELOPMENT AND OPERATION AGREEMENT	11/1/2015	CLV Rao's First Amendment Fully Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Roberto Coin	Roberto Coin, Inc.	LICENSE AGREEMENT	10/13/2015	CLV Roberto Coin License Agmt Fully Executed.pdf
8698	Desert Palace LLC	Caesars Palace Las Vegas	Searsucker	Las Vegas Eats, LLC	LEASE AGREEMENT	6/13/2014	Las Vegas Eats LLC Lease for Searsucker - Fully Executed (yet to open)_(3418673 0_1).PDF

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8724	Desert Palace LLC	Caesars Palace Las Vegas	Serendipity	Moti Partners, LLC	DEVELOPMENT, OPERATION AND LICENSE AGREEMENT	3/9/2015	Moti_Serendipity License Agmt Fully Executed.pdf
8433	Desert Palace LLC	Caesars Palace Las Vegas	Smashburger	Smashburger Franchising LLC	FRANCHISE AGREEMENT	9/9/2014	10014 Smashburger CP Franchise Agreement - Fully Executed.pdf
8418	Desert Palace LLC	Caesars Palace Las Vegas	The Forum Shops	The Forum Developers Limited Partnership	SECOND AMENDED AND RESTATED GROUND LEASE AGREEMENT	2/7/2003	16 - Second Amended & Restated Ground Lease (Complete) (32936613)_(34170367_1).PDF
8420	Desert Palace LLC	Caesars Palace Las Vegas	The Forum Shops	The Forum Developers Limited Partnership	SECOND AMENDED AND RESTATED PARKING AGREEMENT	2/7/2003	16 - Second Amended & Restated Parking Agreement (32936615)_(34170365_1).PDF
N/A	Desert Palace LLC	Caesars Palace Las Vegas	The Forum Shops	Forum Shops, LLC	FIRST AMENDMENT TO SECOND AMENDED AND RESTATED PARKING AGREEMENT	4/29/2016	1st Am to 2nd A&R Parking Agreement (Record....pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	The Forum Shops	Forum Shops, LLC	FIRST AMENDMENT TO SECOND AMENDED AND RESTATED GROUND LEASE	9/18/2015	CLV Simon 1st Am to 2nd A&R Ground Lease.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	The Forum Shops	Forum Shops, LLC	SECOND AMENDMENT TO SECOND AMENDED AND RESTATED GROUND LEASE	4/14/2016	CLV Forum 2nd Am to 2nd A&R Ground Lease Fully Executed.pdf

<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8709	Desert Palace LLC	Caesars Palace Las Vegas	The UPS Store	C's Air, LLC d/b/a The UPS Store	FIRST AMENDMENT TO LEASE AGREEMENT	12/1/2012	Lease Agmt_Caesars Palace and UPS Store_1st Amend_12.1.12.PDF
15222	Desert Palace LLC	Caesars Palace Las Vegas	The UPS Store	C's Air, LLC d/b/a The UPS Store	SECOND AMENDMENT TO LEASE AGREEMENT	10/1/2014	img-718101740-0001.pdf
8502	Desert Palace LLC	Caesars Palace Las Vegas	The UPS Store	C's Air, LLC d/b/a The UPS Store	C'S AIR, LLC D/B/A THE UPS STORE LEASE AGREEMENT	6/28/2012	5694 - C'sAir LLC dba The UPS Store - Lease Agmt - EXECUTED.pdf
15251	Desert Palace LLC	Caesars Palace Las Vegas	Tickets and Tours	Entertainment Benefits Group, LLC	TICKET SERVICES AGREEMENT	11/1/2013	Entertainment Benefits Group - Caesars Palace.pdf
8708	Desert Palace LLC	Caesars Palace Las Vegas	Travel Plus	Cole Retail, Inc.	FIRST AMENDMENT TO THE LEASE AGREEMENT	4/2/2013	Lease Agmt_Caesars Palace and Travel+_1st Amend_4.2.13.PDF
8514	Desert Palace LLC	Caesars Palace Las Vegas	Travel Plus	Cole Retail, Inc. d/b/a Travel +	COLE RETAIL, INC. D/B/A TRAVEL + LEASE AGREEMENT	10/1/2012	6356 - Cole Retail Travel + CLV Lease - signed.pdf
8572	Desert Palace LLC	Caesars Palace Las Vegas	Travel Plus	Viaggi Inc.	LEASE AGREEMENT	12/9/2013	9014 - Viaggi Inc. - Lease Agreement - Final.docx
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Under Armour Store	Required Team Gear, LLC	CONSTRUCTION AND PURCHASE AGREEMENT	4/11/2016	CLV Under Armour Fully Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Vista Lounge	Gladiator Bar, LLC	BAR MANAGEMENT AGREEMENT	5/14/2015	CLV Vista Bar Mgmt Agmt Fully Executed.pdf
8517	Desert Palace LLC	Caesars Palace Las Vegas	Vittorio	Vittorio LLC	LEASE AGREEMENT	10/1/2012	6412 - Vittorio - Retail Lease - Executed Final.pdf



<b>Contract ID</b>	<b>Debtor(s)</b>	<b>Property Name</b>	<b>Name of Operations</b>	<b>Counterparty</b>	<b>Description</b>	<b>Contract Date</b>	<b>File Name</b>
8677	Desert Palace LLC	Caesars Palace Las Vegas	Vittorio	Vittorio, LLC d/b/a Vittorio	LEASE AGREEMENT	11/15/2010	Executed Vittorio Lease Agmt 11-15-10.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Vittorio	Vittorio, LLC	FIRST AMENDMENT TO LEASE	7/1/2015	194-RE-CLV Vittorio 1st Am - Fully Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Vittorio	Vittorio, LLC	SECOND AMENDMENT TO LEASE	7/1/2015	CLV Vittorio 2nd Am Fully Executed.pdf
N/A	Desert Palace LLC	Caesars Palace Las Vegas	Vittorio	Vittorio, LLC	THIRD AMENDMENT TO LEASE	7/1/2016	CLV Vittorio 3d Am Fully Executed.pdf
15250	Desert Palace LLC	Caesars Palace Las Vegas	Wyndham Kiosks	Wyndham Vacation Resorts, Inc.	LICENSE AGREEMENT	11/1/2006	Wyndham Executed Agreement.pdf
8771	Desert Palace LLC	Caesars Palace Las Vegas	Wyndham Kiosks	Wyndham Vacation Resorts, Inc.	FIRST AMENDMENT TO LICENSE AGREEMENT	11/1/2009	Wyndham Vacation Resorts Executed First Amendment.pdf
8554	Desert Palace LLC	Caesars Palace Las Vegas	Wyndham Kiosks	Wyndham Vacation Resorts, Inc.	SECOND AMENDMENT TO LICENSE AGREEMENT	10/1/2013	8365 - Wyndham (Caesars Palace) - Second Amendment - Final.pdf

## SCHEDULE 5

## RENT ALLOCATION

<b>Period</b>	<b>Original Agreement Rent/Base Rent (w/ minimum Escalator)</b>	<b>Rent Allocation</b>	<b>467 Rent</b>	<b>467 Rent Adjustment</b>	<b>467 Interest</b>	<b>467 Loan Balance Beginning of Period</b>
Oct-17	\$ 13,750,000	0	0	(13,750,000)	(34,375)	(13,750,000)
Nov-17	13,750,000	0	0	(13,750,000)	(68,836)	(27,534,375)
Dec-17	13,750,000	0	0	(13,750,000)	(103,383)	(41,353,211)
Jan-18	13,750,000	16,425,264	16,311,502	2,561,502	(138,016)	(55,206,594)
Feb-18	13,750,000	16,425,264	16,311,502	2,561,502	(131,958)	(52,783,108)
Mar-18	13,750,000	16,425,264	16,311,502	2,561,502	(125,884)	(50,353,564)
Apr-18	13,750,000	16,425,264	16,311,502	2,561,502	(119,795)	(47,917,945)
May-18	13,750,000	16,425,264	16,311,502	2,561,502	(113,691)	(45,476,238)
Jun-18	13,750,000	16,425,264	16,311,502	2,561,502	(107,571)	(43,028,426)
Jul-18	13,750,000	16,425,264	16,311,502	2,561,502	(101,436)	(40,574,495)
Aug-18	13,750,000	16,425,264	16,311,502	2,561,502	(95,286)	(38,114,429)
Sep-18	13,750,000	16,425,264	16,311,502	2,561,502	(89,121)	(35,648,212)
Oct-18	14,025,000	16,425,264	16,311,502	2,286,502	(83,627)	(33,450,831)
Nov-18	14,025,000	16,425,264	16,311,502	2,286,502	(78,120)	(31,247,955)
Dec-18	14,025,000	16,425,264	16,311,502	2,286,502	(72,599)	(29,039,573)
Jan-19	14,025,000	16,425,264	16,311,502	2,286,502	(67,064)	(26,825,670)
Feb-19	14,025,000	16,425,264	16,311,502	2,286,502	(61,516)	(24,606,231)
Mar-19	14,025,000	16,425,264	16,311,502	2,286,502	(55,953)	(22,381,245)
Apr-19	14,025,000	16,425,264	16,311,502	2,286,502	(50,377)	(20,150,695)
May-19	14,025,000	16,425,264	16,311,502	2,286,502	(44,786)	(17,914,570)
Jun-19	14,025,000	16,425,264	16,311,502	2,286,502	(39,182)	(15,672,854)
Jul-19	14,025,000	16,425,264	16,311,502	2,286,502	(33,564)	(13,425,534)
Aug-19	14,025,000	16,425,264	16,311,502	2,286,502	(27,931)	(11,172,595)
Sep-19	14,025,000	16,425,264	16,311,502	2,286,502	(22,285)	(8,914,025)
Oct-19	14,305,500	16,425,264	16,311,502	2,006,002	(17,326)	(6,930,307)
Nov-19	14,305,500	16,425,264	16,311,502	2,006,002	(12,354)	(4,941,631)
Dec-19	14,305,500	16,425,264	16,311,502	2,006,002	(7,370)	(2,947,982)
Jan-20	14,305,500	16,425,264	16,311,502	2,006,002	(2,373)	(949,350)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Feb-20	14,305,500	16,425,264	16,311,502	2,006,002	2,636	1,054,279
Mar-20	14,305,500	16,425,264	16,311,502	2,006,002	7,657	3,062,917
Apr-20	14,305,500	16,425,264	16,311,502	2,006,002	12,691	5,076,576
May-20	14,305,500	16,425,264	16,311,502	2,006,002	17,738	7,095,270
Jun-20	14,305,500	16,425,264	16,311,502	2,006,002	22,798	9,119,011
Jul-20	14,305,500	16,425,264	16,311,502	2,006,002	27,870	11,147,811
Aug-20	14,305,500	16,425,264	16,311,502	2,006,002	32,954	13,181,682
Sep-20	14,305,500	16,425,264	16,311,502	2,006,002	38,052	15,220,639
Oct-20	14,591,610	16,425,264	16,311,502	1,719,892	42,446	16,978,583
Nov-20	14,591,610	16,425,264	16,311,502	1,719,892	46,852	18,740,922
Dec-20	14,591,610	16,425,264	16,311,502	1,719,892	51,269	20,507,666
Jan-21	14,591,610	16,425,264	16,311,502	1,719,892	55,697	22,278,828
Feb-21	14,591,610	16,425,264	16,311,502	1,719,892	60,136	24,054,417
Mar-21	14,591,610	16,425,264	16,311,502	1,719,892	64,586	25,834,445
Apr-21	14,591,610	16,425,264	16,311,502	1,719,892	69,047	27,618,924
May-21	14,591,610	16,425,264	16,311,502	1,719,892	73,520	29,407,864
Jun-21	14,591,610	16,425,264	16,311,502	1,719,892	78,003	31,201,275
Jul-21	14,591,610	16,425,264	16,311,502	1,719,892	82,498	32,999,171
Aug-21	14,591,610	16,425,264	16,311,502	1,719,892	87,004	34,801,561
Sep-21	14,591,610	16,425,264	16,311,502	1,719,892	91,521	36,608,457
Oct-21	14,883,442	16,425,264	16,311,502	1,428,060	95,320	38,128,039
Nov-21	14,883,442	16,425,264	16,311,502	1,428,060	99,129	39,651,419
Dec-21	14,883,442	16,425,264	16,311,502	1,428,060	102,947	41,178,608
Jan-22	14,883,442	16,425,264	16,311,502	1,428,060	106,774	42,709,614
Feb-22	14,883,442	16,425,264	16,311,502	1,428,060	110,611	44,244,448
Mar-22	14,883,442	16,425,264	16,311,502	1,428,060	114,458	45,783,120
Apr-22	14,883,442	16,425,264	16,311,502	1,428,060	118,314	47,325,638
May-22	14,883,442	16,425,264	16,311,502	1,428,060	122,180	48,872,012
Jun-22	14,883,442	16,425,264	16,311,502	1,428,060	126,056	50,422,252
Jul-22	14,883,442	16,425,264	16,311,502	1,428,060	129,941	51,976,368
Aug-22	14,883,442	16,425,264	16,311,502	1,428,060	133,836	53,534,369
Sep-22	14,883,442	16,425,264	16,311,502	1,428,060	137,741	55,096,265

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Oct-22	15,181,111	16,425,264	16,311,502	1,130,391	140,911	56,364,397
Nov-22	15,181,111	16,425,264	16,311,502	1,130,391	144,089	57,635,699
Dec-22	15,181,111	16,425,264	16,311,502	1,130,391	147,275	58,910,179
Jan-23	15,181,111	16,425,264	16,311,502	1,130,391	150,470	60,187,846
Feb-23	15,181,111	16,425,264	16,311,502	1,130,391	153,672	61,468,707
Mar-23	15,181,111	16,425,264	16,311,502	1,130,391	156,882	62,752,770
Apr-23	15,181,111	16,425,264	16,311,502	1,130,391	160,100	64,040,043
May-23	15,181,111	16,425,264	16,311,502	1,130,391	163,326	65,330,535
Jun-23	15,181,111	16,425,264	16,311,502	1,130,391	166,561	66,624,252
Jul-23	15,181,111	16,425,264	16,311,502	1,130,391	169,803	67,921,204
Aug-23	15,181,111	16,425,264	16,311,502	1,130,391	173,053	69,221,398
Sep-23	15,181,111	16,425,264	16,311,502	1,130,391	176,312	70,524,843
Oct-23	15,484,733	16,425,264	16,311,502	826,769	178,820	71,527,924
Nov-23	15,484,733	16,425,264	16,311,502	826,769	181,334	72,533,513
Dec-23	15,484,733	16,425,264	16,311,502	826,769	183,854	73,541,616
Jan-24	15,484,733	16,425,264	16,311,502	826,769	186,381	74,552,239
Feb-24	15,484,733	16,425,264	16,311,502	826,769	188,913	75,565,389
Mar-24	15,484,733	16,425,264	16,311,502	826,769	191,453	76,581,071
Apr-24	15,484,733	16,425,264	16,311,502	826,769	193,998	77,599,293
May-24	15,484,733	16,425,264	16,311,502	826,769	196,550	78,620,060
Jun-24	15,484,733	16,425,264	16,311,502	826,769	199,108	79,643,380
Jul-24	15,484,733	16,425,264	16,311,502	826,769	201,673	80,669,257
Aug-24	15,484,733	16,425,264	16,311,502	826,769	204,244	81,697,699
Sep-24	15,484,733	16,425,264	16,311,502	826,769	206,822	82,728,713
Oct-24	12,635,542	16,425,264	16,311,502	3,675,960	216,529	86,611,494
Nov-24	12,635,542	16,425,264	16,311,502	3,675,960	226,260	90,503,983
Dec-24	12,635,542	16,425,264	16,311,502	3,675,960	236,016	94,406,203
Jan-25	12,635,542	12,140,413	12,056,328	(579,215)	245,795	98,318,178
Feb-25	12,635,542	12,140,413	12,056,328	(579,215)	244,962	97,984,759
Mar-25	12,635,542	12,140,413	12,056,328	(579,215)	244,126	97,650,507
Apr-25	12,635,542	12,140,413	12,056,328	(579,215)	243,289	97,315,418
May-25	12,635,542	12,140,413	12,056,328	(579,215)	242,449	96,979,492

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jun-25	12,635,542	12,140,413	12,056,328	(579,215)	241,607	96,642,727
Jul-25	12,635,542	12,140,413	12,056,328	(579,215)	240,763	96,305,119
Aug-25	12,635,542	12,140,413	12,056,328	(579,215)	239,917	95,966,667
Sep-25	12,635,542	12,140,413	12,056,328	(579,215)	239,068	95,627,369
Oct-25	12,888,253	12,140,413	12,056,328	(831,925)	237,586	95,034,512
Nov-25	12,888,253	12,140,413	12,056,328	(831,925)	236,100	94,440,173
Dec-25	12,888,253	12,140,413	12,056,328	(831,925)	234,611	93,844,348
Jan-26	12,888,253	12,140,413	12,056,328	(831,925)	233,118	93,247,034
Feb-26	12,888,253	12,140,413	12,056,328	(831,925)	231,621	92,648,226
Mar-26	12,888,253	12,140,413	12,056,328	(831,925)	230,120	92,047,921
Apr-26	12,888,253	12,140,413	12,056,328	(831,925)	228,615	91,446,116
May-26	12,888,253	12,140,413	12,056,328	(831,925)	227,107	90,842,805
Jun-26	12,888,253	12,140,413	12,056,328	(831,925)	225,595	90,237,987
Jul-26	12,888,253	12,140,413	12,056,328	(831,925)	224,079	89,631,657
Aug-26	12,888,253	12,140,413	12,056,328	(831,925)	222,560	89,023,810
Sep-26	12,888,253	12,140,413	12,056,328	(831,925)	221,036	88,414,445
Oct-26	13,146,018	12,140,413	12,056,328	(1,089,690)	218,864	87,545,790
Nov-26	13,146,018	12,140,413	12,056,328	(1,089,690)	216,687	86,674,964
Dec-26	13,146,018	12,140,413	12,056,328	(1,089,690)	214,505	85,801,961
Jan-27	13,146,018	12,140,413	12,056,328	(1,089,690)	212,317	84,926,776
Feb-27	13,146,018	12,140,413	12,056,328	(1,089,690)	210,124	84,049,402
Mar-27	13,146,018	12,140,413	12,056,328	(1,089,690)	207,925	83,169,835
Apr-27	13,146,018	12,140,413	12,056,328	(1,089,690)	205,720	82,288,069
May-27	13,146,018	12,140,413	12,056,328	(1,089,690)	203,510	81,404,099
Jun-27	13,146,018	12,140,413	12,056,328	(1,089,690)	201,295	80,517,919
Jul-27	13,146,018	12,140,413	12,056,328	(1,089,690)	199,074	79,629,523
Aug-27	13,146,018	12,140,413	12,056,328	(1,089,690)	196,847	78,738,906
Sep-27	13,146,018	12,140,413	12,056,328	(1,089,690)	194,615	77,846,063
Oct-27	13,408,939	12,140,413	12,056,328	(1,352,611)	191,720	76,688,068
Nov-27	13,408,939	12,140,413	12,056,328	(1,352,611)	188,818	75,527,177
Dec-27	13,408,939	12,140,413	12,056,328	(1,352,611)	185,908	74,363,384
Jan-28	13,408,939	12,140,413	12,056,328	(1,352,611)	182,992	73,196,682

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Feb-28	13,408,939	12,140,413	12,056,328	(1,352,611)	180,068	72,027,063
Mar-28	13,408,939	12,140,413	12,056,328	(1,352,611)	177,136	70,854,519
Apr-28	13,408,939	12,140,413	12,056,328	(1,352,611)	174,198	69,679,045
May-28	13,408,939	12,140,413	12,056,328	(1,352,611)	171,252	68,500,632
Jun-28	13,408,939	12,140,413	12,056,328	(1,352,611)	168,298	67,319,272
Jul-28	13,408,939	12,140,413	12,056,328	(1,352,611)	165,337	66,134,960
Aug-28	13,408,939	12,140,413	12,056,328	(1,352,611)	162,369	64,947,686
Sep-28	13,408,939	12,140,413	12,056,328	(1,352,611)	159,394	63,757,445
Oct-28	13,677,117	12,140,413	12,056,328	(1,620,790)	155,740	62,296,049
Nov-28	13,677,117	12,140,413	12,056,328	(1,620,790)	152,077	60,830,999
Dec-28	13,677,117	12,140,413	12,056,328	(1,620,790)	148,406	59,362,287
Jan-29	13,677,117	12,140,413	12,056,328	(1,620,790)	144,725	57,889,903
Feb-29	13,677,117	12,140,413	12,056,328	(1,620,790)	141,035	56,413,839
Mar-29	13,677,117	12,140,413	12,056,328	(1,620,790)	137,335	54,934,084
Apr-29	13,677,117	12,140,413	12,056,328	(1,620,790)	133,627	53,450,629
May-29	13,677,117	12,140,413	12,056,328	(1,620,790)	129,909	51,963,466
Jun-29	13,677,117	12,140,413	12,056,328	(1,620,790)	126,181	50,472,585
Jul-29	13,677,117	12,140,413	12,056,328	(1,620,790)	122,445	48,977,977
Aug-29	13,677,117	12,140,413	12,056,328	(1,620,790)	118,699	47,479,632
Sep-29	13,677,117	12,140,413	12,056,328	(1,620,790)	114,944	45,977,542
Oct-29	13,950,660	12,140,413	12,056,328	(1,894,332)	110,495	44,198,154
Nov-29	13,950,660	12,140,413	12,056,328	(1,894,332)	106,036	42,414,317
Dec-29	13,950,660	12,140,413	12,056,328	(1,894,332)	101,565	40,626,021
Jan-30	13,950,660	12,140,413	12,056,328	(1,894,332)	97,083	38,833,254
Feb-30	13,950,660	12,140,413	12,056,328	(1,894,332)	92,590	37,036,005
Mar-30	13,950,660	12,140,413	12,056,328	(1,894,332)	88,086	35,234,264
Apr-30	13,950,660	12,140,413	12,056,328	(1,894,332)	83,570	33,428,017
May-30	13,950,660	12,140,413	12,056,328	(1,894,332)	79,043	31,617,255
Jun-30	13,950,660	12,140,413	12,056,328	(1,894,332)	74,505	29,801,967
Jul-30	13,950,660	12,140,413	12,056,328	(1,894,332)	69,955	27,982,140
Aug-30	13,950,660	12,140,413	12,056,328	(1,894,332)	65,394	26,157,763
Sep-30	13,950,660	12,140,413	12,056,328	(1,894,332)	60,822	24,328,825

<b>Period</b>	<b>Original Agreement Rent/Base Rent (w/ minimum Escalator)</b>	<b>Rent Allocation</b>	<b>467 Rent</b>	<b>467 Rent Adjustment</b>	<b>467 Interest</b>	<b>467 Loan Balance Beginning of Period</b>
Oct-30	14,229,673	12,140,413	12,056,328	(2,173,345)	55,541	22,216,302
Nov-30	14,229,673	12,140,413	12,056,328	(2,173,345)	50,246	20,098,498
Dec-30	14,229,673	12,140,413	12,056,328	(2,173,345)	44,938	17,975,399
Jan-31	14,229,673	12,140,413	12,056,328	(2,173,345)	39,617	15,846,992
Feb-31	14,229,673	12,140,413	12,056,328	(2,173,345)	34,283	13,713,265
Mar-31	14,229,673	12,140,413	12,056,328	(2,173,345)	28,936	11,574,203
Apr-31	14,229,673	12,140,413	12,056,328	(2,173,345)	23,574	9,429,793
May-31	14,229,673	12,140,413	12,056,328	(2,173,345)	18,200	7,280,023
Jun-31	14,229,673	12,140,413	12,056,328	(2,173,345)	12,812	5,124,877
Jul-31	14,229,673	12,140,413	12,056,328	(2,173,345)	7,411	2,964,345
Aug-31	14,229,673	12,140,413	12,056,328	(2,173,345)	1,996	798,410
Sep-31	14,229,673	12,140,413	12,056,328	(2,173,345)	(3,432)	(1,372,939)
Oct-31	14,514,266	12,140,413	12,056,328	(2,457,939)	(9,586)	(3,834,310)
Nov-31	14,514,266	12,140,413	12,056,328	(2,457,939)	(15,755)	(6,301,834)
Dec-31	14,514,266	12,140,413	12,056,328	(2,457,939)	(21,939)	(8,775,527)
Jan-32	14,514,266	14,282,838	14,183,915	(330,351)	(28,139)	(11,255,405)
Feb-32	14,514,266	14,282,838	14,183,915	(330,351)	(29,035)	(11,613,895)
Mar-32	14,514,266	14,282,838	14,183,915	(330,351)	(29,933)	(11,973,281)
Apr-32	14,514,266	14,282,838	14,183,915	(330,351)	(30,834)	(12,333,565)
May-32	14,514,266	14,282,838	14,183,915	(330,351)	(31,737)	(12,694,750)
Jun-32	14,514,266	14,282,838	14,183,915	(330,351)	(32,642)	(13,056,839)
Jul-32	14,514,266	14,282,838	14,183,915	(330,351)	(33,550)	(13,419,832)
Aug-32	14,514,266	14,282,838	14,183,915	(330,351)	(34,459)	(13,783,733)
Sep-32	14,514,266	14,282,838	14,183,915	(330,351)	(35,371)	(14,148,544)
						\$ 0

## SCHEDULE 6

### LONDON CLUBS

<u>Property</u>	<u>Address</u>
Golden Nugget (01120)	22 Shaftesbury Avenue, London W1D 7EJ
Sportsman (01110)	Old Quebec Street, London W1H 7AF
The Playboy Club/10 Brick Street (01140)	14 Old Park Lane, London W1K 1ND
Leicester Square (01180)	5-6 Leicester Square, London WC2H 7NA
Southend (01210)	Eastern Esplanade, Southend on Sea, Essex SS1 2ZG
Brighton (01220)	Brighton Marina Village, Brighton, Sussex BN2 5UT
Manchester (01240)	The Great Northern, Watson Street, Manchester M3 4LP
Nottingham (01270)	108 Upper Parliament Street, Nottingham NG1 6LF
Glasgow (01250)	Springfield Quay, Paisley Road, Glasgow G5 8NP
Leeds (01280)	4 The Boulevard, Clarence Dock, Leeds LS10 1PZ



**LEASE (NON-CPLV)**

**By and Among**

**The Entities Listed on Schedule A**  
**(collectively, and together with their respective permitted successors and assigns)**  
**as “Landlord”**

**and**

**CEOC, LLC and the Entities Listed on Schedule B**  
**(collectively, and together with their respective permitted successors and assigns)**  
**as “Tenant”**

**dated**

**October 6, 2017**

**for**

**The Properties Listed on Exhibit A**

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## LEASE (NON-CPLV)

THIS LEASE (NON-CPLV) (this "Lease") is entered into as of October 6, 2017, by and among the entities listed on Schedule A attached hereto (collectively, and together with their respective successors and assigns, "Landlord"), and CEOC, LLC, a Delaware limited liability company, and the entities listed on Schedule B attached hereto (collectively, or if the context clearly requires, individually, and together with their respective successors and assigns, "Tenant").

### RECITALS

A. Commencing on January 15, 2015 and continuing thereafter, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), jointly administered under Case No. 15-01145, and the Bankruptcy Court has confirmed the "Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code" (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the "Bankruptcy Plan").

B. Pursuant to the Bankruptcy Plan, on the date hereof the Debtors transferred the Leased Property to Landlord, and Landlord hereby leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, upon the terms set forth in this Lease.

C. Immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC.

D. Capitalized terms used in this Lease and not otherwise defined herein are defined in Article II hereof.

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

### ARTICLE I

#### DEMISE; TERM

**1.1 Leased Property.** Upon and subject to the terms and conditions hereinafter set forth, Landlord demises and leases to Tenant and Tenant accepts and leases from Landlord all of Landlord's rights and interest in and to the following (collectively, the "Leased Property"):

(a) the real property described in Exhibit B attached hereto, together with any ownership interests in adjoining roadways, alleyways, strips, gores and the like appurtenant thereto (collectively, the "Land");

(b) the Ground Leases (as defined below), together with the leasehold estates in the Ground Leased Property (as defined below), as to which this Lease will constitute a sublease;



(c) all buildings, structures, Fixtures and improvements of every kind now or hereafter located on the Land or the improvements located thereon or permanently affixed to the Land or the improvements located thereon, including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines appurtenant to such buildings and structures (collectively, the “Leased Improvements”), provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein;

(d) all easements, development rights and other rights appurtenant to the Land or the Leased Improvements; and

(e) any vessel, riverboat, barge or ship used as a Gaming Facility or which is ancillary to a Gaming Facility, including but not limited to (i) a vessel, riverboat, barge or ship of any kind or nature, whether or not temporarily or permanently moored or affixed to any real property (including its engines, machinery, boats, boilers, masts, rigging, anchors, chains, cables, apparel, tackle, outfit, spare gear, fuel, consumables or their stores, belongings and appurtenances, whether on board or ashore, and all additions, improvements and replacements) which has a current and valid certificate of documentation issued by the National Vessel Documentation Center (“Certificate of Documentation”) or a current and valid certificate of compliance issued by a Gaming Authority (“Certificate of Compliance”) or in the past has been the subject of a Certificate of Documentation and/or Certificate of Compliance, (ii) any property which is a vessel within the meaning given to that term in 1 U.S.C. § 3, and (iii) any property which would be a vessel within the meaning of that term as defined in 1 U.S.C. § 3 but for its removal from navigation for use in gaming or other business operations and/or any modifications made thereto to facilitate dockside gaming or other business operations, and, in each case, all appurtenances thereof.

The Leased Property is leased subject to all covenants, conditions, restrictions, easements and other matters of any nature affecting the Leased Property or any portion thereof as of the Commencement Date and such subsequent covenants, conditions, restrictions, easements and other matters as may hereafter arise in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Landlord and Tenant, whether or not of record, including any matters which would be disclosed by an inspection or accurate survey of the Leased Property or any portion thereof.

Except as more specifically provided in the following paragraph, to the extent Landlord’s ownership of any Leased Property or any portion thereof (including any improvement (including any Capital Improvement) or other property) that does not constitute “real property” within the meaning of Treasury Regulation Section 1.856-3(d), which would otherwise be owned by Landlord and leased to Tenant pursuant to this Lease, could cause Landlord REIT to fail to qualify as a “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto), then a portion of such property shall automatically instead be owned by Propco TRS LLC, a Delaware limited liability company, which is a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT (the “Propco TRS”), to the extent necessary such that Landlord’s ownership of such Leased Property does not cause Landlord REIT to fail to

qualify as a real estate investment trust, provided, there shall be no adjustment in the Rent as a result of the foregoing. In such event, Landlord shall cause the Propco TRS to make such property available to Tenant in accordance with the terms hereof; however, Landlord shall remain fully liable for all obligations of Landlord under this Lease and shall retain sole decision-making authority for any matters for which Landlord's consent or approval is required or permitted to be given and for which Landlord's discretion may be exercised under this Lease. The terms and conditions of this paragraph shall not apply with respect to the casino at the Southern Indiana Leased Property, which shall be governed by, among other things, the following paragraph and the final paragraph of the definition of "Rent" set forth in Section 1.2 hereof.

Furthermore, Tenant acknowledges that the casino at the Southern Indiana Leased Property is currently located on a barge which Tenant intends to relocate in the near future to a portion of the Leased Property currently consisting of vacant land adjacent to the hotel located at such Leased Property. In the event that an Accountant mutually acceptable to Landlord and Tenant determines at any time that the relative values of the portions of the Southern Indiana Leased Property that constitute "real property" within the meaning of Treasury Regulation Section 1.856-3(d) on the one hand, and the portions that do not constitute "real property" on the other hand, could reasonably be expected to cause Landlord REIT to fail to qualify as a "real estate investment trust" (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto), the minimum portion of assets of the Southern Indiana Leased Property necessary to rectify such failure shall automatically instead be owned by a "taxable REIT subsidiary" (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) that owns solely such assets ("Southern Indiana Barge TRS") and, in such event, Landlord shall cause the Southern Indiana Barge TRS to make such property available to Tenant in accordance with the terms hereof; however, Landlord shall remain fully liable for all obligations of Landlord under this Lease and shall retain sole decision-making authority for any matters for which Landlord's consent or approval is required or permitted to be given and for which Landlord's discretion may be exercised under this Lease.

**1.2 Single, Indivisible Lease.** This Lease constitutes one indivisible lease of the Leased Property and not separate leases governed by similar terms. The Leased Property constitutes one economic unit, and the Rent and all other provisions have been negotiated and agreed upon based on a demise of all of the Leased Property to Tenant as a single, composite, inseparable transaction and would have been substantially different had separate leases or a divisible lease been intended. Except as expressly provided in this Lease for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Lease apply equally and uniformly to all components of the Leased Property collectively as one unit. The Parties intend that the provisions of this Lease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Leased Property and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Lease under 11 U.S.C. Section 365, or any successor or replacement thereof or any analogous state law, this is one indivisible and non-severable lease and executory contract dealing with one legal and economic unit and that this Lease must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Leased Property. The Parties may elect to amend this Lease from time to time to modify the boundaries of the Land, to exclude one or more components or portions thereof, and/or to include one or more additional

components as part of the Leased Property, and any such future addition to the Leased Property shall not in any way change the indivisible and nonseverable nature of this Lease and all of the foregoing provisions shall continue to apply in full force. Furthermore, under certain circumstances as more particularly provided in this Lease below, one or more of the Facilities hereunder may, subject to the provisions of this Lease, be removed from this Lease and the corresponding portion of the Leased Property will no longer be part of the Leased Property and such reduction of the Leased Property shall not in any way change the indivisible and nonseverable nature of this Lease and all of the foregoing provisions shall continue to apply in full force with respect to the balance of the Leased Property. For the avoidance of doubt, the Parties acknowledge and agree that this Section 1.2 is not intended to and shall not be deemed to limit, vitiate or supersede anything contained in Section 41.17 hereof.

**1.3 Term.** The “Term” of this Lease shall commence on the Commencement Date and expire on the Expiration Date (i.e., the Term shall consist of the Initial Term plus all Renewal Terms, to the extent exercised as set forth in Section 1.4 below, subject to any earlier termination of the Term pursuant to the terms hereof). The initial stated term of this Lease (the “Initial Term”) shall commence on October 6, 2017 (the “Commencement Date”) and expire on October 31, 2032 (the “Initial Stated Expiration Date”). The “Stated Expiration Date” means the Initial Stated Expiration Date or the expiration date of the most recently exercised Renewal Term, as the case may be.

**1.4 Renewal Terms.** The Term of this Lease may be extended for four (4) separate “Renewal Terms” of five (5) years each if (a) at least twelve (12), but not more than eighteen (18), months prior to the then current Stated Expiration Date, Tenant (or, pursuant to Section 17.1(e), a Permitted Leasehold Mortgagee) delivers to Landlord a “Renewal Notice” stating that it is irrevocably exercising its right to extend this Lease for one (1) Renewal Term; and (b) no Tenant Event of Default shall have occurred and be continuing on the date Landlord receives the Renewal Notice or on the last day of the then current Term (other than a Tenant Event of Default that is in the process of being cured by a Permitted Leasehold Mortgagee in compliance in all respects with Section 17.1(d) and Section 17.1(e)). Subject to the provisions, terms and conditions of this Lease, upon Tenant’s timely delivery to Landlord of a Renewal Notice, the Term of this Lease shall be extended for the then applicable Renewal Term. During any such Renewal Term, except as specifically provided for herein, all of the provisions, terms and conditions of this Lease shall remain in full force and effect. After the last Renewal Term, Tenant shall have no further right to renew or extend the Term. If Tenant fails to validly and timely exercise any right to extend this Lease, then all subsequent rights to extend the Term shall terminate.

**1.5 Maximum Fixed Rent Term.** Notwithstanding anything herein to the contrary, the Term with respect to any Excluded Renewal Property shall expire as of the end of the Renewal Term immediately prior to the Renewal Term that would cause the Term to extend beyond the expiration of the Maximum Fixed Rent Term (after taking into account Maximum Fixed Rent Term extensions, if any, pursuant to clause (c)(iv) of the definition of “Rent”), in which event the applicable Excluded Renewal Property shall revert to Landlord and no longer shall be included in the Leased Property hereunder, and all Tenant’s Property pertaining to such Excluded Renewal Property (including any Gaming Licenses relating thereto) shall remain owned by Tenant.

## ARTICLE II

### DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Article II have the meanings assigned to them in this Article and include the plural as well as the singular and any gender as the context requires; (ii) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; (iii) all references in this Lease to designated “Articles,” “Sections,” “Exhibits” and other subdivisions are to the designated Articles, Sections, Exhibits and other subdivisions of this Lease; (iv) the word “including” shall have the same meaning as the phrase “including, without limitation,” and other similar phrases; (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision; (vi) all Exhibits, Schedules and other attachments annexed to the body of this Lease are hereby deemed to be incorporated into and made an integral part of this Lease; (vii) all references to a range of Sections, paragraphs or other similar references, or to a range of dates or other range (e.g., indicated by “-” or “through”) shall be deemed inclusive of the entire range so referenced; (viii) for the calculation of any financial ratios or tests referenced in this Lease, this Lease, regardless of its treatment under GAAP, shall be deemed to be an operating lease and the Rent payable hereunder shall be treated as an operating expense and shall not constitute indebtedness or interest expense, and (ix) the fact that CEOC is sometimes named herein as “CEOC” is not intended to vitiate or supersede the fact that CEOC is included as one of the entities constituting Tenant.

“AAA”: As defined in the definition of Appointing Authority.

“Accepted MCI Financing Proposal”: As defined in Section 10.4(b).

“Accountant”: Either (i) a firm of independent public accountants designated by Tenant or CEC, as applicable and reasonably acceptable to Landlord, or (ii) a “big four” accounting firm designated by Tenant.

“Accounts”: All Tenant’s accounts, including deposit accounts (but excluding any impound accounts established pursuant to Section 4.1 or any Fee Mortgage Reserve Accounts), all rents, profits, income, revenues or rights to payment or reimbursement derived from Tenant’s use of any space within the Leased Property or any portion thereof and/or from goods sold or leased or services rendered by Tenant from the Leased Property or any portion thereof (including, without limitation, from goods sold or leased or services rendered from the Leased Property or any portion thereof by any Subtenant or Affiliated property manager) and all Tenant’s accounts receivable derived from the use of the Leased Property or goods or services provided from the Leased Property, in each case whether or not evidenced by a contract, document, instrument or chattel paper and whether or not earned by performance, including without limitation, the right to payment of management fees and all proceeds of the foregoing.

“Acquirer”: As defined in Article XVIII.

“Additional Charges”: All Impositions and all other amounts, liabilities and obligations (excluding Rent) which Tenant assumes or agrees or is obligated to pay under this Lease and, in the event of any failure on the part of Tenant to pay any of those items, every fine, penalty, interest and cost which may be added for non-payment or late payment of such items pursuant to the terms hereof or under applicable law.

“Additional Fee Mortgagee Requirements”: As defined in Section 31.3.

“Additional Fee Mortgagee Requirements Period”: As defined in Section 31.3.

“Affected Facility”: The applicable Facility, if a Rejected ROFR Property is located in the Restricted Area of such Facility.

“Affiliate”: When used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. In no event shall Tenant or any of its Affiliates be deemed to be an Affiliate of Landlord or any of Landlord’s Affiliates as a result of this Lease, the Other Leases, the MLSA, the Other MLSAs and/or as a result of any consolidation by Tenant or Landlord of the other such party or the other such party’s Affiliates with Tenant or Landlord (as applicable) for accounting purposes.

“All Property Tests”: Together, the Annual Minimum Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement A.

“Alteration”: Any construction, demolition, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature in, on or to the Leased Improvements that is not a Capital Improvement.

“Alteration Security”: As defined in Section 10.1.

“Alteration Threshold”: As defined in Section 10.1.

“Annual Minimum Cap Ex Amount”: An amount equal to One Hundred Million and No/100 Dollars (\$100,000,000.00), provided, however, that for purposes of calculating the Annual Minimum Cap Ex Amount, Capital Expenditures during the applicable Fiscal Year shall not include (a) Services Co Capital Expenditures in excess of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) nor (b) Capital Expenditures in respect of the London/Chester Properties in excess of Ten Million and No/100 Dollars (\$10,000,000.00). The Annual Minimum Cap Ex Amount shall be decreased from time to time (w) upon the execution of a Severance Lease in accordance with Section 18.2; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or of this Lease in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); (y) in connection with any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to the Acquirer (as defined in such Other Lease); and (z) with respect to the London/Chester Properties, upon the disposition of any Material

London/Chester Property; with such decrease, in each case of clause (w), (x), (y) or (z) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding the foregoing: (1) the sum of all decreases in the Annual Minimum Cap Ex Amount under clause (z) in respect of any dispositions of any London Clubs property shall not exceed Four Million and No/100 Dollars (\$4,000,000.00); (2) the sum of all decreases in the Annual Minimum Cap Ex Amount under clause (z) in respect of any dispositions of any Chester Property shall not exceed Six Million and No/100 Dollars (\$6,000,000.00); (3) in the event of a disposition (in one or a series of transactions) of all or substantially all of the London Clubs, the Annual Minimum Cap Ex Amount shall be decreased by an amount equal to Four Million and No/100 Dollars (\$4,000,000.00); and (4) in the event of a disposition (in one or a series of transactions) of all the Chester Property (subject to exclusions for assets that in the aggregate are de minimis), the Annual Minimum Cap Ex Amount shall be decreased by an amount equal to Six Million and No/100 Dollars (\$6,000,000.00). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Annual Minimum Cap Ex Amount applicable to the Fiscal Years during which such Capital Expenditures or Other Capital Expenditures were incurred, and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Annual Minimum Cap Ex Amount.

“Annual Minimum Cap Ex Requirement”: As defined in Section 10.5(a)(i).

“Annual Minimum Per-Lease B&I Cap Ex Requirement”: As defined in Section 10.5(a)(ii).

“Applicable Deadline”: As defined in Section 23.1(b)(i).

“Appointing Authority”: Either (i) the Institute for Conflict Prevention and Resolution (also known as, and shall be defined herein as, the “CPR Institute”), unless it is unable to serve, in which case the Appointing Authority shall be (ii) the American Arbitration Association (“AAA”) under its Arbitrator Select Program for non-administered arbitrations or whatever AAA process is in effect at the time for the appointment of arbitrators in cases not administered by the AAA, unless it is unable to serve, in which case (iii) the Parties shall have the right to apply to any court of competent jurisdiction to appoint an Appointing Authority in accordance with the court’s power to appoint arbitrators. The CPR Institute and the AAA shall each be considered unable to serve if it no longer exists, or if it no longer provides neutral appointment services, or if it does not confirm (in form or substance) that it will serve as the Appointing Authority within thirty (30) days after receiving a written request to serve as the Appointing Authority, or if, despite agreeing to serve as the Appointing Authority, it does not confirm appointment within sixty (60) days after receiving such written request.

“Arbitration Provision”: Each of the following: the calculation of the Annual Minimum Cap Ex Amount; the determination of whether a Capital Improvement constitutes a Material Capital Improvement; the determination of whether all or a portion of the Leased Property or Other Leased Property constitutes Material Leased Property; the determination of whether all or a portion of the London/Chester Properties constitutes Material London/Chester

Property; the determination of whether the Minimum Facilities Threshold is satisfied; the calculation of Net Revenue; the calculation of Rent (without limitation of the procedures set forth in Section 3.2); the calculation of the Triennial Allocated Minimum Cap Ex Amount B Floor; the calculation of the Triennial Allocated Minimum Cap Ex Amount A; the calculation of the Triennial Allocated Minimum Cap Ex Amount B; without limitation of the EBITDAR Calculation Procedures, any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation and the calculation of any amounts under Sections 10.1(a), 10.3, 10.5(a) and 10.5(b).

“Architect”: As defined in Section 10.2(b).

“Award”: All compensation, sums or anything of value awarded, paid or received from the applicable authority on a total or partial Taking or Condemnation, including any and all interest thereon.

“Base Net Revenue Amount”: Two Billion Four Hundred Ninety Two Million and No/100 Dollars (\$2,492,000,000), which amount Landlord and Tenant agree represents Net Revenue for the Fiscal Period immediately preceding the first (1st) Lease Year.

“Base Rent”: The Base Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Beginning CPI”: As defined in the definition of CPI Increase.

“Bookings”: Reservations, bookings and short-term arrangements with conventions, conferences, hotel guests, tours, vendors and other groups or individuals (it being understood that whether or not such arrangements or agreements are short-term or temporary shall be determined without regard to how long in advance such arrangements or agreements are entered into), in each case entered into in the ordinary course consistent with past practices.

“Brand” and “Brands”: As defined in the MLSA.

“Business Day”: Each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other Lease.

“Cap Ex Reserve”: As defined in Section 10.5(b)(ii).

“Cap Ex Reserve Funds”: As defined in Section 10.5(b)(ii).

“Capital Expenditures”: The sum of (i) all expenditures actually paid by or on behalf of Tenant, on a consolidated basis, to the extent capitalized in accordance with GAAP and in a manner consistent with Tenant’s annual Financial Statements, plus (ii) all Services Co Capital Expenditures; provided that the foregoing shall exclude capitalized interest.

“Capital Improvement”: Any construction, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature (excluding maintenance, repair and replacement in the ordinary course) in, on, or to the Leased Improvements, including, without limitation, structural alterations, modifications or improvements of one or more additional structures annexed to any portion of the Leased Improvements or the expansion of existing Leased Improvements, in each case, to the extent that the costs of such activity are or would be capitalized in accordance with GAAP and in a manner consistent with Tenant’s Financial Statements, and any demolition in connection therewith.

“Capital Lease Obligations”: With respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations have been or should be classified and accounted for as capital leases on a balance sheet of such person under GAAP (as in effect on the date hereof) and, for purposes hereof, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP (as in effect on the date hereof).

“Cash”: Cash and cash equivalents and all instruments evidencing the same or any right thereto and all proceeds thereof.

“Casualty Event”: Any loss, damage or destruction with respect to the Leased Property or any portion thereof.

“CEC”: Caesars Entertainment Corporation, a Delaware corporation.

“CEOC”: CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“Change of Control”: With respect to any party, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such party and its Subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act) or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such party or other Voting Stock into which such party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such party), in any such



event pursuant to a transaction in which any of such party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a party shall include any Parent Entity of such party; and (y) "Voting Stock" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person. Notwithstanding the foregoing: (A) the transfer of assets between or among a party's wholly owned subsidiaries and such party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such party's assets to, an Affiliate of such party (1) incorporated or organized solely for the purpose of reincorporating such party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a party if (1) such party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such party immediately prior to that transaction.

"Chester Property": Those certain casino, race track and land parcels located at and around 777 Harrah's Boulevard, Chester, Pennsylvania, and owned directly or indirectly by CEOC.

"Code": The Internal Revenue Code of 1986 and, to the extent applicable, the Treasury Regulations promulgated thereunder, each as amended from time to time.

"Commencement Date": As defined in Section 1.3.

"Commission": As defined in Section 41.15.

"Condemnation": The exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or private corporation or individual, having such power under Legal Requirements, either under threat of condemnation or while legal proceedings for condemnation are pending.

“Confidential Information”: In addition to information described in Section 41.22, any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“Continuous Operation Facilities”: Collectively, the Facilities known as Horseshoe Southern Indiana, Horseshoe Hammond and Horseshoe Council Bluffs.

“Continuously Operated”: With respect to any Facility, such Facility is continuously used and operated for its Primary Intended Use and open for business to the public during all business hours usual and customary for such use for comparable properties in the State where such Facility is located.

“Control”: The possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“CPI”: The United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, or, if that index is not available at the time in question, then the index designated by such Department as the successor to such index, and if there is no index so designated, an index for an area in the United States that most closely corresponds to the entire United States, published by such Department, or if none, by any other instrumentality of the United States, all as reasonably determined by Landlord and Tenant.

“CPI Increase”: The greater of (a) zero and (b) a fraction, expressed as a decimal, determined as of each Escalator Adjustment Date, (x) the numerator of which shall be the difference between (i) the average CPI for the three (3) most recent calendar months (the “Prior Months”) ending prior to such Escalator Adjustment Date (for which the CPI has been published as of such Escalator Adjustment Date) and (ii) the average CPI for the three (3) corresponding calendar months occurring one (1) year prior to the Prior Months (such average CPI, the “Beginning CPI”), and (y) the denominator of which shall be the Beginning CPI.

“CPR Institute”: As defined in the definition of Appointing Authority.

“Division”: As defined in Section 41.15.

“Dollars” and “\$”: The lawful money of the United States.

“Domestic Subsidiaries”: As defined in the definition of Qualified Replacement Guarantor.

“EBITDA”: The same meaning as “EBITDAR” as defined herein but without giving effect to clause (xi) in the definition thereof.

“EBITDAR”: For any applicable twelve (12) month period, the consolidated net income or loss of a Person on a consolidated basis for such period, determined in accordance with GAAP, provided, however, that without duplication and in each case to the extent included in calculating net income (calculated in accordance with GAAP): (i) income tax expense shall be excluded; (ii) interest expense shall be excluded; (iii) depreciation and amortization expense shall be excluded; (iv) amortization of intangible assets shall be excluded; (v) write-downs and reserves for non-recurring restructuring-related items (net of recoveries) shall be excluded; (vi) reorganization items shall be excluded; (vii) any impairment charges or asset write-offs, non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations, and non-cash charges for deferred tax asset valuation allowances, shall be excluded; (viii) any effect of a change in accounting principles or policies shall be excluded; (ix) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement shall be excluded; (x) any nonrecurring gains or losses (less all fees and expenses relating thereto) shall be excluded; (xi) rent expense shall be excluded; and (xii) the impact of any deferred proceeds resulting from failed sale accounting shall be excluded. In connection with any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation, (i) promptly following request therefor, Tenant shall provide Landlord with all supporting documentation and backup information with respect thereto as may be reasonably requested by Landlord, (ii) such calculation shall be as reasonably agreed upon between Landlord and Tenant, and (iii) if Landlord and Tenant do not agree within twenty (20) days of either party seeking to commence discussions, the same may be determined by an Expert in accordance with and pursuant to the process set forth in Section 34.2 hereof (clauses (i) through (iii), collectively, the “EBITDAR Calculation Procedures”).

“EBITDAR Calculation Procedures”: As defined in the definition of EBITDAR.

“Eligible Account”: A separate and identifiable account from all other funds held by the holding institution that is either (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution or (b) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company acting in its fiduciary capacity that has a Moody’s rating of at least “Baa2” and which, in the case of a state chartered depository institution or trust company, is subject to regulations substantially similar to 12 C.F.R. §9.10(b), having in either case a combined capital and surplus of at least Fifty Million and No/100 Dollars (\$50,000,000.00) and subject to supervision or examination by federal and state authority. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.

“Eligible Institution”: Either (a) a depository institution or trust company insured by the Federal Deposit Insurance Corporation, the short-term unsecured debt obligations or commercial paper of which are rated at least “A-1+” by S&P and “P-1” by Moody’s in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of Letters of Credit and accounts in which funds are held for more than thirty (30) days, the long-term unsecured debt obligations of which are rated at least “A+” by S&P and “Aa3” by Moody’s), or (b) Wells Fargo Bank, National Association, provided that the rating by S&P and Moody’s for the short term unsecured debt obligations or commercial paper and long term unsecured debt obligations of the same does not decrease below the ratings set forth in subclause (a) hereof.

“Embargoed Person”: Any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, The USA PATRIOT Act (including the anti-terrorism provisions thereof), the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder including those related to Specially Designated Nationals and Specially Designated Global Terrorists, with the result that the applicable transaction is prohibited by law or in violation of law.

“Environmental Costs”: As defined in Section 32.4.

“Environmental Laws”: Any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, orders, decrees or judgments, whether statutory or common law, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to the environment, public health and safety and industrial hygiene and relating to the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of any Hazardous Substance, including the Industrial Site Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and relevant provisions of the Occupational Safety and Health Act.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations, equity interests, voting interests or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Escalator”: The sum of (a) one plus (b) the greater of (i) two one-hundredths (0.02) and (ii) the CPI Increase.

“Escalator Adjustment Date”: The first day of each Lease Year, excluding the first Lease Year of the Initial Term and the first Lease Year of each Renewal Term.

“Estoppel Certificate”: As defined in Section 23.1(a).

“Exchange Act”: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Assets”: (i) Motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a lien on such assets or such rights can be perfected by filing a UCC-1), and commercial tort claims with a value of less than Fifteen Million and No/100 Dollars (\$15,000,000.00), (ii) pledges and security interests (1) prohibited by Legal Requirements (including Gaming Regulations) or contractual obligation (except to the extent such contractual obligation was entered into with the intent to vitiate the rights of Landlord hereunder, and provided that Tenant shall use good faith efforts, in its commercially reasonable business judgment, to avoid agreeing to contractual obligations that prohibit pledging of assets that otherwise would constitute Tenant’s Pledged Property) in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or (2) which would require governmental (including Gaming Authority) consent, approval, license or authorization to be pledged (to the extent such consent, approval, license or authorization has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, approval, license or authorization, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent, approval, license or authorization), in each case, except to the extent such requirement is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (iii) those assets as to which Landlord and Tenant reasonably agree in writing that the costs or other consequence of obtaining or perfecting such a security interest or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than Tenant, CEC or any of their Affiliates) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (v) any governmental licenses (including gaming licenses) or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby or require the consent of any governmental authority (to the extent such consent has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent) in each case, except to the extent such prohibition or restriction is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (vi) pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office, (vii) any Equity Interests, (viii) other customary exclusions separately agreed in writing between Landlord and Tenant, (ix) any segregated accounts or funds, or any portion thereof, received by Tenant as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Tenant to collect and remit those funds to such third parties, (x) any equipment or other asset that is subject to a purchase money debt arrangement, slot financing arrangement or a personal property lease obligation, if the contract or other agreement providing for such purchase money debt arrangement, slot financing arrangement or personal property lease obligation prohibits or requires the consent of any Person (other than Tenant, CEC or any of their respective Affiliates) as a condition to the creation of any

other security interest on such equipment or asset and, in each case, to the extent such purchase money debt arrangement, slot financing arrangement or personal property lease obligation is permitted under Section 6.3 hereof, and (xi) proceeds and products of Tenant's Pledged Property that do not independently qualify as Tenant's Pledged Property; provided, that Tenant may in its sole discretion elect to exclude any property from the definition of Excluded Assets.

"Excluded Renewal Property": As defined in the definition of "Rent."

"Existing Fee Mortgage": The Fee Mortgages as in effect on the Commencement Date (if any), together with any amendments, modifications, and/or supplements thereto after the Commencement Date.

"Expert": An independent third party professional, with expertise in respect of a matter at issue, appointed by the agreement of Landlord and Tenant or otherwise in accordance with Article XXXIV hereof.

"Existing Fee Financing": Collectively, (i) that certain loan in the aggregate principal amount of approximately \$1,638,400,000 from the lenders party to that certain First Lien Credit Agreement, dated as of the date hereof, among Propco 1, as Borrower, the Lenders (as defined therein) party thereto from time to time and Wilmington Trust, National Association, as Administrative Agent for the Lenders; (ii) those certain First-Priority Senior Secured Floating Rate Notes due 2022 issued pursuant to the Indenture, dated as the date hereof, among Propco 1 and VICI FC Inc., as issuers, the subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee; and (iii) those certain 8.00% Second Priority Senior Secured Notes due 2023 issued pursuant to the Second Lien Indenture, dated as of the date hereof, among Propco 1 and VICI FC Inc., as issuers, the subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee.

"Expert Valuation Notice": As defined in Section 34.1.

"Expiration Date": The Stated Expiration Date, or such earlier date as this Lease is terminated pursuant to its terms.

"Extraordinary Items": Gains or losses related to events and transactions that both: (a) possess a high degree of abnormality and are of a type clearly unrelated to, or only incidentally related to, the ordinary and typical activities of the applicable entity, taking into account the environment in which such entity operates; and (b) are of a type that would not reasonably be expected to recur in the foreseeable future, taking into account the environment in which the applicable entity operates.

"Facility" or "Facilities": Collectively, (a) the assets comprising (i) a part of an individual Leased Property as listed on Exhibit A attached hereto, including the respective Leased Improvements, easements, development rights, and other tangible rights (if any) forming a part of such individual Leased property or appurtenant thereto, including any and all Capital Improvements (including any Tenant Material Capital Improvements), and (ii) all of Tenant's Property primarily related to or used in connection with the operation of the business conducted on or about such individual Leased Property or any portion thereof, and (b) the business operated by Tenant on or about such individual Leased Property or Tenant's Property or any portion thereof or in connection therewith. The items described in the foregoing clauses (a) and (b), for each such individual Leased Property listed on said Exhibit A, a "Facility", and for all the Leased Property hereunder, collectively, the "Facilities".

"Fair Market Ownership Value": The fair market purchase price of the Leased Property, Facility or any applicable part thereof, as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash on arm's-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), taking into account the provisions of Section 34.1(f) if applicable, and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party) and subject to the further factors, as applicable, that are set forth in the definition of "Fair Market Rental Value" herein below as applicable, either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease.

“Fair Market Base Rental Value”: The Fair Market Rental Value, as determined with respect to Base Rent only (and not Variable Rent nor Additional Charges), assuming and taking into account that Variable Rent and Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Base Rental Value shall be paid.

“Fair Market Property Value”: The fair market purchase price of the applicable personal property (including, solely in the case of a valuation pursuant to Section 36.3 hereof, rights to or under applicable Intellectual Property), as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash on arm’s-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Tenant and either Landlord or Successor Tenant (as applicable), or (ii) if not agreed upon in accordance with clause (i) above, as determined in accordance with the procedure specified in Section 34.1.

“Fair Market Rental Value”: The annual fixed fair market rental value for the Leased Property or any applicable part thereof (excluding Tenant Material Capital Improvements), as the context requires, as of the date of commencement of the Renewal Term for which the Fair Market Rental Value is being determined, in its then-condition, that a willing tenant would pay to a willing landlord on arm’s length terms (assuming (1) neither such tenant nor landlord is under any compulsion to lease and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus, (2) such lease contained terms and conditions identical to the terms and conditions of this Lease, other than with respect to the length of term and payment of Rent, (3) neither party is paying any broker a commission in connection with the transaction, and (4) that the tenant thereunder will pay such Fair Market Rental Value for the entire term of such demise (*i.e.*, no early termination)), taking into account the provisions of Section 34.1(g), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease. In all cases, for purposes of determining the Fair Market Ownership Value or the Fair Market Rental Value, as the case may be, (A) the Leased Property (or Facility, as applicable) to be valued pursuant hereto (as improved by all then existing Leased Improvements, and all Capital Improvements thereto, but excluding any Tenant Material Capital Improvements), shall be valued as (or as part of) a fully-permitted Facility operated in accordance with the provisions of this Lease for the Primary Intended Use, free and clear of any lien or encumbrance evidencing a debt (including any Permitted Leasehold Indebtedness) or judgment (including any mortgage, security interest, tax lien, or judgment lien) (provided, however, for purposes of determining Fair Market Ownership Value of any applicable Tenant Material Capital Improvements pursuant to Section 10.4(e), the same shall be valued on the basis of the then-applicable status of any applicable permits, free and clear of only such liens and encumbrances that will be removed if and when

conveyed to Landlord pursuant to said Section 10.4(e)), (B) in determining the Fair Market Ownership Value or Fair Market Rental Value with respect to damaged or destroyed Leased Property, such value shall be determined as if such Leased Property had not been so damaged or destroyed (unless otherwise expressly provided herein), except that such value with respect to damaged or destroyed Tenant Material Capital Improvements shall only be determined as if such Tenant Material Capital Improvements had been restored if and to the extent Tenant is required to repair, restore or replace such Tenant Material Capital Improvements under this Lease (provided, however, for purposes of determining Fair Market Ownership Value pursuant to Section 10.4(e), the same shall be valued taking into account any then-existing damage), and (C) the price shall represent the normal consideration for the property sold (or leased) unaffected by sales (or leasing) concessions granted by anyone associated with the transaction. In addition, the following specific matters shall be factored in or out, as appropriate, in determining Fair Market Ownership Value or Fair Market Rental Value as the case may be: (i) the negative value of (x) any deferred maintenance or other items of repair or replacement of the Leased Property to the extent arising from breach or failure of Tenant to perform or observe its obligations hereunder, (y) any then current or prior Gaming or other licensure violations by Tenant, Guarantor or any of their Affiliates, and (z) any breach or failure of Tenant to perform or observe its obligations hereunder (in each case with respect to the foregoing clauses (x), (y) and (z), without giving effect to any applicable cure periods hereunder), shall, in each case, when determining Fair Market Ownership Value or Fair Market Rental Value, as the case may be, not be taken into account; rather, the Leased Property and every part thereof shall be deemed to be in the condition required by this Lease and Tenant shall at all times be deemed to have operated the Facilities in compliance with and to have performed all obligations of Tenant under this Lease (provided, however, for purposes of determining Fair Market Ownership Value under Section 10.4(e), the negative value of the items described in clauses (x), (y) and (z) shall be taken into account); and (ii) in the case of a determination of Fair Market Rental Value, such determination shall be without reference to any savings Landlord may realize as a result of any extension of the Term of this Lease, such as savings in free rent and tenant concessions, and without reference to any “start-up” costs a new tenant would incur were it to replace the existing Tenant for any Renewal Term or otherwise. The determination of Fair Market Rental Value shall be of Base Rent and Variable Rent (but not Additional Charges), and shall assume and take into account that Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Rental Value shall be paid. For the avoidance of doubt, the annual Fair Market Rental Value shall be calculated and evaluated as a whole for the entire term in question, and may reflect increases in one or more years during the applicable term in question (i.e., the annual Fair Market Rental Value need not be identical for each year of the term in question).

“Fee Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Landlord’s interest in the Leased Property or any portion thereof (or an indirect interest therein, including without limitation, a lien on direct or indirect interests in Landlord) in accordance with the provisions of Article XXXI hereof.

“Fee Mortgage Documents”: With respect to each Fee Mortgage and Fee Mortgagee, the applicable Fee Mortgage, loan agreement, pledge agreement, debt agreement, credit agreement or indenture, lease, note, collateral assignment instruments, guarantees, indemnity agreements and other documents or instruments evidencing, securing or otherwise relating to the loan made, credit extended, or lease or other financing vehicle entered into pursuant thereto.



“Fee Mortgagee”: The holder(s) or lender(s) under any Fee Mortgage or the agent or trustee acting on behalf of any such holder(s) or lender(s).

“Fee Mortgage Reserve Account”: As defined in Section 31.3.

“FF&E”: Collectively, furnishings, fixtures, inventory, and equipment located in the guest rooms, hallways, lobbies, restaurants, lounges, meeting and banquet rooms, parking facilities, public areas or otherwise in any portion of the Facility, including (without limitation) all beds, chairs, bookcases, tables, carpeting, drapes, couches, luggage carts, luggage racks, bars, bar fixtures, radios, television sets, intercom and paging equipment, electric and electronic equipment, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, stoves, ranges, refrigerators, laundry machines, tools, machinery, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, cabinets, lockers, shelving, dishwashers, garbage disposals, washer and dryers, gaming equipment and other casino equipment and all other hotel and casino resort equipment, supplies and other tangible property owned by Tenant, or in which Tenant has or shall have an interest, now or hereafter located at the Leased Property or used or held for use in connection with the present or future operation and occupancy of the Facility; provided, however, that FF&E shall not include items owned by subtenants that are neither Tenant nor Affiliates of Tenant, by guests or by other third parties.

“Financial Statements”: (i) For a Fiscal Year, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year and prepared in accordance with GAAP and audited by a “big four” or other nationally recognized accounting firm, and (ii) for a Fiscal Quarter, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and for the period from the beginning of the Fiscal Year to the end of such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year or Fiscal Quarter, as the case may be, and prepared in accordance with GAAP.

“First Variable Rent Period”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“First VRP Net Revenue Amount”: As defined in clause (b)(ii)(A)(x) of the definition of “Rent.”

“Fiscal Quarter”: With respect to any Person, for any date of determination, a fiscal quarter for each Fiscal Year of such Person. In the case of each of Tenant and CEC, “Fiscal Quarter” means each calendar quarter ending on March 31, June 30, September 30 and December 31, for each Fiscal Year of Tenant.

“Fiscal Period”: With respect to any Person, for any date of determination, the period of the four (4) most recently ended consecutive Fiscal Quarters of such Person for which Financial Statements are available.

“Fiscal Year”: The annual period commencing January 1 and terminating December 31 of each year.

“Fixtures”: All equipment, machinery, fixtures and other items of property, including all components thereof, that are now or hereafter located in or on, or used in connection with, and permanently affixed to or otherwise incorporated into the Leased Improvements or the Land.

“Foreclosure Purchaser”: As defined in Section 31.1.

“Foreclosure Successor Tenant”: Either (i) any assignee pursuant to Sections 22.2(i)(b) or (c), or (ii) any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee that enters into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“GAAP”: Generally accepted accounting principles in the United States consistently applied in the preparation of financial statements, as in effect from time to time.

“Gaming”: Casino, racetrack, racino, video lottery terminal or other gaming activities, including, but not limited to, the operation of slot machines, video lottery terminals, table games, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering).

“Gaming Authorities”: Any gaming regulatory body or any agency or governmental authority which has, or may at any time after the Commencement Date have, jurisdiction over the gaming activities at an applicable Leased Property or any successor to such authority.

“Gaming Facility”: A facility at which there are operations of slot machines, video lottery terminals, blackjack, baccarat, keno operation, table games, any other mechanical or computerized gaming devices, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering), or which is otherwise operated for purposes of Gaming, and all related or ancillary real property.

“Gaming License”: Any license, qualification, registration, accreditation, permit, approval, finding of suitability or other authorization issued by a state or other governmental regulatory agency (including any Native American tribal gaming or governmental authority) or Gaming Authority to operate, carry on or conduct any gaming, gaming device, slot machine, video lottery terminal, table game, race book or sports pool on the Leased Property or any portion thereof, or to operate a casino at the Leased Property required by any Gaming Regulation, including each of the licenses, permits or other authorizations set forth on Schedule 1, and including those related to the Leased Property that may be added to this Lease after the Commencement Date.

“Gaming Regulation(s)”: Any and all laws, statutes, ordinances, rules, regulations, policies, orders, codes, decrees or judgments, and Gaming License conditions or restrictions, as amended from time to time, now or hereafter in effect or promulgated, pertaining to the operation, control, maintenance, alteration, modification or capital improvement of a Gaming Facility or the conduct of a person or entity holding a Gaming License, including, without limitation, any requirements imposed by a regulatory agency, commission, board or other governmental body pursuant to the jurisdiction and authority granted to it under applicable law, and all other rules, regulations, orders, ordinances and legal requirements of any Gaming Authority.

“Gaming Revenues”: As defined in the definition of “Net Revenue.”

“Government List”: (1) any list or annex to Presidential Executive Order 13224 issued on September 24, 2001 (“EO13224”), including any list of Persons who are determined to be subject to the provisions of EO13224 or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (2) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (3) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (4) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America.

“Ground Leased Property”: The real property leased pursuant to the Ground Leases. The Ground Leased Property in respect of the Ground Leases in existence as of the Commencement Date is described in Exhibit E attached hereto.

“Ground Leases”: Collectively, those certain leases with respect to real property that is a portion of the Leased Property, pursuant to which Landlord is a tenant and which leases are in existence as of the Commencement Date and listed on Schedule 2 hereto or, subject to Section 7.3, subsequently added to the Leased Property in accordance with the provisions of this Lease. Each of the Ground Leases is referred to individually herein as a “Ground Lease.”

“Ground Lessor”: As defined in Section 7.3.

“Guarantor”: CEC, together with its successors and permitted assigns, in its capacity as “Lease Guarantor” under the MLSA.

“Guarantor EOD Conditions”: Both (i) a Lease Foreclosure Transaction that complies with the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of this Lease shall have occurred, and (ii) Guarantor is not an Affiliate of Tenant.

“Guest Data”: Any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or

other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Tenant, Services Co, Manager or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Tenant, Services Co, Manager or any of their respective Affiliates from: (i) guests or customers of the Facilities (for the avoidance of doubt, including Property Specific Guest Data); (ii) guests or customers of any Other Facility (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources and databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program (as defined in the MLSA)).

“Handling”: As defined in Section 32.4.

“Hazardous Substances”: Collectively, any petroleum, petroleum product or by product or any substance, material or waste regulated pursuant to any Environmental Law.

“Impositions”: Collectively, all taxes, including ad valorem, sales, use, single business, gross receipts, transaction privilege, rent or similar taxes; assessments, including assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date and whether or not to be completed within the Term; ground rents pursuant to Ground Leases (in effect as of the Commencement Date or otherwise entered into in accordance with this Lease); water, sewer and other utility levies and charges; excise tax levies; license, permit, inspection, authorization and similar fees; bonds and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character to the extent in respect of the Leased Property or any portion thereof and/or the Rent and Additional Charges (but not, for the avoidance of doubt, in respect of Landlord’s income (as specified in clause (a) below)) and all interest and penalties thereon attributable to any failure in payment by Tenant, which at any time prior to or during the Term may be assessed or imposed on or in respect of or be a lien upon (i) Landlord or Landlord’s interest in the Leased Property or any portion thereof, (ii) the Leased Property or any portion thereof or any rent therefrom or any estate, right, title or interest therein, or (iii) any occupancy, operation, use or possession of, or sales from or activity conducted on or in connection with the Leased Property or any portion thereof or the leasing or use of the Leased Property or any portion thereof; provided, however that nothing contained in this Lease shall be construed to require Tenant to pay (a) any tax, fee or other charge based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Landlord or any other Person (except Tenant and its successors), (b) any transfer, or net revenue tax of Landlord or any other Person (except Tenant and its successors), (c) any tax imposed with respect to the sale, exchange or other disposition by Landlord of any Leased Property or any portion thereof or the proceeds thereof, (d) any principal or interest on or other amount in respect of any indebtedness on or secured by the Leased Property or any portion thereof for which Landlord (or any of its Affiliates) is the obligor, or (e) any principal or interest on or other amount in respect of any indebtedness of Landlord or its Affiliates that is not otherwise included as “Impositions”

hereunder; provided, further, however, that Impositions shall include (and Tenant shall be required to pay in accordance with the provisions of this Lease) (x) any tax, assessment, tax levy or charge set forth in clause (a) or (b) of the preceding proviso that is levied, assessed or imposed in lieu of, or as a substitute for, any Imposition (and, without limitation, if at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new, non-income-based tax, assessment, levy (including, but not limited to, any city, state or federal levy), imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Leased Property, or any part thereof, and shall be imposed upon Landlord, then all such new taxes, assessments, levies, impositions or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term “Impositions” for the purposes hereof, to the extent that such Impositions would be payable if the Leased Property were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions), (y) any transfer taxes or other levy or assessment imposed by reason of any assignment of this Lease (other than an assignment of this Lease made by Landlord) or any interest therein subsequent to the execution and delivery hereof, or any transfer or Sublease or termination thereof and (z) any mortgage tax or mortgage recording tax imposed by reason of any Permitted Leasehold Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Tenant or its Affiliates (but not any mortgage tax or mortgage recording tax imposed by reason of a Fee Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Landlord or its Affiliates).

“Incurable Default”: Collectively or individually, as the context may require, the defaults referred to in Sections 16.1(c), 16.1(d), 16.1(e), 16.1(h) (as to judgments against Guarantor only), 16.1(i), 16.1(n) and 16.1(r) and any other defaults not reasonably susceptible to being cured by a Permitted Leasehold Mortgagee or a subsequent owner of the Leasehold Estate through foreclosure thereof.

“Indenture”: That certain First-Priority Senior Secured Floating Rate Notes due 2022 Indenture dated October 6, 2017, among PropCo 1, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Initial Stated Expiration Date”: As defined in Section 1.3.

“Initial Term”: As defined in Section 1.3.

“Insurance Requirements”: The terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy and of any insurance board, association, organization or company necessary for the maintenance of any such policy.

“Intellectual Property,” or “IP”: All rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential

Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“Trademarks”), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts, (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).

“Intercreditor Agreement”: That certain Intercreditor Agreement, dated as of the date hereof, by and among Landlord, Credit Suisse AG, Cayman Islands Branch, as Credit Agreement Collateral Agent (as defined therein), each additional Tenant Financing Collateral Agent (as defined therein) that becomes a party thereto pursuant to Section 9.6 thereof, Tenant and Wilmington Trust, National Association, as collateral agent for the First Lien Secured Parties, Wilmington Trust, as Authorized Representative for the Credit Agreement Secured Parties and UMB Bank, National Association, as Authorized Representative for the Initial Other First Lien Secured Parties and Wilmington Trust, National Association as Credit Agreement Agent, UMB Bank, National Association as Initial Other First Priority Lien Obligations Agent and UMB Bank, National Association, as trustee under the Second Priority Senior Secured Notes Indenture and as collateral agent under the Collateral Agreement (Second Lien) dated as of October 2, 2017, among the Issuers, certain other Grantors and the Trustee in respect of the Second Priority Senior Secured Notes Indenture, each as lender under the Landlord Financing Agreement (as defined therein).

“Joliet Capital Expenditures”: The “Capital Expenditures” as defined in the Joliet Lease, collectively or individually, as the context may require.

“Joliet Facility”: A “Facility” as defined in the Joliet Lease, collectively or individually, as the context may require.

“Joliet Lease”: As defined in the definition of Other Leases.

“Joliet Leased Property”: The “Leased Property” as defined in the Joliet Lease, collectively or individually, as the context may require.

“Joliet Partner”: Des Plaines Development Holdings, LLC.

“Land”: As defined in clause (a) of the first sentence of Section 1.1.

“Landlord”: As defined in the preamble.

“Landlord Indemnified Parties”: As defined in Section 21.1(i).

“Landlord MCI Financing”: As defined in Section 10.4(b).

“Landlord Prohibited Person”: As defined in the MLSA.

“Landlord REIT”: VICI Properties Inc., a Maryland corporation, the indirect parent of Landlord.

“Landlord Tax Returns”: As defined in Section 4.1(a).

“Landlord Work”: As defined in Section 10.5(e).

“Landlord’s Enforcement Condition”: Either (i) there are no Permitted Leasehold Mortgagees or (ii) Landlord has delivered to each Permitted Leasehold Mortgagee for which notice to Landlord has been properly provided pursuant to Section 17.1(b)(i) hereof, a copy of the applicable notice of default pursuant to Section 17.1(c) hereof and the Right to Terminate Notice pursuant to Section 17.1(d) hereof, and (solely for purposes of this clause (ii)) either of the following occurred:

(a) Either (1) no Permitted Leasehold Mortgagee has satisfied the requirements in Section 17.1(d) within the thirty (30) or ninety (90) day periods, as applicable, described therein, or (2) a Permitted Leasehold Mortgagee satisfied the requirements in Section 17.1(d) prior to the expiration of the applicable period, but did not cure a default that is required to be so cured by such Permitted Leasehold Mortgagee and such Permitted Leasehold Mortgagee discontinued efforts to cure the applicable default(s) thereby failing to satisfy the conditions for extending the termination date as provided in Section 17.1(e) or otherwise failed at any time to satisfy the conditions for extending the termination date as provided in Section 17.1(e)(i); or

(b) Both (1) this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default, and (2) no Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein.

“Landlord’s MCI Financing Proposal”: As defined in Section 10.4(a).

“Landlord Specific Ground Lease Requirements”: As defined in Section 7.3(a).

“Lease”: As defined in the preamble.

“Lease Assumption Agreement”: As defined in Section 22.2(i).

“Lease Foreclosure Transaction”: Either (i) an assignment pursuant to Section 22.2(i)(b) or (c), or (ii) entry by any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“Lease/MLSA Related Agreements”: Collectively, this Lease, the Other Leases, the MLSA, the Other MLSAs, the Transition Services Agreement, the Other Transition Services Agreement, the Intercreditor Agreement and the Other Intercreditor Agreement.

“Lease Year”: The first Lease Year of the Term shall be the period commencing on the Commencement Date and ending on the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs, and each subsequent Lease Year shall be each period of twelve (12) full calendar months after the last day of the prior Lease Year, except that the final Lease Year of the Term shall end on the Expiration Date.

“Leased Improvements”: As defined in clause (c) of the first sentence of Section 1.1.

“Leased Property”: As defined in Section 1.1. For the avoidance of doubt, the Leased Property includes all Alterations and Capital Improvements, provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein. Notwithstanding the foregoing, provisions of this Lease that provide for certain benefits or rights to Tenant with respect to Tenant Material Capital Improvements, such as, by way of example only and not by way of limitation, the payment of the applicable insurance proceeds to Tenant due to a loss or damage of such Tenant Material Capital Improvements pursuant to Section 14.1, shall remain in effect notwithstanding the preceding sentence.

“Leased Property Tests”: Together, the Annual Minimum Per-Lease B&I Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement B.

“Leasehold Estate”: As defined in Section 17.1(a).

“Legal Requirements”: All applicable federal, state, county, municipal and other governmental statutes, laws (including securities laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, whether now or hereafter enacted and in force, as applicable to any Person or to any Facility, including those (a) that affect either the Leased Property or any portion thereof and/or Tenant’s Property, all Capital Improvements and Alterations (including any Material Capital Improvements) or the construction, use or alteration thereof, or otherwise in any way affecting the business operated or conducted thereat, as the context requires, and (b) which may (i) require repairs, modifications or alterations in or to the Leased Property or any portion thereof and/or any of Tenant’s Property, (ii) without limitation of the preceding clause (i), require repairs, modifications or alterations in or to any portion of any Capital Improvements (including any Material Capital Improvements), (iii) in any way adversely affect the use and enjoyment of any of the foregoing, or (iv) regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Substance.

“Letter of Credit”: An irrevocable, unconditional, clean sight draft letter of credit reasonably acceptable to Landlord and Fee Mortgagee (as applicable) in favor of Landlord or, at Landlord’s direction, Fee Mortgagee and entitling Landlord or Fee Mortgagee (as applicable) to draw thereon based solely on a statement executed by an officer of Landlord or Fee Mortgagee (as applicable) stating that it has the right to draw thereon under this Lease in a location in the United States reasonably acceptable to Landlord or Fee Mortgagee (as applicable), issued by a domestic Eligible Institution or the U.S. agency or branch of a foreign Eligible Institution, and



upon which letter of credit Landlord or Fee Mortgagee (as applicable) shall have the right to draw in full: (a) if Landlord or Fee Mortgagee (as applicable) has not received at least thirty (30) days prior to the date on which the then outstanding letter of credit is scheduled to expire, a notice from the issuing financial institution that it has renewed the applicable letter of credit; (b) thirty (30) days prior to the date of termination following receipt of notice from the issuing financial institution that the applicable letter of credit will be terminated; and (c) thirty (30) days after Landlord or Fee Mortgagee (as applicable) has given notice to Tenant that the financial institution issuing the applicable letter of credit ceases to either be an Eligible Institution or meet the rating requirement set forth above.

“Licensing Event”:

(a) With respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to either Tenant or Manager or any of their respective Affiliates (each, a “Tenant Party”) or to a Landlord Party (as defined below) or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Tenant Party with Landlord is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by Landlord or any of its Affiliates (each, a “Landlord Party”) under any Gaming Regulations or (B) violate any Gaming Regulations to which a Landlord Party is subject; or (ii) a Tenant Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Tenant Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so, and, solely for purposes of determining whether a Tenant Event of Default has occurred under Section 16.1(l), the same causes cessation of Gaming activity at a Continuous Operation Facility and would reasonably be expected to have a material adverse effect on the Facilities taken as a whole with the Joliet Facility); and

(b) With respect to Landlord, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a Landlord Party or to a Tenant Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Landlord Party with Tenant is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by a Tenant Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Tenant Party is subject; or (ii) a Landlord Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Landlord Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so, and, solely for purposes of determining whether a default has occurred under Section 41.13 hereunder, the same causes cessation of Gaming activity at a Continuous Operation Facility and would reasonably be expected to have a material adverse effect on the Facilities taken as a whole with the Joliet Facility).

“Liquor Authority”: As defined in Section 41.13.

“Liquor Laws”: As defined in Section 41.13.

“London Clubs”: Those certain assets described on Schedule 6 attached hereto.

“London/Chester Properties”: Collectively, the London Clubs and the Chester Property.

“Manager”: Non-CPLV Manager, LLC, a Delaware limited liability company, together with its successors and permitted assigns, in its capacity as “Manager” under the MLSA.

“Market Capitalization”: With respect to any Person, an amount equal to (i) the total number of issued and outstanding shares of Equity Interests of such Person on the date of determination multiplied by (ii) the arithmetic mean of the closing sale price per share of such Equity Interests as reported in composite transactions for the principal securities exchange on which such Equity Interests are traded for the thirty (30) consecutive trading days (excluding any such trading day in which a material suspension or limitation was imposed on trading on such securities exchange) immediately preceding the date of determination. If such Equity Interests are not so traded, are not so reported or such Person’s Market Capitalization is otherwise not readily observable, such Person’s “Market Capitalization” for purposes of this Lease shall be its equity value based on a valuation by a valuation firm that is acceptable to both Landlord and Tenant and that is not an Affiliate of either Landlord or Tenant. For the purposes of this definition, the number of issued and outstanding shares of Equity Interests of a person shall not include shares held (a) by a Subsidiary of such person or (b) by such person as treasury stock or otherwise.

“Material Capital Improvement”: Any single or series of related Capital Improvements that would or does (i) have a total budgeted or actual cost (as reasonably evidenced to Landlord) (excluding land acquisition costs) in excess of Fifty Million and No/100 Dollars (\$50,000,000.00) and (ii) either (a) materially alter a Facility (e.g., shoring, permanent framework reconfigurations), (b) expand a Facility (i.e., construction of material additions to existing Leased Improvements) or (c) add improvements to undeveloped portion(s) of the Land.

“Material Leased Property”: Leased Property or Other Leased Property, or any portion thereof, having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material London/Chester Property”: All or any portion of the London/Chester Properties having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material Sublease”: A Sublease (excluding a management agreement or similar agreement to operate but not occupy as a tenant a particular space at a Facility) under which the rent and/or fees and other payments payable by the Subtenant (or manager) exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year (commencing on the first (1st) day of the second (2nd) Lease Year)) per month.

“Maximum Fixed Rent Term”: With respect to each Leased Property, the Maximum Fixed Rent Term as set forth on Schedule 3 attached hereto, as it may be extended in accordance with clause (c) of the definition of “Rent”.

“Minimum Cap Ex Amount”: The Annual Minimum Cap Ex Amount, the Triennial Minimum Cap Ex Amount A and/or the Triennial Minimum Cap Ex Amount B, as applicable.

“Minimum Cap Ex Reduction Amount”: In each instance in which any Material Leased Property is removed from this Lease or any Other Leases (as applicable), Landlord disposes of a Facility and a third party Severance Lease is executed, Landlord disposes of all of the Leased Property and this Lease is assigned to a third party Acquirer, an Other Lease (and all the Other Leased Property thereunder) is assigned to a third party Acquirer (as defined in such Other Lease) or Material London/Chester Property is disposed of, all as described in the definitions of Annual Minimum Cap Ex Amount, Triennial Minimum Cap Ex Amount A and Triennial Minimum Cap Ex Amount B (as applicable), the product of (i) the applicable Minimum Cap Ex Amount or Triennial Allocated Minimum Cap Ex Amount B Floor in effect immediately prior thereto, multiplied by (ii) a fraction, the numerator of which shall be equal to the portion of the EBITDAR of Tenant or the Other Tenant (as applicable) for the Trailing Test Period attributable to the applicable Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable), and the denominator of which shall be equal to the aggregate EBITDAR of Tenant and Other Tenants for the Trailing Test Period attributable to all assets then included in the calculation of Capital Expenditures for purposes of the All Property Tests (with respect to the Annual Minimum Cap Ex Amount and the Triennial Minimum Cap Ex Amount A) or the Leased Property Tests (with respect to the Triennial Minimum Cap Ex Amount B and the Triennial Allocated Minimum Cap Ex Amount B Floor) (including, for this purpose, the applicable Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable)).

“Minimum Cap Ex Requirements”: The Annual Minimum Cap Ex Requirement, the Annual Minimum Per-Lease B&I Cap Ex Requirement, the Triennial Minimum Cap Ex Requirement A and the Triennial Minimum Cap Ex Requirement B, as applicable.

“Minimum Facilities Threshold”: (i) Not less than two thousand five hundred (2,500) rooms, one hundred thousand (100,000) square feet of casino floor containing no less than one thousand three hundred (1,300) slot machines and one hundred (100) gaming tables, (ii) revenue of no less than Seventy-Five Million and No/100 Dollars (\$75,000,000.00) per year is derived from high limit VVIP and international gaming customers, (iii) extensive operated food and beverage outlets, and (iv) at least one (1) large entertainment venue; provided, however, that the foregoing clause (ii) may be satisfied if the Qualified Replacement Manager has managed a property that satisfies the requirements of such clause (ii) within the immediately preceding two (2) years.

“MLSA”: That certain Management and Lease Support Agreement (Non-CPLV) dated of even date herewith by and among Guarantor, Manager, Affiliates of Manager, Tenant and Landlord, as amended, restated or otherwise modified from time to time.

“Net Revenue”: The net sum of the following, without duplication, over the applicable time period of measurement: (i) the amount received by Tenant (and its Subsidiaries) from patrons at the Facilities for gaming, less, (A) to the extent otherwise included in the

calculation of Net Revenue, refunds and free promotional play provided pursuant to a rewards, marketing, and/or frequent users program (including rewards granted by Affiliates of Tenant) and (B) amounts returned to patrons through winnings at the Facility (the net amount described in this clause (i), "Gaming Revenues"); *plus* (ii) the gross receipts of Tenant (and its Subsidiaries) for all goods and merchandise sold, room revenues derived from hotel operations, food and beverages sold, the charges for all services performed, or any other revenues generated by or otherwise payable to Tenant (and its Subsidiaries) (including, without limitation, use fees, retail and commercial rent, revenue from rooms, accommodations, food and beverage, and the proceeds of business interruption insurance) in, at or from the Facilities for cash, credit or otherwise (without reserve or deduction for uncollected amounts), but excluding pass-through revenues collected by Tenant to the extent such amounts are remitted to the applicable third party entitled thereto (the net amounts described in this clause (ii), "Retail Sales"); *less* (iii) to the extent otherwise included in the calculation of Net Revenue, the retail value of accommodations, merchandise, food and beverage and other services furnished to guests of Tenant at the Facilities without charge or at a reduced charge (and, with respect to a reduced charge, such reduction in Net Revenue shall be equal to the amount of the reduction of such charge otherwise included in Net Revenue) (the amounts described in this clause (iii), "Promotional Allowances"). Notwithstanding anything herein to the contrary, the following provisions shall apply with respect to the calculation of Net Revenue:

(a) For purposes of calculating adjustments to Variable Rent, the following provisions shall apply:

(1) Intentionally omitted.

(2) In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, thereafter, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease shall not be included in the calculation of Net Revenue for the applicable base year, provided, that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to substantially the same Ground Leased Property, then the Net Revenue attributable to such expired, cancelled or terminated Ground Lease shall once again be included in the calculation of Net Revenue for the applicable base year.

(3) If Tenant enters into a Sublease with a Subtenant that is not wholly-owned by Guarantor (such that, after entering into such Sublease rather than the Gaming Revenues, Retail Sales and Promotional Allowances generated by the space covered by such Sublease being included in the calculation of Tenant's Net Revenue, instead the revenue from such Sublease would be governed by clause (b)(1) or (b)(2) below), then, thereafter, any Gaming Revenues, Retail Sales and Promotional Allowances that would otherwise be included in the calculation of Net Revenue for the applicable base year with respect to the applicable subleased (or managed) space shall be excluded from the calculation of Net Revenue for the applicable base year, and the rent and/or fees and other consideration to be received by Tenant pursuant to such Sublease shall be substituted therefor.

(4) If Tenant assumes operation of space that in the applicable base year was operated under a Sublease with a Subtenant that was not wholly-owned by Guarantor, or if all of the direct or indirect ownership interests in a Person that was a Subtenant in the applicable base year are acquired by Guarantor (in either case, such that after entering into such Sublease revenue that would otherwise be included in Net Revenue for the applicable base year pursuant to clause (b)(1) or (b)(2) below is converted to revenue with respect to which Gaming Revenues, Retail Sales and Promotional Allowances are included in Net Revenue for the applicable base year), then, thereafter, the rent and/or fees and other consideration received by Tenant pursuant to such Sublease that would otherwise be included in the calculation of Net Revenue for the applicable base year shall be excluded from the calculation of Net Revenue for the applicable base year, and the Gaming Revenues, Retail Sales and Promotional Allowances to be received by Tenant pursuant to its operation of such space shall be substituted therefor.

(5) Notwithstanding the foregoing, the adjustments provided for in clauses (a)(3) and (a)(4) above shall not be implemented in the calculation of Net Revenue with respect to any transaction involving any space for which aggregate Gaming Revenues, Retail Sales and Promotional Allowances do not exceed Ten Million and No/100 Dollars (\$10,000,000.00) in each transaction and Fifteen Million and No/100 Dollars (\$15,000,000.00) in the aggregate per Lease Year.

(b) Amounts received pursuant to Subleases shall be included in Net Revenue as follows:

(1) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns less than fifty percent (50%) of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include the rent and/or fees and all other consideration received by Tenant pursuant to such Sublease.

(2) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns fifty percent (50%) or more of the ownership interests, but less than all of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include an amount equal to the greater of (x) the rent and/or fees and all other consideration actually received by Tenant for such Sublease from such Affiliate and (y) the rent and/or fees and other consideration that would be payable under such Sublease if at arms-length, market rates.

(3) With respect to any Sublease from Tenant to a Subtenant that is directly or indirectly wholly-owned by Guarantor, Net Revenue shall not include the rent and/or fees or any other consideration received by Tenant pursuant to such Sublease but shall include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant.

(c) For the avoidance of doubt, gaming taxes and casino operating expenses (such as salaries, income taxes, employment taxes, supplies, equipment, cost of goods and inventory, rent, office overhead, marketing and advertising and other general administrative costs) will not be deducted in arriving at Net Revenue.

(d) Net Revenue will be calculated on an accrual basis for purposes of this definition, as required under GAAP.

“New Jersey Act”: As defined in Section 41.15.

“New Jersey Facilities”: The Facilities identified on Exhibit A attached hereto that are located in the State of New Jersey. Individually, each of the New Jersey Facilities shall be referred to herein as a “New Jersey Facility”.

“New Jersey Fair Market Value”: As defined in Section 41.15.

“New Jersey Purchase Notice”: As defined in Section 41.15.

“New Lease”: As defined in Section 17.1(f).

“Non-Consented Lease Termination”: As defined in the MLSA.

“Non-Core Tenant Competitor”: A Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year, commencing with the second (2nd) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business.

“Notice”: A notice given in accordance with Article XXXV.

“Notice of Termination”: As defined in Section 17.1(f).

“NRS”: As defined in Section 41.14.

“OFAC”: As defined in Article XXXIX.

“Omnibus Agreement”: That certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the Commencement Date, by and among Caesars Enterprise Services, LLC, CEOC, Caesars Entertainment Resort Properties LLC, Caesars Growth Properties Holding, LLC, Caesars License Company, LLC, and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time, subject to Section 20.16 of the MLSA.

“Other Capital Expenditures”: The “Capital Expenditures” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Facility”: A “Facility” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Intercreditor Agreement”: The “Intercreditor Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Material Capital Improvements”: The “Material Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Leases”: Collectively or individually, as the context may require, (i) that certain Lease (CPLV), dated as of the date hereof, by and between various Affiliates of Landlord, as “Landlord,” and various Affiliates of Tenant, as “Tenant,” with respect to various other Gaming Facilities and other real property assets, as amended, restated or otherwise modified from time to time (the “CPLV Lease”), and (ii) that certain Lease (Joliet), dated as of the date hereof, by and between Harrah’s Joliet Landco LLC, as “Landlord,” and Des Plaines Development Limited Partnership, as “Tenant,” with respect to the Gaming Facility known as Harrah’s Joliet, located in Joliet, Illinois, as amended, restated or otherwise modified from time to time (the “Joliet Lease”).

“Other Leased Property”: The “Leased Property” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other MLSAs”: Collectively or individually, as the context may require, (i) that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Affiliates of Tenant and an Affiliate of Landlord, as amended, restated or otherwise modified from time to time, and (ii) that certain Management and Lease Support Agreement (Joliet), dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Des Plaines Development Limited Partnership and Harrah’s Joliet Landco LLC, as amended, restated or otherwise modified from time to time.

“Other Tenants”: The “Tenant” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Tenant Capital Improvements”: The “Tenant Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Transition Services Agreement”: The “Transition Services Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Overdue Rate”: On any date, a rate equal to five (5) percentage points above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

“Parent Entity”: With respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (a) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (b) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (c) is the controlling general partner or managing member of, or otherwise controls, such entity.

“Partial Taking”: As defined in Section 15.1(b).

“Party” and “Parties”: Landlord and/or Tenant, as the context requires.

“Patriot Act Offense”: Any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the USA Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

“Payment Date”: Any due date for the payment of the installments of Rent or Additional Charges payable under this Lease.

“Permitted Exception Documents”: (i) Property Documents (x) that are listed on the title policies described on Exhibit J attached hereto, or (y) that (a) Landlord entered into, as a party thereto, after the date hereof and (b) Tenant is required hereunder to comply with, and (ii) Specified Subleases (in each case of clauses (i) (x) and (ii), together with any renewals or modifications thereof made in accordance with the express terms thereof), but excluding Specified Subleases as to which the applicable Subtenant is CEOC, CEC, Manager or any of their respective Affiliates. For avoidance of doubt, the Permitted Exception Documents do not include any Ground Leases.

“Permitted Leasehold Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Tenant’s leasehold interest (or subleasehold interest) in all of the Leased Property subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis (or all the direct or indirect interest therein at any tier of ownership, including without limitation, a lien on direct or indirect Equity Interests in Tenant), granted to or for the benefit of a Permitted Leasehold Mortgagee as security for the indebtedness of Tenant or its Affiliates.

“Permitted Leasehold Mortgagee”: The lender or noteholder or any agent or trustee or similar representative on behalf of one or more lenders or noteholders or other investors in connection with indebtedness secured by a Permitted Leasehold Mortgage, in each case as and to the extent such Person has the power to act (subject to obtaining the requisite instructions) on behalf of all lenders, noteholders or investors with respect to such Permitted Leasehold Mortgage; provided such lender or noteholder or any agent or trustee or similar representative (but not necessarily the lenders, noteholders or other investors which it represents) is a banking or other institution that in the ordinary course acts as a lender, agent or trustee or similar representative (in each case, on behalf of a group of lenders or noteholders) in respect of financings of similar size as the Tenant’s Initial Financing; and provided, further, that, in all events, (i) no agent, trustee or similar representative shall be Tenant, CEOC, CEC, Guarantor or



Manager or any of their Affiliates, respectively (each, a “Prohibited Leasehold Agent”), and (ii) no (A) Prohibited Leasehold Agent, (excluding any Person that is a Prohibited Leasehold Agent as a result of its ownership of publicly-traded shares in any Person), or (B) entity that owns, directly or indirectly (but excluding any ownership of publicly-traded shares in CEC or any of its Affiliates), higher than the lesser of (1) ten percent (10%) of the Equity Interests in Tenant or (2) a Controlling legal or beneficial interest in Tenant, may collectively hold an amount of the indebtedness secured by a Permitted Leasehold Mortgage higher than the lesser of (x) twenty-five percent (25%) thereof and (y) the principal amount thereof required to satisfy the threshold for requisite consenting lenders to amend the terms of such indebtedness that affect all lenders thereunder.

“Permitted Leasehold Mortgagee Designee”: An entity (other than a Prohibited Leasehold Agent) designated by a Permitted Leasehold Mortgagee and acting for the benefit of the Permitted Leasehold Mortgagee, or the lenders, noteholders or investors represented by the Permitted Leasehold Mortgagee.

“Permitted Operation Interruption”: (i) A material Casualty Event or Condemnation and reasonable periods of restoration of the Leased Property following same, (ii) periods of an Unavoidable Delay, and (iii) provided, subject to the terms of the MLSA, Manager is not an Affiliate of Tenant, interruptions arising from Manager’s default or breach of its obligations under the MLSA.

“Person”: Any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Preceding Lease Year”: As defined in clause (c)(i) of the definition of “Rent.”

“Preliminary Studies”: As defined in Section 10.4(a).

“Primary Intended Use”: (i) Hotel and resort and related uses, (ii) gaming and/or pari-mutuel use, including, without limitation, horsetrack, dogtrack and other similarly gaming-related sporting uses, (iii) ancillary retail and/or entertainment use, (iv) such other uses required under any Legal Requirements (including those mandated by any applicable regulators), (v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing hotel, resort and gaming industry use, and/or (vii) such other use as shall be approved by Landlord from time to time in its reasonable discretion.

“Prime Rate”: On any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (provided that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the comparable prime rate of another comparable nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

“Prior Months”: As defined in the definition of CPI Increase.

“Prohibited Leasehold Agent”: As defined in the definition of Permitted Leasehold Mortgagee.

“Prohibited Persons”: As defined in Article XXXIX.

“Promotional Allowances”: As defined in the definition of “Net Revenue.”

“PropCo”: VICI Properties L.P., a Delaware limited partnership.

“PropCo 1”: VICI Properties 1 LLC, a Delaware limited liability company.

“Propco Opportunity Transaction”: As defined in the ROFR Agreement.

“Propco ROFR”: As defined in the ROFR Agreement.

“Propco TRS”: As defined in Section 1.1.

“Property Documents”: Reciprocal easement and/or operating agreements, easements, covenants, exceptions, conditions and restrictions in each case affecting the Leased Property or any portion thereof, but excluding, in any event, all Fee Mortgage Documents.

“Property Specific Guest Data”: Any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager, or their respective Affiliates, identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the Facilities, including retail locations, restaurants, bars, casino and Gaming facilities, spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, i.e., in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the Facilities and that does not concern the Facilities, and (iii) Guest Data that concerns Proprietary Information and Systems (as defined in the MLSA) and is not specific to any Facility.

“Property Specific IP”: All Intellectual Property that is both (i) specific to the Facilities and (ii) currently or hereafter owned by CEOC or any of its Subsidiaries, including the Intellectual Property set forth on Exhibit H, attached hereto.

“Qualified Replacement Guarantor”: A Person that satisfies the following requirements: (a) such Person shall Control or be under common Control with the Qualified Transferee; (b) such Person shall have total EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements are available (which shall have been prepared by a certified public accounting firm of national standing and shall cover a period beginning no earlier than eighteen (18) months prior to the date of determination) (including such financial statements that are not publicly available) of at least Nine Hundred Million and No/100 Dollars (\$900,000,000.00) immediately before giving effect to the subject transfer; (c) such Person shall be solvent and have a Market Capitalization of not less than Four Billion and

No/100 Dollars (\$4,000,000,000.00); (d) such Person (i) in the case of a Person with a Market Capitalization of less than Eight Billion and No/100 Dollars (\$8,000,000,000.00), has a Total Leverage Ratio of less than or equal to 6.25:1.00 and a Total Net Leverage Ratio of less than or equal to 5.25:1.00, in each case, immediately before giving effect to the subject transfer or (ii) in the case of a Person with a Market Capitalization greater than or equal to Eight Billion and No/100 Dollars (\$8,000,000,000.00), has a Total Leverage Ratio of less than or equal to 7.25:1.00 and a Total Net Leverage Ratio of less than or equal to 6.25:1.00, in each case, immediately before giving effect to the subject transfer; (e) in the aggregate, (x) such Person's assets located in the United States, (y) such Person's Controlled Subsidiaries incorporated in, or organized under the laws of, the United States or any state or territory thereof or the District of Columbia ("Domestic Subsidiaries") that are owned directly by such Person or by other Controlled Domestic Subsidiaries of such Person (provided, that, to the extent such Subsidiaries are not wholly owned by such Person, then unless such Subsidiaries executed joinders to the Replacement Guaranty, for purposes of clause (i) below (but not, for the avoidance of doubt, clause (ii) below), the EBITDA generated by such Subsidiary shall be limited to such Person's pro rata ownership interests in such Subsidiary), and (z) assets located in the United States owned directly or indirectly by such Person's Subsidiaries that are not Domestic Subsidiaries so long as such non-Domestic Subsidiaries have executed joinders to the Replacement Guaranty, shall (i) generate EBITDA for the most recently ended period of four consecutive fiscal quarters for which financial statements are available (which shall have been prepared by a certified public accounting firm of national standing and shall cover a period beginning no earlier than eighteen (18) months prior to the date of determination) of at least Five Hundred Million and No/100 Dollars (\$500,000,000.00) and (ii) have a Total Leverage Ratio of less than or equal to 6.75:1.00 and a Total Net Leverage Ratio of less than or equal to 5.75:1.00, in each case in this clause (e), immediately before giving effect to the subject transfer; and (f) such Person and its equity holders will comply with all customary "know your customer" requirements of any Fee Mortgagee. Any Qualified Replacement Guarantor that is not organized in the United States (and any Affiliates thereof that executed joinders to the guaranty) shall consent to jurisdiction of, and venue in, New York courts with respect to any action or proceeding with respect to this Lease, the MLSA, any Other Lease, any Other MLSA and any other Lease/MLSA Related Agreements including any Replacement Guaranty. For purposes of hereof, a Person shall be "solvent" if such Person shall (i) not be "insolvent" as such term is defined in Section 101 of title 11 of the United States Code, (ii) be generally paying its debts (other than those that are in bona fide dispute) when they become due, and (iii) be able to pay its debts as they become due.

**"Qualified Replacement Manager":** A Person that manages (or is under the Control of or common Control with an Affiliate that manages) a casino resort property (other than the Leased Property) that (i) satisfies the Minimum Facilities Threshold, (ii) has gross revenues of not less than Seven Hundred Fifty Million and No/100 Dollars (\$750,000,000.00) per year for each of the preceding three (3) years as of the date of determination, and (iii) on the date of determination, is at least of comparable standard of quality as the Leased Property. By way of example only, and without limitation, as of the date of this Lease, each of the following casino resort properties satisfies the requirements of clause (iii) of the foregoing sentence: Bellagio, Aria, Venetian (Las Vegas), Palazzo, Wynn (Las Vegas), Encore, City of Dreams (Macau), Galaxy Macau, Sands Cotai, Venetian Macau, MGM Grand Macau, Wynn Macau, and Marina Bay Sands (Singapore). At the time of appointment, such Person (a) shall not be subject to a bankruptcy, insolvency or similar proceeding, (b) shall have never been convicted of, or pled

guilty or no contest to, a Patriot Act Offense and shall not be on any Government List, (c) shall not be, and shall not be controlled by, an Embargoed Person or a person that has been found “unsuitable,” for any reason, by any applicable Gaming Authority, (d) shall have not been the subject of a material governmental or regulatory investigation which resulted in a conviction for criminal activity involving moral turpitude, (e) shall have not been found liable pursuant to a non-appealable judgment in a civil proceeding for attempting to hinder, delay or defraud creditors, (f) shall have all required licenses and approvals required under applicable law (including Gaming Regulations), including all required Gaming Licenses for itself, its officers, directors, and Affiliates (including officers and directors of its Affiliates) to manage the Facility, and (g) shall not be a Landlord Prohibited Person.

“Qualified Transferee”: A transferee that satisfies all of the following requirements: (a) such transferee, unless the Qualified Replacement Guarantor is CEC, (1) has, collectively with the Qualified Replacement Guarantor, a Market Capitalization (exclusive of the Leased Property) of no less than Four Billion and No/100 Dollars (\$4,000,000,000.00), (2) has or is Controlled by a Person that has demonstrated expertise in owning or operating real estate or gaming properties and (3) shall Control Tenant and shall Control, be Controlled by or be under common Control with Qualified Replacement Guarantor; (b) such transferee and all of its applicable officers, directors, Affiliates (including the officers and directors of its Affiliates), to the extent required under applicable Gaming Regulations or other Legal Requirements, (i) are licensed and certified by applicable Gaming Authorities and hold all required Gaming Licenses to operate the Facility in accordance herewith and (ii) are otherwise found suitable to lease the Leased Property in accordance herewith; (c) such transferee has not been the subject of a material governmental or regulatory investigation which resulted in a conviction for criminal activity involving moral turpitude and has not been found liable pursuant to a non-appealable judgment in a civil proceeding for attempting to hinder, delay or defraud creditors; (d) such transferee has never been convicted of, or pled guilty or no contest to, a Patriot Act Offense and is not on any Government List; (e) such transferee has not been the subject of a voluntary or involuntary (to the extent the same has not been discharged) bankruptcy proceeding during the prior five (5) years from the applicable date of determination; (f) such transferee is not, and is not Controlled by an Embargoed Person or a person that has been found “unsuitable” for any reason or has had any application for a Gaming License withdrawn “with prejudice” by any applicable Gaming Authority; (g) such transferee and its equity holders comply with any Fee Mortgagee’s customary “know your customer” requirements; (h) such transferee shall not be a Landlord Prohibited Person; and (i) such transferee is not associated with a person who has been found “unsuitable”, denied a Gaming License or otherwise precluded from participation in the Gaming Industry by any Gaming Authority where such association may adversely affect any of Landlord’s or its Affiliates’ Gaming Licenses or Landlord’s or its Affiliates’ then-current standing with any Gaming Authority; provided, however, so long as CEC remains the Guarantor and a wholly-owned subsidiary of CEC remains the Manager hereunder, such transferee shall not be required to satisfy requirement (a) above to be deemed a Qualified Transferee hereunder.

“Refinancing”: As defined in Section 13.10(a).

“Rejected ROFR Property”: Any ROFR Property located outside of Las Vegas, Nevada, that was the subject of a Propco Opportunity Transaction pursuant to the ROFR Agreement and with respect to which (a) either (i) Propco waived (or was deemed to have

waived) the Propco ROFR, or (ii) Propco exercised the Propco ROFR but a ROFR Lease with respect to such ROFR Property was not executed following the conclusion of the procedures set forth in Section 3(e) of the ROFR Agreement, and (b) an Affiliate of CEC subsequently consummated the Propco Opportunity Transaction without Propco's (or its Affiliates') involvement.

“Renewal Notice”: As defined in Section 1.4.

“Renewal Term”: As defined in Section 1.4.

“Renewal Term Decrease”: As defined in clause (c)(ii)(B) of the definition of “Rent.”

“Renewal Term Increase”: As defined in clause (c)(ii)(A) of the definition of “Rent.”

“Rent”: An annual amount payable as provided in Article III, calculated as follows:

(a) For the first seven (7) Lease Years, Rent shall be equal to Four Hundred Thirty-Three Million Three Hundred Thousand and No/100 Dollars (\$433,300,000.00) per Lease Year, as adjusted annually as set forth in the following sentence. On each Escalator Adjustment Date during the sixth (6<sup>th</sup>) through and including the seventh (7<sup>th</sup>) Lease Years, the Rent payable for such Lease Year shall be adjusted to be equal to the Rent payable for the immediately preceding Lease Year, multiplied by the Escalator. For purposes of clarification, there shall be no Variable Rent (defined below) payable during the first seven (7) Lease Years.

(b) From and after the commencement of the eighth (8th) Lease Year, until the Initial Stated Expiration Date, annual Rent shall be comprised of both a base rent component (“Base Rent”) and a variable rent component (“Variable Rent”), each such component of Rent calculated as provided below:

(i) Base Rent shall equal (w) for the eighth (8th) Lease Year, the product of seventy percent (70%) of Rent in effect as of the last day of the seventh (7th) Lease Year, multiplied by the Escalator, (x) for the ninth (9th) and tenth (10th) Lease Years, the Base Rent payable for the immediately preceding Lease Year, as applicable, multiplied by the Escalator in each case, (y) for the eleventh (11th) Lease Year, the product of eighty percent (80%) of Rent in effect as of the last day of the tenth (10th) Lease Year, multiplied by the Escalator, and (z) for each Lease Year from and after the commencement of the twelfth (12th) Lease Year until the Initial Stated Expiration Date, the Base Rent payable for the immediately preceding Lease Year, as applicable, multiplied by the Escalator in each case.

(ii) Variable Rent shall be calculated as further described in this clause (b)(ii). Throughout the Term, Variable Rent shall not be subject to the Escalator.

(A) For each Lease Year from and after commencement of the eighth (8th) Lease Year through and including the end of the tenth (10th) Lease

Year (the "First Variable Rent Period"), Variable Rent shall be a fixed annual amount equal to thirty percent (30%) of the Rent for the seventh (7th) Lease Year (such amount, the "Variable Rent Base"), adjusted as follows (such resulting annual amount being referred to herein as "Year 8-10 Variable Rent"):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the seventh (7th) Lease Year (the "First VRP Net Revenue Amount") exceeds the Base Net Revenue Amount (any such excess, the "Year 8 Increase"), the Year 8-10 Variable Rent shall equal the Variable Rent Base increased by an amount equal to the product of (a) nineteen and one-half percent (19.5%) and (b) the Year 8 Increase; or

(y) in the event that the First VRP Net Revenue Amount is less than the Base Net Revenue Amount (any such difference, the "Year 8 Decrease"), the Year 8-10 Variable Rent shall equal the Variable Rent Base decreased by an amount equal to the product of (a) nineteen and one-half percent (19.5%) and (b) the Year 8 Decrease.

(B) For each Lease Year from and after the commencement of the eleventh (11th) Lease Year until the Initial Stated Expiration Date (the "Second Variable Rent Period"), Variable Rent shall be equal to a fixed annual amount equal to twenty percent (20%) of the Rent for the tenth (10th) Lease Year (such amount, the "Second Variable Rent Base"), adjusted as follows (such resulting annual amount being referred to herein as the "Year 11-15 Variable Rent"):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year exceeds the First VRP Net Revenue Amount (any such excess, the "Year 11 Increase"), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent increased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Increase; or

(y) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year is less than the First VRP Net Revenue Amount (any such difference, the "Year 11 Decrease"), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Decrease.

(c) Rent for each Renewal Term shall be calculated as follows:

(i) Subject to clause (c)(iii) below, Base Rent for the first (1st) Lease Year of such Renewal Term shall be adjusted to be equal to the applicable annual Fair Market Base Rental Value; provided that (A) in no event will the Base Rent be less than the Base Rent in effect as of the last day of the Lease Year immediately preceding the

commencement of such Renewal Term (such immediately preceding year, the respective "Preceding Lease Year"), (B) no such adjustment shall cause Base Rent to be increased by more than ten percent (10%) of the Base Rent in effect as of the last day of the Preceding Lease Year and (C) such Fair Market Base Rental Value shall be determined as provided in Section 34.1. On each Escalator Adjustment Date during such Renewal Term, the Base Rent payable for such Lease Year shall be equal to the Base Rent payable for the immediately preceding Lease Year, multiplied by the Escalator.

(ii) Subject to clause (c)(iii) below, Variable Rent for each Lease Year during such Renewal Term (for each Renewal Term, the "Renewal Term Variable Rent Period") shall be equal to the Variable Rent in effect as of the last day of the Preceding Lease Year, adjusted as follows:

(A) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year exceeds the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year, and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such excess, the respective "Renewal Term Increase"), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year increased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Increase; or

(B) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year is less than the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such difference, the respective "Renewal Term Decrease"), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Decrease.

(iii) Notwithstanding anything to the contrary set forth in clauses (c)(i) or (c)(ii) above, with respect to any Renewal Term that would cause the Term to extend beyond the expiration of the Maximum Fixed Rent Term (after taking into account Maximum Fixed Rent Term extensions, if any, pursuant to clause (c)(iv) below) for any Leased Property (each, an "Excluded Renewal Property"), Rent for such Renewal Term shall be equal to the sum of: (x) the Base Rent as calculated in accordance with clause (c)(i) above (including, to the extent applicable, the adjustments provided in clauses (c)(i)(A) and (c)(i)(B) above), plus (y) the Variable Rent as calculated in accordance with clause (c)(ii) above; minus (z) an amount equal to the sum of the Rent Reduction Amounts with respect to each Excluded Renewal Property.

(iv) Prior to delivery of any Renewal Notice for any Renewal Term that would cause the Term through such Renewal Term to exceed the Maximum Fixed Rent Term for any Leased Property, if Tenant obtains an appraisal reasonably satisfactory to Landlord, prepared by an appraiser reasonably satisfactory to Landlord, which appraisal concludes that, based on the condition of the Leased Property at the time of such appraisal, the expected useful life of such Leased Property (measured from the Commencement Date) exceeds one hundred twenty-five percent (125%) of the Term through such Renewal Term, the Maximum Fixed Rent Term for such Leased Property shall be extended through the end of such Renewal Term and thereafter for the longest fixed rent term that would be supported by such appraisal.

Notwithstanding anything herein to the contrary, from and after the date on which any ROFR Property becomes a Rejected ROFR Property, solely for purposes of calculating Variable Rent in accordance herewith, the Net Revenue associated with each applicable Affected Facility thereafter shall be subject to a floor equal to the Net Revenue for such Affected Facility for the calendar year immediately prior to the later of (i) the year in which CEC or its Affiliate acquires or commences operating the Rejected ROFR Property and (ii) the year in which the Rejected ROFR Property first opens for business to the public.

Notwithstanding anything herein to the contrary, (i) but subject to clause (c)(iii) above and any reduction in Rent by the Rent Reduction Amount pursuant to and in accordance with the terms of this Lease, in no event shall annual Base Rent during any Lease Year after the seventh (7th) Lease Year be less than seventy percent (70%) of the Rent in the seventh (7th) Lease Year, and (ii) in no event shall the Variable Rent be less than Zero Dollars (\$0.00).

If any Leased Property or component thereof is transferred or deemed to be transferred to the Southern Indiana Barge TRS pursuant to Section 1.1, the Rent shall be appropriately increased so that the amount of such Rent, reduced by the amount of all U.S. federal income taxes payable by the Southern Indiana Barge TRS with respect to the receipt of Rent (including any U.S. federal income taxes payable in respect of the adjustment to Rent described in this sentence) shall equal the amount of Rent which Landlord would otherwise be entitled to receive in respect of the Leased Property or component thereof transferred or deemed to be transferred to the Southern Indiana Barge TRS; provided, however, that Landlord and Southern Indiana Barge TRS shall use commercially reasonable efforts, at no material cost or expense to Landlord, Southern Indiana Barge TRS or their respective Affiliates, to take appropriate measures to mitigate the amount of U.S. federal income taxes payable by the Southern Indiana Barge TRS with respect to the receipt of Rent and otherwise.

“Rent Reduction Amount”: (i) With respect to the Base Rent, a proportionate reduction of Base Rent, which proportionate amount shall be determined by comparing (1) the EBITDAR of the Leased Property for the Trailing Test Period versus (2) the EBITDAR of the Leased Property for the Trailing Test Period calculated to remove the EBITDAR attributable to the portion of the Leased Property affected by the Partial Taking or that is being removed from this Lease or otherwise excluded from the determination of Rent (as applicable) and (ii) with respect to Variable Rent, a proportionate reduction of Variable Rent calculated in the same manner as set forth with respect to Base Rent above. Following the application of the Rent Reduction Amount to the Rent hereunder, for purposes of calculating any applicable adjustments



to Variable Rent based on increases or decreases in Net Revenue, such calculations of Net Revenue shall exclude Net Revenue attributable to the portion of the Leased Property affected by the Partial Taking or that was removed from this Lease or otherwise excluded from the determination of Rent (even if such portion of the Leased Property had not yet been affected by the Partial Taking nor removed from this Lease as of the applicable Lease Year for which Net Revenue is being measured).

“Replacement Guaranty”: A guaranty made by a Qualified Replacement Guarantor which shall contain provisions, terms and conditions similar in substance to the provisions, terms and conditions set forth in Article 17 of the MLSA and all such other portions of the MLSA that comprise the Lease Guaranty (as such term is defined in the MLSA).

“Replacement Management Agreement”: A management agreement with respect to the management of the Facilities, between a Qualified Replacement Manager and a Qualified Transferee, that provides for the management of the Leased Property on terms and conditions not materially less favorable to Tenant (and the Leased Property), (i) with respect to a Qualified Replacement Manager that is an Affiliate of the Qualified Transferee, than as provided in the MLSA, or, (ii) with respect to a Qualified Replacement Manager that is not an Affiliate of the Qualified Transferee, than would be obtained in an arm’s-length management agreement with a third party, and, in all events the provisions, terms and conditions thereof shall not be intended to or designed to frustrate, vitiate or reduce the payment of Variable Rent or the other provisions of this Lease.

“Reporting Subsidiary”: Any entity required by GAAP to be consolidated for financial reporting purposes by a Person, regardless of ownership percentage.

“Representatives”: With respect to any Person, such Person’s officers, employees, directors, accountants, attorneys and other consultants, experts or agents of such Person, and actual or prospective arrangers, underwriters, investors or lenders with respect to indebtedness or Equity Interests that may be incurred or issued by such Person or such Person’s Affiliates (including any Additional Fee Mortgagee), to the extent that any of the foregoing actually receives non-public information hereunder. In addition, and without limitation of the foregoing, the term “Representatives” shall include, (a) in the case of Landlord, PropCo 1, PropCo, Landlord REIT and any Affiliate thereof, and (b) in the case of Tenant, CEOC, CEC and any Affiliate thereof.

“Required Capital Expenditures”: The applicable Capital Expenditures required to satisfy the Minimum Cap Ex Requirements.

“Restricted Area”: The geographical area that at any time during the Term is within a thirty (30) mile radius of the Leased Property.

“Retail Sales”: As defined in the definition of “Net Revenue.”

“Right to Terminate Notice”: As defined in Section 17.1(d).

“ROFR Agreement”: That certain Right of First Refusal Agreement, dated as of the date hereof, by and between CEC and Propco.

“ROFR Lease”: As defined in the ROFR Agreement.

“ROFR Property”: As defined in the ROFR Agreement.

“SEC”: The United States Securities and Exchange Commission.

“Second Lien Indenture”: That certain Second-Priority Senior Secured Notes due 2023 Indenture dated October 6, 2017, among PropCo 1, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Second Variable Rent Base”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Second Variable Rent Period”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Section 34.2 Dispute”: As defined in Section 34.2.

“Securities Act”: The Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Services Co”: Caesars Enterprise Services LLC, or any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, Caesars Enterprise Services LLC on the date hereof.

“Services Co Capital Expenditures”: All capital expenditures incurred by Services Co to the extent capitalized in accordance with GAAP and allocated to Tenant by Services Co. Without Landlord’s consent, Tenant shall not permit any changes to be made to the allocation methodology by which Services Co Capital Expenditures are currently allocated to Tenant if such change could reasonably be expected to materially and adversely affect Landlord.

“Severance Lease”: A separate lease with respect to a Facility, created when Landlord transfers a specific Facility (or Facilities), which lease shall comply with the requirements set forth in Article XVIII hereof. After the creation of a Severance Lease with an Affiliate of Landlord, such Severance Lease shall be considered an Other Lease hereunder.

“Severance MLSA”: A separate MLSA amongst Guarantor, Manager, the tenant (or tenants) under the Severance Lease and the transferee landlord under the Severance Lease, which Severance MLSA shall contain all terms, conditions and obligations as contained in the MLSA but shall reflect that such Severance MLSA shall only apply to the Facility (or Facilities) leased pursuant to the applicable Severance Lease. After the creation of a Severance MLSA with an Affiliate of Landlord, such Severance MLSA shall be considered an Other MLSA hereunder.

“Software”: As they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application, or other program, including all source code, object code, specifications, databases, designs and documentation related to such programs.

“Southern Indiana Barge TRS”: As defined in Section 1.1.

“SPE Tenant”: Collectively or individually, as the context may require, each Tenant other than CEOC.

“Specified Sublease”: Any Sublease (i) affecting any portion of the Leased Property, and (ii) in effect on the Commencement Date. A list of all Specified Subleases is annexed as Schedule 4 hereto.

“Stated Expiration Date”: As defined in Section 1.3.

“Stub Period”: As defined in Section 10.5(a)(v).

“Stub Period Multiplier”: As defined in Section 10.5(a)(v).

“Sublease”: Any sublease, sub-sublease, license, management agreement to operate (but not occupy as a tenant) a particular space at a Facility, or other similar agreement in respect of use or occupancy of any portion of the Leased Property, but excluding Bookings.

“Subsidiary”: As to any Person, (i) any corporation more than fifty percent (50%) of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time of determination owned by such Person and/or one or more Subsidiaries of such Person, and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a fifty percent (50%) Equity Interest at the time of determination.

“Subtenant”: The tenant under any Sublease.

“Subtenant Subsidiary”: Any subsidiary of Tenant that is a Subtenant under a Sublease from Tenant.

“Successor Assets”: As defined in Section 36.1.

“Successor Assets FMV”: As defined in Section 36.1.

“Successor Tenant”: As defined in Section 36.1.

“System-wide IP”: All of the Intellectual Property (in each case, excluding Property Specific IP and Property Specific Guest Data) that (i) Services Co or any of its Subsidiaries currently license, contemplate to license or otherwise provide to facilitate the provision of services by or on behalf of Services Co or any of its Subsidiaries to any properties owned by CEOC or its Affiliates, (ii) Services Co or any of its Subsidiaries currently provide or contemplate to provide pursuant to, or is otherwise necessary for the performance of, any Property Management Agreement (as defined in the Omnibus Agreement), (iii) is necessary for the provision of Enterprise Services (as defined in the Omnibus Agreement) by Services Co, (iv) is generally used by CEOC, its Affiliates and their respective Subsidiaries for their respective properties, including any and all Intellectual Property comprising and/or related to the Total Rewards Program, or (v) is developed, created or acquired by or on behalf of Services Co or any of its Subsidiaries and is not a derivative work of any Intellectual Property licensed to Services Co.

“**Taking**”: Any taking of all or any part of the Leased Property and/or the Leasehold Estate or any part thereof, in or by Condemnation, including by reason of the temporary requisition of the use or occupancy of all or any part of the Leased Property by any governmental authority, civil or military.

“**Tenant**”: As defined in the preamble.

“**Tenant Capital Improvement**”: A Capital Improvement other than a Material Capital Improvement funded by Landlord pursuant to a Landlord MCI Financing. The term “Tenant Capital Improvement” shall not include Capital Improvements conveyed by Tenant to Landlord.

“**Tenant Competitor**”: As of any date of determination, any Person (other than Tenant and its Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; provided, that, (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 18.4(c), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate’s acquiring ownership, or engaging in the ownership or operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement and CEC (or its Subsidiary, as applicable) did not accept such offer.

“**Tenant Event of Default**”: As defined in Section 16.1.

“**Tenant Material Capital Improvement**”: As defined in Section 10.4(e).

“**Tenant Transferee Requirement**”: As defined in Section 22.2(i).

“**Tenant’s Initial Financing**”: The financing provided under that certain Credit Agreement, dated as of the date hereof, among Tenant, as borrower, the Lenders (as defined therein) party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein).

“**Tenant’s MCI Intent Notice**”: As defined in Section 10.4(a).

“**Tenant’s Pledged Property**”: All now owned and hereafter acquired FF&E not otherwise part of the Leased Property and all other now owned and hereafter acquired personal property (including all gaming equipment), licenses, permits, subleases, concessions, and

contracts, in each case, located at the Leased Property or primarily related to or used or held for use in connection with the operation of the business conducted on or about the Leased Property as then being operated (including all Property Specific IP and Property Specific Guest Data and Tenant's rights under System-wide IP, proprietary operating systems and customer data, including Guest Data) owned by or licensed or granted to Tenant and/or any Subsidiaries of Tenant, and any cash (including all cage cash) located on-site at the Facility but not any other cash, securities or investments; provided, that, Tenant's Pledged Property shall exclude all Excluded Assets, all products and proceeds of Tenant's Pledged Property, and, to the extent required by Gaming Regulations, any Gaming Licenses.

"Tenant's Property": All assets of Tenant and its Subsidiaries (other than the Leased Property and, for purposes of Article XXXVI only, any Intellectual Property that will not be transferred to a Successor Tenant under Article XXXVI) primarily related to or used in connection with the operation of the business conducted on or about the Leased Property or any portion thereof, together with all replacements, modifications, additions, alterations and substitutes therefor and including all goodwill and going concern value associated with Tenant's Property.

"Term": As defined in Section 1.3.

"Third-Party MCI Financing": As defined in Section 10.4(c).

"Total Leverage Ratio": With respect to any Person and its Subsidiaries on a consolidated basis, on any date, the ratio of (i) the aggregate principal amount of (without duplication) all indebtedness consisting of Capital Lease Obligations, indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (but excluding contingent obligations under outstanding letters of credit) and other purchase money indebtedness and guarantees of any of the foregoing obligations, of such Person and its Subsidiaries determined on a consolidated basis on such date in accordance with GAAP to (ii) EBITDA.

"Total Net Leverage Ratio": With respect to any Person and its Subsidiaries on a consolidated basis, on any date, the ratio of (i) (a) the aggregate principal amount of (without duplication) all indebtedness consisting of Capital Lease Obligations, indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (but excluding contingent obligations under outstanding letters of credit) and other purchase money indebtedness and guarantees of any of the foregoing obligations, of such Person and its Subsidiaries determined on a consolidated basis on such date in accordance with GAAP less (b) the aggregate amount of all cash or cash equivalents of such Person and its Subsidiaries (provided, that, in the case of cash or cash equivalents held by Domestic Subsidiaries of a Person that is not incorporated in, or organized under the laws of, the United States or any state or territory thereof or the District of Columbia, such cash must be held at a bank or other financial institution located in the United States or any territory thereof or the District of Columbia) that would not appear as "restricted" on a consolidated balance sheet of such Person and its Subsidiaries to (ii) EBITDA.

"Trademarks": As defined in the definition of Intellectual Property.

“Trailing Test Period”: For any date of determination, the period of the four (4) most recently ended consecutive calendar quarters prior to such date of determination for which Financial Statements are available.

“Transition Period”: As defined in the MLSA.

“Transition Services Agreement”: That certain Transition of Management Services Agreement (Non-CPLV), dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time.

“Triennial Allocated Minimum Cap Ex Amount B Ceiling”: The difference of (a) the Triennial Minimum Cap Ex Amount B, minus (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (as defined in the CPLV Lease). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling.

“Triennial Allocated Minimum Cap Ex Amount B Floor”: An amount equal to Two Hundred Fifty-Five Million and No/100 Dollars (\$255,000,000.00), as reduced from time to time by the applicable Minimum Cap Ex Reduction Amount in the event that the Triennial Minimum Cap Ex Amount B is reduced by the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor.

“Triennial Minimum Cap Ex Amount A”: An amount equal to Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00), provided, however, that for purposes of calculating the Triennial Minimum Cap Ex Amount A, Capital Expenditures during the applicable Triennial Period shall not include (a) Services Co Capital Expenditures in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00) nor (b) Capital Expenditures in respect of the London/Chester Properties in excess of Thirty Million and No/100 Dollars (\$30,000,000.00). The Triennial Minimum Cap Ex Amount A shall be decreased from time to time (w) upon the execution of a Severance Lease in accordance with Section 18.2; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or this Lease in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); (y) in connection with any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to a third party Acquirer (as defined in such Other Lease), and (z) with respect to the London/Chester Properties, upon the

disposition of any Material London/Chester Property; with such decrease, in each case of clause (w), (x), (y) or (z) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding the foregoing: (1) the sum of all decreases in the Triennial Minimum Cap Ex Amount A under clause (z) in respect of any dispositions of London Clubs property shall not exceed Twelve Million and No/100 Dollars (\$12,000,000.00); (2) the sum of all decreases in the Triennial Minimum Cap Ex Amount A under clause (z) in respect of any dispositions of any portion of the Chester Property shall not exceed Eighteen Million and No/100 Dollars (\$18,000,000.00); (3) in the event of a disposition (in one or a series of transactions) of all or substantially all of the London Clubs, the Triennial Minimum Cap Ex Amount A shall be decreased by an amount equal to Twelve Million and No/100 Dollars (\$12,000,000.00); and (4) in the event of a disposition (in one or a series of transactions) of all or substantially all of the Chester Property, the Triennial Minimum Cap Ex Amount A shall be decreased by an amount equal to Eighteen Million and No/100 Dollars (\$18,000,000.00). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Triennial Minimum Cap Ex Amount A applicable to the Triennial Period during which such Capital Expenditures or Other Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Triennial Minimum Cap Ex Amount A.

“Triennial Minimum Cap Ex Amount B”: An amount equal to Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), provided, however, that for purposes of calculating the Triennial Minimum Cap Ex Amount B, Capital Expenditures during the applicable Triennial Period shall not include any of the following (without duplication): (a) Services Co Capital Expenditures, (b) Capital Expenditures by any subsidiaries of Tenant that are non-U.S. subsidiaries or are “unrestricted subsidiaries” as defined under Tenant’s debt documentation, (c) any Capital Expenditures of Tenant related to gaming equipment, (d) any Capital Expenditures of Tenant related to corporate shared services, nor (e) any Capital Expenditures with respect to properties that are not included in the Leased Property or Other Leased Property. The Triennial Minimum Cap Ex Amount B shall be decreased from time to time (w) upon the execution of a Severance Lease in accordance with Section 18.2; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or this Lease in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); and (y) in connection with any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to a third party Acquirer (as defined in such Other Lease); with such decrease, in each case of clause (w), (x) or (y) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Triennial Minimum Cap Ex Amount B applicable to the Triennial Period during which such Capital Expenditures or Other Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital

Improvements shall not be credited toward the Triennial Minimum Cap Ex Amount B. Without limitation of anything set forth in the foregoing, it is acknowledged and agreed that any Capital Expenditures with respect to any one or more of the London/Chester Properties shall not be included in the calculation of the Triennial Minimum Cap Ex Amount B.

“Triennial Minimum Cap Ex Requirement A”: As defined in Section 10.5(a)(iii).

“Triennial Minimum Cap Ex Requirement B”: A defined in Section 10.5(a)(iv).

“Triennial Period”: Each period of three (3) full Fiscal Years during the Term.

“Unavoidable Delay”: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the reasonable control of the Party responsible for performing an obligation hereunder; provided, that lack of funds, in and of itself, shall not be deemed a cause beyond the reasonable control of a Party.

“Unsuitable for Its Primary Intended Use”: A state or condition of the Leased Property such that by reason of a Partial Taking the Leased Property cannot, following restoration thereof (to the extent commercially practical), be operated on a commercially practicable basis for the Primary Intended Use for which it was primarily being used immediately preceding the taking, taking into account, among other relevant economic factors, the amount of square footage and the estimated revenue affected by such Partial Taking.

“Variable Rent”: The Variable Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Variable Rent Base”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Variable Rent Determination Period”: Each of (i) the Fiscal Period that ended immediately prior to the Commencement Date, and (ii) the Fiscal Period in each case that ends immediately prior to the commencement of the 8<sup>th</sup> Lease Year, the 11<sup>th</sup> Lease Year, and the first (1<sup>st</sup>) Lease Year of each Renewal Term.

“Variable Rent Payment Period”: Collectively or individually, each of the First Variable Rent Period, the Second Variable Rent Period and each of the Renewal Term Variable Rent Periods.

“Variable Rent Statement”: As defined in Section 3.2(a).

“Work”: Any and all work in the nature of construction, restoration, alteration, modification, addition, improvement or demolition in connection with the performance of any Alterations and/or any Capital Improvements.

“Year 8 Decrease”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Year 8 Increase”: As defined in clause (b)(ii)(A) of the definition of “Rent.”



“Year 8-10 Variable Rent”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Year 11 Decrease”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Year 11 Increase”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Year 11-15 Variable Rent”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

## ARTICLE III

### RENT

#### 3.1 Payment of Rent.

(a) Generally. During the Term, Tenant will pay to Landlord the Rent and Additional Charges in lawful money of the United States of America and legal tender for the payment of public and private debts, in the manner provided in Section 3.4.

(b) Payment of Rent until Commencement of Variable Rent. On the Commencement Date, a prorated portion of the first monthly installment of Rent shall be paid by Tenant for the period from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs, based on the number of days during such period. Thereafter, for the first seven (7) Lease Years, Rent shall be payable by Tenant in consecutive monthly installments equal to one-twelfth (1/12th) of the Rent amount for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year.

(c) Payment of Rent following Commencement of Variable Rent. From the commencement of the eighth (8th) Lease Year and continuing until the Expiration Date, both Base Rent and Variable Rent during any Lease Year shall be payable in consecutive monthly installments equal to one-twelfth (1/12th) of the Base Rent and Variable Rent amounts for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year; provided, however, that for each month where Variable Rent is payable but the amount thereof depends upon calculation of Net Revenue not yet known (e.g., the first few months of the eighth (8th) Lease Year, the eleventh (11th) Lease Year, and (if applicable) the first (1st) Lease Year of each Renewal Term), the amount of the Variable Rent payable monthly in advance shall remain the same as in the immediately preceding month, and provided, further, that Tenant shall make a payment to Landlord (or be entitled to set off against its Rent payment due, as applicable) on the first (1st) day of the calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day) following the completion of such calculation in the amount necessary to “true-up” any underpayments or overpayments of Variable Rent for such interim period. Tenant shall complete such calculation of Net Revenue as provided in Section 3.2 of this Lease.

(d) Proration for Partial Lease Year. Unless otherwise agreed by the Parties in writing, Rent and applicable Additional Charges shall be prorated on a per diem basis as to any Lease Year containing less than twelve (12) calendar months, and with respect to any installment thereof due for any partial months at the beginning and end of the Term.

(e) Rent Allocation.

(i) Rent during the initial seven (7) Lease Years and Rent thereafter for the duration of the Initial Term shall be allocated as specified in Schedule 5 hereto and such allocations of Rent and Base Rent shall represent Tenant's accrued liability on account of the use of the Leased Property during the Initial Term. Landlord and Tenant agree that such allocations are intended to constitute a specific allocation of fixed rent within the meaning of Treasury Regulation § 1.467-1(c)(2)(ii)(A) to the applicable period and in the respective amounts set forth in Schedule 5 hereto. Landlord and Tenant agree, for purposes of federal income tax returns filed by it (or on any income tax returns on which its income is included), (i) to accrue rental income and rental expense, respectively during the Initial Term in the amounts equal to the Rent for a given period plus or minus the amount set forth under the caption "Section 467 Rent Adjustment" in Schedule 5 hereto, and (ii) to deduct interest expense and accrue interest income, respectively, in the amounts set forth under the caption "Section 467 Interest" in Schedule 5 hereto.

(ii) Initial Base Rent shall be allocated among the Leased Property identified on Schedule 5-A as set forth on Schedule 5-A. On each Escalator Adjustment Date, the Escalator shall be applied to each allocated Base Rent amount, and the aggregate of such allocated amounts, each as increased by the Escalator, shall constitute Base Rent for the applicable Lease Year. Adjustments of Base Rent occurring at the commencement of the eighth (8th) Lease Year and the eleventh (11th) Lease Year shall be determined on an individual Leased Property basis, by calculating seventy percent (70%) or eighty percent (80%), respectively, of total Rent for the applicable prior Lease Year with respect to each such Leased Property, and then aggregating such resulting amounts to determine total adjusted Base Rent. Similarly, Variable Rent shall be determined on an individual Leased Property basis, by applying the formula for Variable Rent (as set forth in the definition of Rent above) to each individual Leased Property and the Net Revenue attributable thereto, and then aggregating such resulting amounts to determine total adjusted Variable Rent. Notwithstanding the foregoing, in determining Base Rent and Variable Rent as described in this Section 3.1(e)(ii), no cap or floor shall apply to the calculations on an individual Leased Property basis, and, instead, once the individual allocated amounts are aggregated, if the resulting amount is required to be adjusted to comport with an applicable cap or floor, then the resulting decrease or increase (to comply with the cap or floor) shall be allocated pro rata among the Leased Properties.

**3.2 Variable Rent Determination**

(a) Variable Rent Statement. Tenant shall, no later than ninety (90) days after the end of each Variable Rent Determination Period during the Term, furnish to Landlord a statement (the "Variable Rent Statement"), which Variable Rent Statement shall (i) set forth the

sum of the Net Revenues realized with respect to the Facility during each of (x) such just-ended Variable Rent Determination Period and (y) except with respect to the first (1st) Variable Rent Statement, the Variable Rent Determination Period immediately preceding such just-ended Variable Rent Determination Period, (ii) except with respect to the first (1st) Variable Rent Statement, set forth Tenant's calculation of the per annum Variable Rent payable hereunder during the next Variable Rent Payment Period, (iii) be accompanied by reasonably appropriate supporting data and information, and (iv) be certified by a senior financial officer of Tenant and expressly state that such officer has examined the reports of Net Revenue therein and the supporting data and information accompanying the same, that such examination included such tests of Tenant's books and records as reasonably necessary to make such determination, and that such statement accurately presents in all material respects the Net Revenues for the applicable periods covered thereby, so that Tenant shall commence paying the applicable Variable Rent payable during each Variable Rent Payment Period hereunder (in accordance with the calculation set forth in each such Variable Rent Statement) no later than the first (1st) day of the fourth (4<sup>th</sup>) calendar month during such Variable Rent Payment Period (or the immediately preceding Business Day if the first (1st) day of such month is not a Business Day).

(b) Maintenance of Records Relating to Variable Rent Statement. Tenant shall maintain, at its corporate offices, for a period of not less than six (6) years following the end of each Lease Year, adequate records which shall evidence the Net Revenue realized by the Facility during each Lease Year, together with all such records that would normally be examined by an independent auditor pursuant to GAAP in performing an audit of Tenant's Variable Rent Statements. The provisions and covenants of this Section 3.2(b) shall survive the expiration of the Term or sooner termination of this Lease.

(c) Audits. At any time within two (2) years of receipt of any Variable Rent Statement, Landlord shall have the right to cause to be conducted an independent audit of the matters covered thereby, conducted by a nationally-recognized independent public accounting firm mutually reasonably agreed to by the Parties. Such audit shall be limited to items necessary to ascertain an accurate determination of the calculation of the Variable Rent payable hereunder, and shall be conducted during normal business hours at the principal executive office of Tenant. If it shall be determined as a result of such audit (i) that there has been a deficiency in the payment of Variable Rent, such deficiency shall become due and payable by Tenant to Landlord, within thirty (30) days after such determination, or (ii) that there has been an excess payment of Variable Rent, such excess shall become due and payable by Landlord to Tenant, within thirty (30) days after such determination. In addition, if any Variable Rent Statement shall be found to have understated the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), and Landlord is entitled to any additional Variable Rent as a result of such understatement, then (x) Tenant shall pay to Landlord all reasonable, out-of-pocket costs and expenses which may be incurred by Landlord in determining and collecting the understatement or underpayment, including the cost of the audit (if applicable) and (y) interest at the Overdue Rate on the amount of the deficiency from the date when said payment should have been made until paid. If it shall be determined as a result of such audit that the applicable Variable Rent Statement did not understate the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), then Landlord shall pay to Tenant all reasonable, out-of-pocket costs and expenses incurred by Tenant in making such determination, including the cost of the audit. In addition, if any Variable Rent

Statement shall be found to have willfully and intentionally understated the per annum Variable Rent, by more than five percent (5%), such understatement shall, at Landlord's option, constitute a Tenant Event of Default under this Lease. Any audit conducted pursuant to this Section 3.2(c) shall be performed subject to and in accordance with the provisions of Section 23.1(c) hereof. The receipt by Landlord of any Variable Rent Statement or any Variable Rent paid in accordance therewith for any period shall not constitute an admission of the correctness thereof.

**3.3 Late Payment of Rent or Additional Charges.** Tenant hereby acknowledges that the late payment by Tenant to Landlord of any Rent or Additional Charges will cause Landlord to incur costs not contemplated hereunder, the exact amount of which is presently anticipated to be extremely difficult to ascertain. Accordingly, if any installment of Rent or Additional Charges payable directly to Landlord shall not be paid within four (4) days after its due date, Tenant shall pay to Landlord on demand a late charge equal to the lesser of (a) five percent (5%) of the amount of such installment or Additional Charges and (b) the maximum amount permitted by law. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. The Parties further agree that any such late charge constitutes Rent, and not interest, and such assessment does not constitute a lender or borrower/creditor relationship between Landlord and Tenant. If any installment of Rent (or Additional Charges payable directly to Landlord) shall not be paid within nine (9) days after its due date, the amount unpaid, including any late charges previously accrued and unpaid, shall bear interest at the Overdue Rate (from such ninth (9<sup>th</sup>) day after the due date of such installment until the date of payment thereof) (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding), and Tenant shall pay such interest to Landlord on demand. The payment of such late charge or such interest shall not constitute a waiver of, nor excuse or cure, any default under this Lease, nor prevent Landlord from exercising any other rights and remedies available to Landlord. No failure by Landlord to insist upon strict performance by Tenant of Tenant's obligation to pay late charges and interest on sums overdue shall constitute a waiver by Landlord of its right to enforce the provisions, terms and conditions of this Section 3.3. No payment by Tenant nor receipt by Landlord of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment be deemed an accord and satisfaction and Landlord, in its sole discretion, may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment due or pursue any other right or remedy in this Lease provided.

**3.4 Method of Payment of Rent.** Rent and Additional Charges to be paid to Landlord shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by Tenant for settlement on or before the applicable Payment Date in each case (or, in respect of Additional Charges, as applicable, such other date as may be applicable hereunder); provided, however, if the Payment Date is not a Business Day, then settlement shall be made on the preceding Business Day. Landlord shall provide Tenant with appropriate wire transfer, ACH and direct deposit information in a Notice from Landlord to Tenant. If Landlord directs Tenant to pay any Rent or any Additional Charges to any party other than Landlord, Tenant shall send to Landlord, simultaneously with such payment, a copy of the transmittal letter or invoice and a check whereby such payment is made or such other evidence of payment as Landlord may reasonably require.

**3.5 Net Lease.** Landlord and Tenant acknowledge and agree that (i) this Lease is and is intended to be what is commonly referred to as a “net, net, net” or “triple net” lease, and (ii) the Rent (including, for avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges shall be paid absolutely net to Landlord, without abatement, deferment, reduction, defense, counterclaim, claim, demand, notice, deduction or offset of any kind whatsoever, so that this Lease shall yield to Landlord the full amount or benefit of the installments of Rent (including, for the avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges throughout the Term, all as more fully set forth in Article V and except and solely to the extent expressly provided in Article XIV (in connection with a Casualty Event), in Article XV (in connection with a Condemnation), in Section 3.1 (in connection with the “true-up”, if any, applicable to the onset of a Variable Rent Payment Period), in Section 18.2, and in Section 41.16. If Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any defense, offset, claim, counterclaim or cross complaint or similar pleading of any nature or description in such proceedings unless Tenant would lose or waive such claim by the failure to assert it. This shall not, however, be construed as a waiver of Tenant’s right to assert such claims in a separate action brought by Tenant. The covenants to pay Rent and Additional Charges hereunder are independent covenants, and Tenant shall have no right to hold back, deduct, defer, reduce, offset or fail to pay any such amounts for default by Landlord or for any other reason whatsoever, except solely as and to the extent provided in Section 3.1 and this Section 3.5.

## ARTICLE IV

### ADDITIONAL CHARGES

**4.1 Impositions.** Subject to Article XII relating to permitted contests, Tenant shall pay, or cause to be paid, all Impositions as and when due and payable during the Term to the applicable taxing authority or other party imposing the same before any fine, penalty, premium or interest may be added for non-payment (provided, (i) such covenant shall not be construed to require early or advance payments that would reduce or discount the amount otherwise owed and (ii) Tenant shall not be required to pay any Impositions that under the terms of any applicable Ground Lease are required to be paid by the Ground Lessor thereunder). Tenant shall make such payments directly to the taxing authorities where feasible, and on a monthly basis furnish to Landlord a summary of such payments, together, upon the request of Landlord, with copies of official receipts or other reasonably satisfactory proof evidencing such payments. If Tenant is not permitted to, or it is otherwise not feasible for Tenant to, make such payments directly to the taxing authorities or other applicable party, then Tenant shall make such payments to Landlord at least ten (10) Business Days prior to the due date, and Landlord shall make such payments to the taxing authorities or other applicable party prior to the due date. If and to the extent funds for Impositions are being reserved by Tenant on a regular basis with and held by Fee Mortgagee, Tenant shall be permitted to make a direct request to Fee Mortgagee (contemporaneously providing a copy of such request to Landlord) to cause such funds to be applied to Impositions

when due and payable, unless a Tenant Event of Default exists, and, to the extent Fee Mortgagee fails to make such disbursement, the failure to timely pay such Impositions shall not give rise to any Tenant Event of Default or other liability or obligation of Tenant hereunder. Landlord shall deliver to Tenant any bills received by Landlord for Impositions, promptly following Landlord's receipt thereof. Tenant's obligation to pay Impositions shall be absolutely fixed upon the date such Impositions become a lien upon the Leased Property to the extent payable during the Term or any part thereof, subject to Article XII. Notwithstanding anything in the first sentence of this Section 4.1 to the contrary, if any Imposition may, at the option of the taxpayer, lawfully be paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may pay the same, and any accrued interest on the unpaid balance of such Imposition, in installments as the same respectively become due and before any fine, penalty, premium or further interest may be added thereto. Nothing in this Section 4.1 shall limit Tenant's obligations with respect to funding reserves for Impositions to the extent required under Section 31.3.

(a) Landlord or Landlord REIT shall prepare and file all tax returns and reports as may be required by Legal Requirements with respect to Landlord's net income, gross receipts, franchise taxes and taxes on its capital stock and any other returns required to be filed by or in the name of Landlord (the "Landlord Tax Returns"), and Tenant or Tenant's applicable direct or indirect parent shall prepare and file all other tax returns and reports as may be required by Legal Requirements with respect to or relating to the Leased Property (including all Capital Improvements) and Tenant's Property. If any property covered by this Lease is classified as personal property for tax purposes, Tenant shall file all required personal property tax returns in such jurisdictions where it is required to file pursuant to applicable Legal Requirements and provide copies to Landlord upon request.

(b) Any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Tenant shall be paid over to or retained by Tenant, and any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Landlord, if any, shall be paid over to or retained by Landlord.

(c) Landlord and Tenant shall, upon request of the other, provide such data as is maintained by the Party to whom the request is made with respect to the Leased Property as may be necessary to prepare any required tax returns and reports. Landlord, to the extent it possesses the same, and Tenant, to the extent it possesses the same, shall provide the other Party, upon request, with cost and depreciation records necessary for filing returns for any property classified as personal property. Where Landlord is legally required to file personal property tax returns, Landlord shall provide Tenant with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Tenant to file a protest.

(d) Billings for reimbursement by Tenant to Landlord of personal property or real property taxes and any taxes due under the Landlord Tax Returns, if and to the extent Tenant is responsible for such taxes under the terms of this Section 4.1 (subject to Article XII), shall be accompanied by copies of a bill therefor and payments thereof which identify in reasonable detail the personal property or real property or other tax obligations of Landlord with respect to which such payments are made.

(e) Impositions imposed or assessed in respect of the tax-fiscal period during which the Commencement Date or the Expiration Date occurs shall be adjusted and prorated between Landlord and Tenant; provided, that Tenant's obligation to pay its prorated share of Impositions imposed or assessed before the Expiration Date in respect of a tax-fiscal period during the Term shall survive the Expiration Date (and its right to contest the same pursuant to Article XII shall survive the Stated Expiration Date). Landlord will not enter into agreements that will result in, or consent to the imposition of, additional Impositions without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed; provided, in each case, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Impositions imposed or assessed in respect of any tax-fiscal period occurring (in whole or in part) prior to the Commencement Date, if any, shall be Tenant's obligation to pay or cause to be paid.

**4.2 Utilities and Other Matters.** Tenant shall pay or cause to be paid all charges for electricity, power, gas, oil, water and other utilities used in the Leased Property. Tenant shall also pay or reimburse Landlord for all costs and expenses of any kind whatsoever which at any time with respect to the Term hereof may be imposed against Landlord by reason of any Property Documents, or with respect to easements, licenses or other rights over, across or with respect to any adjacent or other property which benefits the Leased Property or any Capital Improvement, including any and all costs and expenses associated with any utility, drainage and parking easements relating to the Leased Property (but excluding, for the avoidance of doubt, any costs and expenses under any Fee Mortgage Documents).

**4.3 Compliance Certificate.** Landlord shall deliver to Tenant, promptly following Landlord's receipt thereof, any bills received by Landlord for items required to be paid by Tenant hereunder, including, without limitation, Impositions, utilities and insurance. Promptly upon request of Landlord (but so long as no Event of Default is continuing no more frequently than one time per Fiscal Quarter), Tenant shall furnish to Landlord a certification stating that all or a specified portion of Impositions, utilities, insurance premiums or, to the extent specified by Landlord, any other amounts payable by Tenant hereunder that have, in each case, come due prior to the date of such certification have been paid (or that such payments are being contested in good faith by Tenant in accordance herewith) and specifying the portion of the Leased Property to which such payments relate.

**4.4 Impound Account.** At Landlord's option following the occurrence and during the continuation of a monetary Tenant Event of Default (to be exercised by thirty (30) days' written notice to Tenant), and provided Tenant is not already being required to impound such payments in accordance with the requirements of Section 31.3 below, Tenant shall be required to deposit, at the time of any payment of Rent, an amount equal to one-twelfth (1/12th) of the sum of (i) Tenant's estimated annual real and personal property taxes required pursuant to Section 4.1 hereof (as reasonably determined by Landlord), and (ii) Tenant's estimated annual insurance premium costs pursuant to Article XIII hereof (as reasonably determined by Landlord). Such amounts shall be applied to the payment of the obligations in respect of which said amounts were deposited, on or before the respective dates on which the same or any of them would become due. The reasonable cost of administering such impound account shall be paid by Tenant. Nothing in this Section 4.4 shall be deemed to affect any other right or remedy of Landlord hereunder.

## ARTICLE V

### NO TERMINATION, ABATEMENT, ETC.

Except as otherwise specifically provided in this Lease, Tenant shall remain bound by this Lease in accordance with its terms. The obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease as to all or any portion of the Leased Property other than by reason of an Event of Default. Without limitation of the preceding sentence, the respective obligations of Landlord and Tenant shall not be affected by reason of, except as expressly set forth in Articles XIV and XV, (i) any damage to or destruction of the Leased Property, including any Capital Improvement or any portion thereof from whatever cause, or any Condemnation of the Leased Property, including any Capital Improvement or any portion thereof or, discontinuance of any service or utility servicing the same; (ii) the lawful or unlawful prohibition of, or restriction upon, Tenant's use of the Leased Property, including any Capital Improvement or any portion thereof or the interference with such use by any Person or by reason of eviction by paramount title; (iii) any claim that Tenant has or might have against Landlord by reason of any default or breach of any warranty by Landlord hereunder or under any other agreement between Landlord and Tenant or to which Landlord and Tenant are parties; (iv) any bankruptcy, insolvency, reorganization, consolidation, readjustment, liquidation, dissolution, winding up or other proceedings affecting Landlord or any assignee or transferee of Landlord; or (v) for any other cause, whether similar or dissimilar to any of the foregoing. Tenant hereby specifically waives all rights arising from any occurrence whatsoever which may now or hereafter be conferred upon it by law (a) to modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (b) which may entitle Tenant to any abatement, deduction, reduction, suspension or deferment of or defense, counterclaim, claim or set-off against the Rent or other sums payable by Tenant hereunder, except in each case as may be otherwise specifically provided in this Lease.

## ARTICLE VI

### OWNERSHIP OF REAL AND PERSONAL PROPERTY

#### **6.1 Ownership of the Leased Property.**

(a) Landlord and Tenant acknowledge and agree that they have executed and delivered this Lease with the understanding that (i) the Leased Property is the property of Landlord, (ii) Tenant has only the right to the possession and use of the Leased Property upon the terms and conditions of this Lease, (iii) this Lease is a "true lease," is not a financing lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease, (iv) the business relationship created by this Lease and any related documents is and at all times shall remain that of landlord and tenant, (v) this Lease has been entered into by each Party in reliance upon the mutual covenants, conditions and agreements contained herein, and (vi) none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers, to make Tenant an agent, legal representative, partner, subsidiary or employee of Landlord, or to make Landlord in any way responsible for the debts, obligations or losses of Tenant.



(b) Each of the Parties covenants and agrees, subject to Section 6.1(d), not to (i) file any income tax return or other associated documents, (ii) file any other document with or submit any document to any governmental body or authority, or (iii) enter into any written contractual arrangement with any Person, in each case that takes a position other than that this Lease is a “true lease” with Landlord as owner of the Leased Property (except as expressly set forth below) and Tenant as the tenant of the Leased Property. For U.S. federal, state and local income tax purposes, Landlord and Tenant agree that (x) Landlord shall be treated as the owner of the Leased Property eligible to claim depreciation deductions under Sections 167 or 168 of the Code with respect to all Leased Property excluding the Leased Property described in clauses (y) and (z) below, (y) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 or 168 of the Code with respect to, all Tenant Capital Improvements (including, for avoidance of doubt and for purposes of this sentence, Tenant Material Capital Improvements) and Material Capital Improvements funded by Landlord pursuant to a Landlord MCI Financing that is treated as a loan for such income tax purposes, and (z) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 and 168 of the Code with respect to any Leased Improvements (related to any capital improvement projects ongoing as of the Commencement Date for which fifty percent (50%) or less of the costs of such projects have been paid or accrued as of the Commencement Date (the completion of such capital improvement projects being an obligation of Tenant at no cost or expense to Landlord). For the avoidance of doubt, Landlord shall be treated as having received from the Debtors on the Commencement Date, as a capital contribution together with the transfer of the Leased Property to Landlord pursuant to the Bankruptcy Plan, an obligation of Tenant (at no cost or expense to Landlord) to complete any Leased Improvements related to any capital improvement projects ongoing as of the Commencement Date for which more than fifty percent (50%) of the costs of such projects have been paid or accrued as of the Commencement Date.

(c) If, notwithstanding (i) the form and substance of this Lease, (ii) the intent of the Parties, and (iii) the language contained herein providing that this Lease shall at all times be construed, interpreted and applied to create an indivisible lease of all of the Leased Property, any court of competent jurisdiction finds that this Lease is a financing arrangement, then this Lease shall be considered a secured financing agreement and Landlord’s title to the Leased Property shall constitute a perfected first priority lien in Landlord’s favor on the Leased Property to secure the payment and performance of all the obligations of Tenant hereunder (and to that end, Tenant hereby grants, assigns and transfers to Landlord a security interest in all right, title or interest in or to any and all of the Leased Property, as security for the prompt and complete payment and performance when due of Tenant’s obligations hereunder). In such event, Tenant (and each Permitted Leasehold Mortgagee) authorizes Landlord, at the expense of Tenant, to make any filings or take other actions as Landlord reasonably determines are necessary or advisable in order to effect fully this Lease or to more fully perfect or renew the rights of Landlord, and to subordinate to Landlord the lien of any Permitted Leasehold Mortgagee, with respect to the Leased Property (it being understood that nothing in this Section 6.1(c) shall affect the rights of a Permitted Leasehold Mortgagee under Article XVII hereof). At any time and from time to time upon the request of Landlord, and at the expense of the Tenant, Tenant shall

promptly execute, acknowledge and deliver such further documents and do such other acts as Landlord may reasonably request in order to effect fully this Section 6.1(c) or to more fully perfect or renew the rights of Landlord with respect to the Leased Property as described in this Section 6.1(c).

(d) Notwithstanding the foregoing, the Parties acknowledge that, as of the Commencement Date, for GAAP purposes this Lease is not expected to be treated as a “true lease” and that the Parties will prepare Financial Statements consistent with GAAP (and for purposes of any SEC or other similar governmental filing purposes), as applicable.

(e) Landlord and Tenant acknowledge and agree that the Rent is the fair market rent for the use of the Leased Property and was agreed to by Landlord and Tenant on that basis, and the execution and delivery of, and the performance by Tenant of its obligations under, this Lease does not constitute a transfer of all or any part of the Leased Property, but rather the creation of the Leasehold Estate subject to the terms and conditions of this Lease.

(f) Tenant waives any claim or defense based upon the characterization of this Lease as anything other than a true lease of the Leased Property. Tenant stipulates and agrees (1) not to challenge the validity, enforceability or characterization of this Lease of the Leased Property as a true lease, and (2) not to assert or take or omit to take any action inconsistent with the agreements and understandings set forth in Section 1.2, Section 3.5 or this Section 6.1. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section 6.1 are a material inducement to Landlord entering into this Lease.

**6.2 Ownership of Tenant’s Property.** Tenant shall, during the entire Term, (a) own (or lease) and maintain (or cause its Subsidiaries, if any, to own (or lease) and maintain) on the Leased Property adequate and sufficient Tenant’s Property, (b) maintain (or cause its Subsidiaries, if any, to maintain) all of such Tenant’s Property in good order, condition and repair, in all cases as shall be necessary and appropriate in order to operate the Leased Property for the Primary Intended Use in material compliance with all applicable licensure and certification requirements and in material compliance with all applicable Legal Requirements, Insurance Requirements and Gaming Regulations, and (c) abide by (or cause its Subsidiaries, if any, to abide by) the terms and conditions of, and not in any way cause a termination of, the Omnibus Agreement. If any of Tenant’s Property requires replacement in order to comply with the foregoing, Tenant shall replace (or cause a Subsidiary to replace) it with similar property of the same or better quality at Tenant’s (or such Subsidiary’s) sole cost and expense. Subject to the foregoing and the other express terms and conditions of this Lease (including, without limitation, Section 6.3 hereof), Tenant and its Subsidiaries, if any, may sell, transfer, convey or otherwise dispose of Tenant’s Property in their discretion in the ordinary course of their business and Landlord shall thereafter have no rights to such sold, transferred, conveyed or otherwise disposed of Tenant’s Property. In the case of any such Tenant’s Property that is leased (rather than owned) by Tenant (or its Subsidiaries, if any), Tenant shall use commercially reasonable efforts to ensure that any agreements entered into after the Commencement Date pursuant to which Tenant (or its Subsidiaries, if any) leases such Tenant’s Property are assignable to third parties in connection with any transfer by Tenant (or its Subsidiaries, if any) to a replacement lessee or operator at the end of the Term. To the extent not transferred to a Successor Tenant

pursuant to Article XXXVI hereof (and subject to Landlord's rights under Section 6.3 and the rights of any Permitted Leasehold Mortgagee under Article XVII and the terms and conditions of the Intercreditor Agreement and the terms and conditions of the Transition Services Agreement), Tenant shall remove all of Tenant's Property from the Leased Property at the end of the Term. Any Tenant's Property left on the Leased Property at the end of the Term whose ownership was not transferred to a Permitted Leasehold Mortgagee or its designee or assignee that entered into or succeeded to a New Lease pursuant to the terms hereof or to a Successor Tenant pursuant to Article XXXVI hereof shall be deemed abandoned by Tenant and shall become the property of Landlord. Notwithstanding anything to the contrary contained herein, but without limitation of Tenant's express rights to effect replacements, make dispositions or grant liens with respect to Tenant's Pledged Property under this Section 6.2 and Section 6.3, Tenant shall own, hold and/or lease, as applicable, all of the material Tenant's Pledged Property relating to the Leased Property.

### **6.3 Landlord's Security Interest in Tenant's Pledged Property.**

(a) To secure the performance of Tenant's obligations under this Lease, including, without limitation, Tenant's obligation to pay Rent hereunder, Tenant (on behalf of itself and on behalf of all of its Subsidiaries and Affiliates, as applicable), collectively, as debtor, hereby grants to Landlord, as secured party, a first priority security interest in all of Tenant's (and all of Tenant's Subsidiaries' and Affiliates', as applicable) right, title and interest in and to Tenant's Pledged Property now owned or in which Tenant (or any of Tenant's Subsidiaries and Affiliates, as applicable) hereafter acquires an interest or right. This Lease constitutes a security agreement covering all such Tenant's Pledged Property. The Parties acknowledge that the security interest granted hereunder is subject to the terms and conditions of the Intercreditor Agreement.

(b) The security interest granted to Landlord in Tenant's Pledged Property is subordinate to any security interest granted by Tenant (or any Subsidiary or Affiliate of Tenant) in tangible components of Tenant's Pledged Property for the purpose of securing purchase money financing with respect thereto (including equipment leases or equipment financing), as long as, (I) with respect to any such purchase money financing entered into from and after the Commencement Date with an initial principal balance in excess of Fifty Million and No/100 Dollars (\$50,000,000.00), (a) Tenant provides Landlord (and any Fee Mortgagee of which it is given notice in accordance herewith) with copies of the documentation evidencing such financing or leasing and (b) Tenant shall use commercially reasonable efforts to have the lessor or financier of such purchase money financing agree to give Landlord (and any such Fee Mortgagee) notice of any default by Tenant under the terms of such arrangement and a reasonable time following such notice to cure any such default and to consent to Landlord's (or any such Fee Mortgagee's) written assumption of such arrangement upon curing such default, in each case prior to exercising any remedies in respect of such default and (II) the aggregate amount of any purchase money indebtedness in respect of Tenant's Pledged Property (together with the aggregate amount of any purchase money indebtedness in respect of "Tenant's Pledged Property" under and as defined in each of the Other Leases) shall not exceed at any time an amount equal to two and one-half percent (2.5%) of the consolidated total assets of CEOC from time to time.

(c) Tenant shall pay all filing fees and record search fees and other reasonable costs for such additional security agreements, financing statements, fixture filings, and other documents as Landlord may reasonably require to perfect or to continue the perfection of Landlord's security interest in Tenant's Pledged Property. Landlord shall have the right to collaterally assign such security interest granted to Landlord in Tenant's Pledged Property to any Fee Mortgagee.

(d) Notwithstanding the foregoing or anything herein to the contrary, Landlord may not foreclose upon or exercise remedies against Landlord's security interest in Tenant's Pledged Property unless and until both (i) the Landlord's Enforcement Condition has occurred and (ii) this Lease has either (1) been rejected in bankruptcy (and no Permitted Leasehold Mortgagee is entitled to obtain a New Lease in accordance with Section 17.1(f) hereof) or (2) terminated by Landlord pursuant to Section 16.2(x) hereof; provided, however, that notwithstanding the foregoing or anything otherwise set forth in this Lease Landlord may, (I) at any time take such actions as are available to a secured creditor in any bankruptcy, insolvency or dissolution proceeding, and (II) commence foreclosure proceedings and otherwise take steps in connection with exercising its remedies under this Section 6.3 with respect to Tenant's Pledged Property after the occurrence and during the continuance of a Tenant Event of Default, so long as (x) Landlord does not consummate such foreclosure and does not complete any such other exercise of remedies which would, or take any other action which would, effect a transfer of ownership, title or possession of Tenant's Pledged Property prior to termination or rejection of the Lease (and failure of any Permitted Leasehold Mortgagee to obtain a New Lease in accordance with Section 17.1(f) hereof), and (y) during any period that any Permitted Leasehold Mortgagee is entitled to cure a Tenant Event of Default or obtain a New Lease pursuant to and in accordance with Sections 17.1(d), (e) and (f) of this Lease, as the case may be, Landlord does not impair or interfere with the exercise of any rights of Tenant hereunder (including but not limited to cure rights) or any rights of any Permitted Leasehold Mortgagee (including but not limited to cure rights) with respect to Tenant's Pledged Property as set forth hereunder or in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Landlord pursuant to this Lease in the Tenant's Pledged Property and the exercise of any right or remedy by Landlord hereunder against the Tenant's Pledged Property are subject to the provisions of the Intercreditor Agreement. Subject to the restriction effected by clause (x) above, in the event of any conflict between the terms of the Intercreditor Agreement and this Lease, the terms of the Intercreditor Agreement shall govern and control.

(e) Any Tenant's Pledged Property that is sold, transferred, conveyed or otherwise disposed of in accordance with Section 6.2 shall be automatically released from the security interest granted to Landlord in Tenant's Pledged Property and Landlord shall, at Tenant's request, execute such documents and instruments to evidence such release. Landlord acknowledges that a Permitted Leasehold Mortgagee may have a subordinate lien on Tenant's Pledged Property, provided that such lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first-priority lien thereon in favor of Landlord on the terms and conditions set forth in the Intercreditor Agreement.

(f) Tenant and each of Tenant's Subsidiaries and Affiliates that have granted to Landlord a security interest as described herein acknowledges that this Agreement is being

entered into and approved in connection with Tenant's pending chapter 11 bankruptcy case and agrees that, in the event Tenant or any such Tenant Subsidiary or Affiliates files or has filed against it another case under Title 11 of the U.S. Code, Landlord shall thereupon be entitled immediately to relief from the automatic stay of Section 362 and from any other stay or restriction on Landlord's ability to exercise the rights and remedies available to Landlord as a secured creditor with respect to Tenant's Pledged Property, and Tenant and each such Tenant Subsidiary and Affiliate hereby waives the benefits of such automatic stay or restriction and consents and agrees to raise no objection to such relief sought by Landlord.

(g) Tenant (and Tenant's Subsidiaries and Affiliates, as applicable) shall promptly execute such other separate security agreements consistent with the terms of this Section 6.3 with respect to Tenant's Pledged Property as Landlord may reasonably request from time to time to evidence such security interest in Tenant's Pledged Property created by this Section 6.3.

## ARTICLE VII

### PRESENT CONDITION & PERMITTED USE

**7.1 Condition of the Leased Property.** Tenant acknowledges receipt and delivery of possession of the Leased Property and confirms that Tenant has examined and otherwise has knowledge of the condition of the Leased Property prior to and as of the execution and delivery of this Lease and has found the same to be satisfactory for its purposes hereunder, it being understood and acknowledged by Tenant that, immediately prior to Landlord's acquisition of the Leased Property and contemporaneous entry into this Lease, Tenant (or its Affiliates) was the owner of all of Landlord's interest in and to the Leased Property and, accordingly, Tenant is charged with, and deemed to have, full and complete knowledge of all aspects of the condition and state of the Leased Property as of the Commencement Date. Without limitation of the foregoing and regardless of any examination or inspection made by Tenant, and whether or not any patent or latent defect or condition was revealed or discovered thereby, Tenant is leasing the Leased Property "as is" in its present condition. Without limitation of the foregoing, Tenant waives any claim or action against Landlord in respect of the condition of the Leased Property including any defects or adverse conditions not discovered or otherwise known by Tenant as of the Commencement Date. LANDLORD MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, INCLUDING AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, OR AS TO THE NATURE OR QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE STATUS OF TITLE TO THE LEASED PROPERTY OR THE PHYSICAL CONDITION OR STATE OF REPAIR THEREOF, OR THE ZONING OR OTHER LAWS, ORDINANCES, BUILDING CODES, REGULATIONS, RULES AND ORDERS APPLICABLE THERETO OR TO ANY CAPITAL IMPROVEMENTS WHICH MAY BE NOW OR HEREAFTER CONTEMPLATED, THE IMPOSITIONS LEVIED IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, OR THE USE THAT MAY BE MADE OF THE LEASED PROPERTY OR ANY PART THEREOF, THE INCOME TO BE DERIVED FROM THE FACILITY OR THE EXPENSE OF OPERATING THE SAME, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, IT BEING AGREED THAT ALL SUCH RISKS,

LATENT OR PATENT, ARE TO BE BORNE SOLELY BY TENANT INCLUDING ALL RESPONSIBILITY AND LIABILITY FOR ANY ENVIRONMENTAL REMEDIATION AND COMPLIANCE WITH ALL ENVIRONMENTAL LAWS. This Section 7.1 shall not be construed to limit Landlord's express indemnities made hereunder.

## **7.2 Use of the Leased Property.**

(a) Tenant shall not use (or cause or permit to be used) any Facility, including the Leased Property, or any portion thereof, including any Capital Improvement, for any use other than the Primary Intended Use without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Landlord acknowledges that operation of the Leased Property for its Primary Intended Use generally may require a Gaming License under applicable Gaming Regulations and that without such a license, if applicable, neither Landlord nor Landlord REIT may operate, control or participate in the conduct of the gaming operations at a Facility. Tenant acknowledges that operation of a Facility for its Primary Intended Use generally may require a Gaming License under applicable Gaming Regulations and that without such a license, if applicable, Tenant may not operate, control or participate in the conduct of the gaming operations at the Facility.

(b) Tenant shall not commit or suffer to be committed any waste with respect to a Facility, including on or to the Leased Property (and, without limitation, to the Capital Improvements) or cause or permit any nuisance thereon or, except as required by law, knowingly take or suffer any action or condition that will diminish in any material respect, the ability of the Leased Property to be used as a Gaming Facility (or otherwise for the Primary Intended Use) after the Expiration Date.

(c) Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, (i) initiate or support any limiting change in the permitted uses of the Leased Property (or to the extent applicable, limiting zoning reclassification of the Leased Property); (ii) seek any variance under existing land use restrictions, laws, rules or regulations (or, to the extent applicable, zoning ordinances) applicable to the Leased Property or the use of the Leased Property in any manner that adversely affects (other than to a de minimis extent) the value or utility of the Leased Property for the Primary Intended Use; (iii) execute or file any subdivision plat or condominium declaration affecting the Leased Property or any portion thereof, or institute, or permit the institution of, proceedings to alter any tax lot comprising the Leased Property or any portion thereof; or (iv) permit or suffer the Leased Property or any portion thereof to be used by the public or any Person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement (provided that the proscription in this clause (iv) is not intended to and shall not restrict Tenant in any way from complying with any obligation it may have under applicable Legal Requirements, including, without limitation, Gaming Regulations, to afford to the public access to the Leased Property or any portion thereof). Without limiting the foregoing, (1) Tenant will not impose or permit the imposition of any restrictive covenants, easements or other encumbrances upon the Leased Property (including, subject to the last paragraph of Section 16.1, any restriction, covenant, easement or other encumbrance which Tenant may otherwise impose or permit to be imposed pursuant to the provisions of any Permitted Exception Document) without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Landlord is given reasonable opportunity to participate in the process leading to such agreement, and (2) other than any liens or other encumbrances granted to a Fee Mortgagee, Landlord will not enter into agreements that

will encumber the Leased Property without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Landlord agrees it will not withhold consent to utility easements and other similar encumbrances made in the ordinary course of Tenant's business conducted on the Leased Property in accordance with the Primary Intended Use, provided the same does not adversely affect in any material respect the use or utility of the Leased Property for the Primary Intended Use. Nothing in the foregoing is intended to vitiate or supersede Tenant's right to enter into Permitted Leasehold Mortgages or Landlord's right to enter into Fee Mortgages in each case as and to the extent provided herein.

(d) Except to the extent resulting from a Permitted Operation Interruption, Tenant shall cause each of the Continuous Operation Facilities to be Continuously Operated during the Term. With respect to any Facility that is not a Continuous Operation Facility, during any time period that such Facility ceases to be Continuously Operated, solely for purposes of calculating Variable Rent in accordance herewith, the Net Revenue associated with such Facility shall be subject to a floor equal to the Net Revenue for such Facility for the calendar year immediately preceding such period that such Facility is not Continuously Operated, prorated for the applicable time period that such Facility is not Continuously Operated. Further, if any Facility that is not a Continuous Operation Facility ceases to be Continuously Operated for a period of one (1) year, then Landlord shall have the right, in its sole discretion, to terminate this Lease solely as to such Facility, in which event the Rent shall be adjusted in accordance with the Rent Reduction Amount.

(e) Subject to Article XII regarding permitted contests, Tenant, at its sole cost and expense, shall promptly (i) comply in all material respects with all Legal Requirements and Insurance Requirements affecting each Facility and the business conducted thereat, including those regarding the use, operation, maintenance, repair and restoration of the Leased Property or any portion thereof (including all Capital Improvements) and Tenant's Property whether or not compliance therewith may require structural changes in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property or any portion thereof, and (ii) procure, maintain and comply in all material respects with all Gaming Regulations and Gaming Licenses, and other authorizations required for the use of the Leased Property (including all Capital Improvements) and Tenant's Property for the applicable Primary Intended Use and any other use of the Leased Property (and Capital Improvements then being made) and Tenant's Property, and for the proper erection, installation, operation and maintenance of the Leased Property and Tenant's Property. In an emergency involving an imminent threat to human health and safety or damage to property, or in the event of a breach by Tenant of its obligations under this Section 7.2 which is not cured within any applicable cure period set forth herein, Landlord or its representatives (and any Fee Mortgagee) may, but shall not be obligated to, enter upon the Leased Property (and, without limitation, all Capital Improvements) (upon reasonable prior written notice to Tenant, except in the case of emergency, and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) and take such reasonable actions and incur such reasonable costs and expenses to effect such compliance as it deems advisable to protect its interest in the Leased Property, and Tenant shall reimburse Landlord for all such reasonable out-of-pocket costs and expenses actually incurred by Landlord in connection with such actions.

(f) Without limitation of any of the other provisions of this Lease, Tenant shall comply with all Property Documents (i) that are listed on the title policies described on Exhibit J attached hereto, or (ii) made after the date hereof in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Tenant.

### **7.3 Ground Leases.**

(a) This Lease, to the extent affecting and solely with respect to the Ground Leased Property, is and shall be subject and subordinate to all of the terms and conditions of the Ground Leases and to all liens, rights and encumbrances to which the Ground Leases are subject or subordinate. Tenant hereby acknowledges that Tenant has reviewed and agreed to all of the terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 attached hereto. Tenant hereby agrees that (x) Tenant shall comply with all provisions, terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 and, subject to Section 7.3(g) and Section 7.3(h), any amendments or modifications thereto and any new Ground Leases, in each case, except to the extent such provisions, terms and conditions (1) apply solely to Landlord, (2) are not susceptible of being performed (or if breached, are not capable of being cured) by Tenant, and (3) in the case of the Ground Leases in effect as of the Commencement Date, are expressly set forth in the copies of such Ground Leases that were furnished to Landlord by Tenant on or prior to the Commencement Date (provisions, terms and conditions satisfying clauses (1) through (3), "Landlord Specific Ground Lease Requirements"), and (y) Tenant shall not do, or (except with respect to Landlord Specific Ground Lease Requirements) fail to do, anything that would cause any violation of the Ground Leases. Without limiting the foregoing, (i) Tenant acknowledges that it shall be obligated to (and shall) pay, as part of Tenant's obligations under this Lease, all monetary obligations imposed upon Landlord as the lessee under any and all of the Ground Leases, including, without limitation, any rent and additional rent payable thereunder and shall, upon request, provide satisfactory proof evidencing such payments to Landlord, (ii) to the extent Landlord is required to obtain the written consent of the lessor under any applicable Ground Lease (in each case, the "Ground Lessor") to alterations of or the subleasing of all or any portion of the Ground Leased Property pursuant to any Ground Lease, Tenant shall likewise obtain the applicable Ground Lessor's written consent to alterations of or the sub-subleasing of all or any portion of the Ground Leased Property (in each case, to the extent the same is permitted hereunder), and (iii) (without limitation of the Insurance Requirements hereunder) Tenant shall carry and maintain general liability, automobile liability, property and casualty, worker's compensation, employer's liability insurance and such other insurance, if any, in amounts and with policy provisions, coverages and certificates as required of Landlord as tenant under any applicable Ground Lease. The foregoing is not intended to vitiate or supersede Landlord's rights as lessee under any Ground Lease, and, without limitation of the preceding portion of this sentence or of any other rights or remedies of Landlord hereunder, in the event Tenant fails to comply with its obligations with respect to Ground Leases as described herein (without giving effect to any notice or cure periods thereunder), Landlord shall have the right (but without any obligation to Tenant or any liability for failure to exercise such right), following written notice to Tenant and the passage of a reasonable period of time (except to the extent the failure is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable) to cure such failure, in which event Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in connection with curing such failure. The parties acknowledge that the Ground Leases on the one hand, and this



Lease on the other hand, constitute separate contractual arrangements among separate parties and nothing in this Lease shall vitiate or otherwise affect the obligations of the parties to the Ground Leases, and nothing in the Ground Leases shall vitiate or otherwise affect the obligations of the parties hereto pursuant to this Lease (except as specifically set forth in this Section 7.3).

(b) Subject to Section 7.3(c) below, in the event of cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder (other than the cancellation or termination of a Ground Lease entered into in connection with a sale-leaseback transaction by Landlord (other than if such cancellation or termination resulted from Tenant's default under this Lease), which cancellation or termination results in the Leased Property leased under such Ground Lease no longer being subject to this Lease), then, this Lease and Tenant's obligation to pay the Rent and Additional Charges hereunder and all other obligations of Tenant hereunder (other than such obligations of Tenant hereunder that concern solely the applicable Ground Leased Property demised under the affected Ground Lease) shall continue unabated; provided that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to the applicable Ground Leased Property on substantially similar terms to those of such cancelled or terminated Ground Lease, then such replacement lease shall automatically become a Ground Lease hereunder and such Ground Leased Property shall remain part of the Leased Property hereunder. Nothing contained in this Lease shall create, or be construed as creating, any privity of contract or privity of estate between Ground Lessor and Tenant.

(c) With respect to any Ground Leased Property, the Ground Lease for which has an expiration date (taking into account any renewal options exercised thereunder as of the Commencement Date or hereafter exercised) prior to the expiration of the Term (taking into account any exercised renewal options hereunder), this Lease shall expire solely with respect to such Ground Leased Property concurrently with such Ground Lease expiration date (taking into account the terms of the following sentences of this Section 7.3(c)). There shall be no reduction in Rent nor Required Capital Expenditures by reason of such expiration with respect to, and the corresponding removal from this Lease of, any such Ground Leased Property. Landlord (as ground lessee) shall be required to exercise all renewal options contained in each Ground Lease so as to extend the term thereof (provided, that Tenant shall furnish to Landlord written notice of the outside date by which any such renewal option must be exercised in order to validly extend the term of any such Ground Lease; such notice shall be delivered no earlier than one hundred twenty (120) days prior to the earliest date any such option may be validly exercised and no later than forty-five (45) days prior to the outside date by which such option must be validly exercised, which notice shall be followed by a second notice from Tenant to Landlord of such outside date, such notice to be furnished to Landlord no later than fifteen (15) days prior to the outside date), and Landlord shall provide Tenant with a copy of Landlord's exercise of such renewal option. With respect to any Ground Lease that otherwise would expire during the Term, Tenant, on Landlord's behalf, shall have the right to negotiate for a renewal or replacement of such Ground Lease with the third-party ground lessor, on terms satisfactory to Tenant (subject, (i) to Landlord's reasonable consent with respect to the provisions, terms and conditions thereof which would reasonably be expected to materially and adversely affect Landlord, and (ii) in the case of any such renewal or replacement that would extend the term of such Ground Lease beyond the Term, to Landlord's sole right to approve any such provisions, terms and conditions that would be applicable beyond the Term).

(d) Nothing contained in this Lease amends, or shall be construed to amend, any provision of the Ground Leases.

(e) Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor and any other party entitled to be indemnified by Landlord pursuant to the terms of any Ground Lease from and against any and all claims arising from or in connection with the applicable Facility and/or this Lease with respect to which such party is entitled to indemnification by Landlord pursuant to the terms of any Ground Lease, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon to the extent provided in the applicable Ground Lease; and in case any such action or proceeding be brought against any of the Landlord Indemnified Parties, any Ground Lessor or any master lessor to Ground Lessor or any such party by reason of any such claim, Tenant, upon notice from Landlord or any of its Affiliates or such other Landlord Indemnified Party, such Ground Lessor or such master lessor to Ground Lessor or any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to the party or parties indemnified pursuant to this paragraph or the Ground Lease. Notwithstanding the foregoing, in no event shall Tenant be required to indemnify, defend or hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor or any other party from or against any claims to the extent resulting from (i) the gross negligence or willful misconduct of Landlord, or (ii) the actions of Landlord except if such actions are the result of Tenant's failure, in violation of this Lease, to act.

(f) To the extent required under the applicable Ground Lease, Tenant hereby waives any and all rights of recovery (including subrogation rights of its insurers) from the applicable Ground Lessor, its agents, principals, employees and representatives for any loss or damage, including consequential loss or damage, covered by any insurance policy maintained by Tenant, whether or not such policy is required under the terms of the Ground Lease.

(g) Landlord shall not enter into any new ground leases with respect to the Leased Property or any portion thereof (except as provided by Section 7.3(h)), or amend, modify or terminate any existing Ground Leases (except as provided by Section 7.3(b) or Section 7.3(c)), in each case without Tenant's prior written consent in its reasonable discretion, provided, that, Landlord may amend or modify Ground Leases in a manner that will not adversely affect Tenant (*e.g.*, an amendment relating to a period following the end of the Term), and Landlord may acquire the fee interest in the property leased pursuant to any Ground Lease, so long as Tenant's rights and obligations hereunder are not adversely affected thereby.

(h) Landlord may enter into new Ground Leases with respect to the Leased Property or any portion thereof (including pursuant to a sale-leaseback transaction), provided that, notwithstanding anything herein to the contrary, (other than replacement Ground Lease(s) made pursuant to Section 7.3(b) or Ground Lease(s) made pursuant to the final sentence of Section 7.3(c)), Tenant shall not be obligated to comply with any additional or more onerous obligations under such new ground lease with which Tenant is not otherwise obligated to comply

under this Lease (and, without limiting the generality of the foregoing, Tenant shall not be required to incur any additional monetary obligations (whether for payment of rents under such new Ground Lease or otherwise) in connection with such new Ground Lease) (except to a de minimis extent), unless Tenant approves such additional obligations in its sole and absolute discretion.

**7.4 Third-Party Reports.** Upon Landlord's reasonable request from time to time, Tenant shall provide Landlord with copies of any third-party reports obtained by Tenant with respect to the Leased Property, including, without limitation, copies of surveys, environmental reports and property condition reports.

**7.5 Operating Standard.** Tenant shall cause the Facilities to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), in each case except to the extent failure to do so does not result in a material adverse effect on Landlord (taken as a whole with "Landlord" as defined under the Joliet Lease) or on all the Facilities (taken as a whole with the Joliet Facility). For avoidance of doubt, the provisions of this Section 7.5 and Section 16.1(f) hereof shall continue to apply even if the Facilities are being managed pursuant to a Replacement Management Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that as of the Commencement Date: (i) this Lease and all other documents executed, or to be executed, by it in connection herewith have been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and, as applicable, is duly authorized and qualified to perform this Lease within each State in which any Leased Property is located; and (iii) neither this Lease nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such Party.

## ARTICLE IX

### MAINTENANCE AND REPAIR

**9.1 Tenant Obligations.** Subject to the provisions of Sections 10.1, 10.2 and 10.3 relating to Landlord's approval of certain Alterations, Capital Improvements and Material Capital Improvements, Tenant, at its expense and without the prior consent of Landlord, shall maintain the Leased Property, and every portion thereof, including all of the Leased Improvements and the structural elements and the plumbing, heating, ventilating, air conditioning, electrical, lighting, sprinkler and other utility systems thereof, all fixtures and all appurtenances to the Leased Property including any and all private roadways, sidewalks and curbs appurtenant to the Leased Property, and Tenant's Property, in each case in good order and

repair whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of the Leased Property, and, with reasonable promptness, make all reasonably necessary and appropriate repairs thereto of every kind and nature, including those necessary to ensure continuing compliance with all Legal Requirements (including, without limitation, all Gaming Regulations and Environmental Laws) (to the extent required hereunder), Insurance Requirements, the Ground Leases and Property Documents whether now or hereafter in effect (other than any Ground Leases or Property Documents (or modifications to Ground Leases or Property Documents) entered into after the Commencement Date that impose obligations on Tenant (other than de minimis obligations) to the extent (x) entered into by Landlord without Tenant's consent pursuant to Section 7.2(c) or (y) Tenant is not required to comply therewith pursuant to Section 7.3(b), Section 7.3(g) or Section 7.3(h)) and, with respect to any Fee Mortgages, the applicable provisions of such Fee Mortgage Documents as and to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, in each case except to the extent otherwise provided in Article XIV or Article XV of this Lease, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to or first arising after the Commencement Date.

**9.2 No Landlord Obligations.** Landlord shall not under any circumstances be required to (i) build or rebuild any improvements on the Leased Property; (ii) make any repairs, replacements, alterations, restorations or renewals of any nature to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto; or (iii) maintain the Leased Property in any way. Tenant hereby waives, to the extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Lease or hereafter enacted. This Section 9.2 shall not be construed to limit Landlord's express indemnities, if any, made hereunder.

**9.3 Landlord's Estate.** Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property, or any part thereof, or any Capital Improvement; or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property, or any portion thereof or upon the estate of Landlord in any Capital Improvement.

**9.4 End of Term.** Subject to Sections 17.1(f) and 36.1, Tenant shall, upon the expiration or earlier termination of the Term, vacate and surrender and relinquish in favor of Landlord all rights to the Leased Property (together with all Capital Improvements, including all Tenant Capital Improvements, except to the extent provided in Section 10.4 in respect of Tenant Material Capital Improvements), in each case, in the condition in which such Leased Property was originally received from Landlord and, in the case of Capital Improvements (other than Tenant Material Capital Improvements to the extent provided in Section 10.4), when such

Capital Improvements were originally introduced to the Facility, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear and subject to any Casualty Event or Condemnation as provided in Articles XIV and XV.

## ARTICLE X

### ALTERATIONS

#### 10.1 Alterations, Capital Improvements and Material Capital Improvements.

(a) Tenant shall not be required to obtain Landlord's consent or approval to make any Alterations or Capital Improvements (including any Material Capital Improvement) to the Leased Property in its reasonable discretion; provided, however, that all such Alterations and Capital Improvements (i) shall be of equal quality to or better quality than the applicable portions of the existing Facility, as applicable, except to the extent Alterations or Capital Improvements of lesser quality would not, in the reasonable opinion of Tenant, result in any diminution of value of the Leased Property (or applicable portion thereof), (ii) shall not have an adverse effect on the structural integrity of any portion of the Leased Property, and (iii) shall not otherwise result in a diminution of value to the Leased Property. If any Alteration or Capital Improvement would not or does not meet the standards of the preceding sentence, then such Alteration or Capital Improvement shall be subject to Landlord's written approval, which written approval shall not be unreasonably withheld, conditioned or delayed. Further, if any Alteration or Capital Improvement (or the aggregate amount of all related Alterations or Capital Improvements) has a total budgeted cost (as reasonably evidenced to Landlord) in excess of Seventy-Five Million Dollars (\$75,000,000) (the "Alteration Threshold"), then (1) such Alteration or Capital Improvement (or series of related Alterations or Capital Improvements) shall be subject to the approval of Landlord and, if applicable, subject to Section 31.3, any Fee Mortgagee, in each case which written approval shall not be unreasonably withheld, conditioned or delayed, and (2) if the total unpaid amounts due and payable with respect to such Alteration or Capital Improvement exceed the Alteration Threshold, Tenant shall promptly deliver to Landlord as security for the payment of such amounts and as additional security for Tenant's obligations under this Lease, any of the following, in each case in an amount equal to the amount by which the budgeted cost of such Alteration or Capital Improvement exceeds the Alteration Threshold: (A) cash, (B) cash equivalents, or (C) a Letter of Credit (the "Alteration Security"). On a monthly basis during the construction of any such Alteration or Capital Improvement for which Alteration Security has been deposited, Tenant shall be entitled (either pursuant to a separate agreement to be entered into directly between Tenant and Fee Mortgagee, in form and substance reasonably acceptable to Tenant, or, if no such agreement is entered into, then as an obligation of Landlord hereunder) to receive a portion of such Alteration Security, to be disbursed to Tenant (in the case of cash or cash equivalents) or reduced (in the case of a Letter of Credit), as applicable, on a dollar-for-dollar basis, in the amount required to reimburse Tenant for (or to enable Tenant to pay) the cost of such Alteration or Capital Improvement in amounts equal to the actual costs incurred by Tenant for such Alteration or Capital Improvement, subject to delivery by Tenant to Landlord of invoices related to the work performed, and subject: (a) to compliance by Tenant with the applicable provisions of any Fee Mortgage Documents then in effect to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, and (b) in the event no Fee

Mortgage then exists and Landlord is holding the Alteration Security, to the condition that no Tenant Event of Default exist at the time of determination and subject to the other applicable provisions of this Article X. To the extent a construction consultant is required by any Fee Mortgagee, Landlord shall have the right (in addition to any construction consultant engaged by Tenant to satisfy any applicable Additional Fee Mortgagee Requirement) to also select and engage (subject to any Fee Mortgagee requirements), at Landlord's cost and expense, construction consultants to conduct inspections of the Leased Property during the construction of any Material Capital Improvements, provided that (x) such inspections shall be conducted in a manner as to not unreasonably interfere with such construction or the operation of the Facility, (y) prior to entering the Leased Property, such consultants shall deliver to Tenant evidence of insurance reasonably satisfactory to Tenant and (z) (irrespective of whether the consultant was engaged by Landlord, Tenant or otherwise) Landlord and Tenant shall be entitled to receive copies of such consultants' work product and shall have direct access to and communication with such consultants.

(b) Notwithstanding the foregoing or anything herein to the contrary, Tenant shall be required to obtain the written consent of Landlord prior to commencing any Work in connection with any material development of the portion of the Leased Property known as the "Las Vegas land assemblage" and more particularly described on Exhibit F attached hereto; provided, however, (i) that Landlord's consent shall not be unreasonably withheld, conditioned or delayed, it being understood that it shall not be unreasonable for Landlord to withhold its consent if Tenant does not offer to Landlord a reasonable economic arrangement in connection with such development, such determination to be made by Landlord and Tenant, each acting reasonably and (ii) that the following shall not require Landlord's consent: (x) Preliminary Studies and permitting (provided that such permitting does not change the zoning with respect to the Leased Property or otherwise have a permanent or adverse impact on the Leased Property) in preparation for such Work and (y) improvements to address drainage issues with respect to such Leased Property as and to the extent requested by governmental authorities.

**10.2 Landlord Approval of Certain Alterations and Capital Improvements.** If Tenant desires to make any Alteration or Capital Improvement for which Landlord's approval is required pursuant to Section 10.1 above, Tenant shall submit to Landlord in reasonable detail a general description of the proposal, the projected cost of the applicable Work and such plans and specifications, permits, licenses, contracts and other information concerning the proposal as Landlord may reasonably request. Such description shall indicate the use or uses to which such Alteration or Capital Improvement will be put and the impact, if any, on current and forecasted gross revenues and operating income attributable thereto. Landlord may condition any approval of any Alteration or Capital Improvement (including any Material Capital Improvement), to the extent required pursuant to Section 10.1 above, upon any or all of the following terms and conditions, to the extent reasonable under the circumstances:

(a) the Work shall be effected pursuant to detailed plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) the Work shall be conducted under the supervision of a licensed architect or engineer selected by Tenant (the "Architect") and, for purposes of this Section 10.2 only, approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;

(c) Landlord's receipt from the general contractor and, if reasonably requested by Landlord, any major subcontractor(s) of a performance and payment bond for the full value of such Work, which such bond shall name Landlord as an additional obligee and otherwise be in form and substance and issued by a Person reasonably satisfactory to Landlord;

(d) Landlord's receipt of reasonable evidence of Tenant's financial ability to complete the Work without materially and adversely affecting its cash flow position or financial viability; and

(e) such Alteration or Capital Improvement will not result in the Leased Property becoming a "limited use" within the meaning of Revenue Procedure 2001-28 property for purposes of United States federal income taxes.

**10.3 Construction Requirements for Alterations and Capital Improvements.** For any Alteration or Capital Improvement having a budgeted cost in excess of Five Million and No/100 Dollars (\$5,000,000) (and as otherwise expressly required under subsection (g) below), Tenant shall satisfy the following:

(a) If and to the extent plans and specifications typically would be (or, in accordance with applicable Legal Requirements, are required to be) obtained in connection with a project of similar scope and nature to such Alteration or Capital Improvement, Tenant shall, prior to commencing any Work in respect of the same, provide Landlord copies of such plans and specifications. Tenant shall also supply Landlord with related documentation, information and materials relating to the Property in Tenant's possession or control, including, without limitation, surveys, property condition reports and environmental reports, as Landlord may reasonably request from time to time;

(b) No Work shall be commenced until Tenant shall have procured and paid for all municipal and other governmental permits and authorizations required to be obtained prior to such commencement (if any), including those permits and authorizations required pursuant to any Gaming Regulations (if any), and, upon Tenant's request, Landlord shall join in the application for such permits or authorizations whenever such action is necessary; provided, however, that (i) any such joinder shall be at no cost or expense to Landlord; and (ii) any plans required to be filed in connection with any such application which require the approval of Landlord as hereinabove provided shall have been so approved by Landlord;

(c) Such Work shall not, and, if an Architect has been engaged for such Work, the Architect shall certify to Landlord that such construction shall not, impair the structural strength of any component of any Facility or overburden the electrical, water, plumbing, HVAC or other building systems of any such component or otherwise violate applicable building codes or prudent industry practices.

(d) If an Architect has been engaged for such Work and if plans and specifications have been obtained in connection with such Work, the Architect shall certify to Landlord that the plans and specifications conform to, and comply with, in all material respects all applicable building, subdivision and zoning codes, laws, ordinances and regulations imposed by all governmental authorities having jurisdiction over the Leased Property.

(e) During and following completion of such Work, the parking and other amenities which are located on or at the Leased Property shall remain adequate for the operation of the applicable Facility for its Primary Intended Use and not be less than that which is required by law (including any variances with respect thereto) and any applicable Property Documents; provided, however, with Landlord's prior consent, which approval shall not be unreasonably withheld, conditioned or delayed, and at no additional expense to Landlord, (i) to the extent sufficient additional parking is not already a part of an Alteration or Capital Improvement, Tenant may construct additional parking on or at the Leased Property; or (ii) Tenant may acquire off-site parking to serve the Leased Property as long as such parking shall be reasonably proximate to, and dedicated to, or otherwise made available to serve, the Leased Property;

(f) All Work done in connection with such construction shall be done promptly and using materials and resulting in work that is at least as good product and condition as the remaining areas of the Leased Property and in conformity with all Legal Requirements, including, without limitation, any applicable minority or women owned business requirement; and

(g) If applicable in accordance with customary and prudent industry standards, promptly following the completion of such Work, Tenant shall deliver to Landlord "as built" plans and specifications with respect thereto, certified as accurate by the licensed architect or engineer selected by Tenant to supervise such work, and copies of any new or revised certificates of occupancy or other licenses, permits and authorizations required in connection therewith. In addition, with respect to any Alteration or Capital Improvement having a budgeted cost equal to or less than Five Million and No/100 Dollars (\$5,000,000.00), Tenant shall endeavor in good faith to (and upon Landlord's request will) deliver to Landlord any "as-built" plans and specifications actually obtained by Tenant in connection with such Alteration or Capital Improvement.

#### **10.4 Landlord's Right of First Offer to Fund Material Capital Improvements.**

(a) Landlord's Right to Submit Landlord's MCI Financing Proposal. In advance of commencing any Work in connection with any Material Capital Improvement (provided, for purposes of clarification, that preliminary planning, designing, budgeting, evaluating (including environmental and integrity testing and the like) (collectively, "Preliminary Studies"), permitting and demolishing in preparation for such Material Capital Improvement shall not be considered "commencing" for purposes hereof), Tenant shall provide written notice ("Tenant's MCI Intent Notice") of Tenant's intent to do so, which notice shall be accompanied by (i) a reasonably detailed description of the proposed Material Capital Improvement, (ii) the then-projected cost of construction of the proposed Material Capital Improvement, (iii) copies of the plans and specifications, permits, licenses, contracts and Preliminary Studies concerning the proposed Material Capital Improvement, to the extent then-available, (iv) reasonable evidence that such proposed Material Capital Improvement will, upon completion, comply with all applicable Legal Requirements, and (v) reasonably detailed information regarding the terms upon which Tenant is considering seeking financing therefor, if any. To the extent in Tenant's possession or control, Tenant shall provide to Landlord any additional information about such proposed Material Capital Improvements which Landlord may reasonably request. Landlord (or, with respect to financing structured as a loan rather than as ownership of the real property by



Landlord with a lease back to Tenant, Landlord's Affiliate) may, but shall be under no obligation to, provide all or any portion of the financing necessary to fund the applicable Material Capital Improvement (along with related fees and expenses, such as title fees, costs of permits, legal fees and other similar transaction costs) by complying with the option exercise requirements set forth below. Within thirty (30) days of receipt of Tenant's MCI Intent Notice, Landlord shall notify Tenant in writing as to whether Landlord (or, if applicable, its Affiliate) is willing to provide financing for such proposed Material Capital Improvement and, if so, the terms and conditions upon which Landlord (or, if applicable, its Affiliate) is willing to do so in reasonable detail, in the form of a proposed term sheet (such terms and conditions, "Landlord's MCI Financing Proposal"). Upon receipt, Tenant shall have ten (10) days to accept, reject or commence negotiating Landlord's MCI Financing Proposal.

(b) If Tenant Accepts Landlord's MCI Financing Proposal. If Tenant accepts Landlord's MCI Financing Proposal (either initially or, after negotiation, a modified version thereof) (an "Accepted MCI Financing Proposal") and such financing is actually consummated between Tenant and Landlord (or, if applicable, its Affiliate) as more particularly provided in Section 10.4(f) below (a "Landlord MCI Financing"), then, as and when constructed, such Material Capital Improvement shall be deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b) hereof (and, without limitation, such Material Capital Improvements shall be surrendered to (and all rights therein shall be relinquished in favor of) Landlord upon the Expiration Date).

(c) If Landlord Declines to Make Landlord's MCI Financing Proposal. If Landlord declines or fails to timely submit Landlord's MCI Financing Proposal, Tenant shall be permitted to either (1) use then-existing available financing or, subject to Article XVII, enter into financing arrangements with any lender, preferred equity holder and/or other third-party financing source (a "Third-Party MCI Financing") for such Material Capital Improvement or (2) use Cash to pay for such Material Capital Improvement, *provided*, that if Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following delivery of Tenant's MCI Intent Notice, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement, Tenant shall again be required to send Tenant's MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4).

(d) If Tenant Declines Landlord's MCI Financing Proposal. If Landlord timely submits Landlord's MCI Financing Proposal and Tenant rejects or fails to accept or commence negotiating Landlord's MCI Financing Proposal within the applicable 10-day period (or, following commencing negotiating said proposal, Tenant notifies Landlord of Tenant's decision to cease such discussions), then, subject to the remaining terms of this paragraph, Tenant shall be permitted to either (1) use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement (subject to the following proviso) or (2) use Cash to pay for such Material Capital Improvement, *provided*, that Tenant may not use then-existing, or enter into a new, Third-Party MCI Financing, except in each case on terms that are, taken as a whole, economically more advantageous to Tenant than those offered under Landlord's MCI Financing Proposal. In determining if financing is economically more advantageous, consideration may be given to, among other items, (x) pricing,

amortization, length of term and duration of commitment period of such financing; (y) the cost, availability and terms of any financing sufficient to fund such Material Capital Improvement and other expenditures which are material in relation to the cost of such Material Capital Improvement (if any) which are intended to be funded in connection with the construction of such Material Capital Improvement and which are related to the use and operation of such Material Capital Improvement and (z) other customary considerations. Tenant shall provide Landlord with reasonable evidence of the terms of any such financing. If Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following receipt of Landlord's MCI Financing Proposal, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement after such nine (9) month period, Tenant shall again be required to send Tenant's MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4). For purposes of clarification, Tenant may use Cash to finance any applicable Material Capital Improvement (subject to the express terms and conditions hereof, including, without limitation, Tenant's obligation to provide Tenant's MCI Intent Notice).

(e) Ownership of Material Capital Improvements Not Financed by Landlord. If Tenant constructs a Material Capital Improvement utilizing Third-Party MCI Financing or Cash in accordance with Sections 10.4(c) or (d), (such Material Capital Improvement being sometimes referred to in this Lease as a "Tenant Material Capital Improvement"), then, (A) as and when constructed, such Material Capital Improvement shall be deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b) hereof, (B) upon any termination of this Lease prior to the Stated Expiration Date as a result of a Tenant Event of Default (except in the event a Permitted Leasehold Mortgagee has exercised its right to obtain a New Lease and complies in all respects with Section 17.1(f) and any other applicable provisions of this Lease), such Material Capital Improvements shall be owned by Landlord without any reimbursement by Landlord to Tenant, and, (C) upon the Stated Expiration Date, such Material Capital Improvements shall be transferred to Tenant; provided, however, upon written notice to Tenant at least one hundred eighty (180) days prior to the Stated Expiration Date, Landlord shall have the option to reimburse Tenant for such Tenant Material Capital Improvements in an amount equal to the Fair Market Ownership Value thereof, and, if Landlord elects to reimburse Tenant for such Tenant Material Capital Improvements, any amount due to Tenant for such reimbursement shall be credited against any amounts owed by Tenant to Landlord under this Lease as of the Stated Expiration Date and any remaining portion of such amount shall be paid by Landlord to Tenant on the Stated Expiration Date. If Landlord fails to deliver such written notice electing to reimburse Tenant for such Tenant Material Capital Improvements at least one hundred eighty (180) days prior to the Stated Expiration Date, or otherwise does not consummate such reimbursement at least sixty (60) days prior to the Stated Expiration Date (other than as a result of Tenant's acts or omissions in violation of this Lease), then Landlord shall be deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements. If Landlord elects or is deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements in accordance with the foregoing sentence, Tenant shall have the option to either (1) prior to the Stated Expiration Date, remove such Tenant Material Capital Improvements and restore the affected Leased Property to the same or better condition existing prior to such Tenant Material Capital Improvement being constructed, at Tenant's sole cost and expense, in which event such Tenant Material Capital Improvements shall be owned by Tenant,

or (2) leave the applicable Tenant Material Capital Improvements at the Leased Property at the Stated Expiration Date, at no cost to Landlord, in which event such Tenant Material Capital Improvements shall be owned by Landlord.

(f) Landlord MCI Financing. In the event of an Accepted MCI Financing Proposal, Tenant shall provide Landlord with the following prior to any advance of funds under such Landlord MCI Financing:

(i) any information, certificates, licenses, permits or documents reasonably requested by Landlord which are necessary and obtainable to confirm that Tenant will be able to use the Material Capital Improvements upon completion thereof in accordance with the Primary Intended Use, including all required federal, state or local government licenses and approvals;

(ii) an officer's certificate and, if requested, a certificate from Tenant's Architect providing appropriate backup information, setting forth in reasonable detail the projected or actual costs related to such Material Capital Improvements;

(iii) except to the extent covered by the amendment referenced in clause (iv) below, a construction loan and/or funding agreement (and such other related instruments and agreements), in a form reasonably agreed to by Landlord and Tenant, reflecting the terms of the Landlord MCI Financing, setting forth the terms of the Accepted MCI Financing Proposal, and without additional requirements on Tenant (including, without limitation, additional bonding or guaranty requirements) except those which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal;

(iv) except to the extent covered by the construction loan and/or funding agreement referenced in clause (iii) above, an amendment to this Lease, in a form reasonably agreed to by Landlord and Tenant, which may include, among other things, an increase in the Rent (in amounts as agreed upon by the Parties pursuant to the Accepted MCI Financing Proposal), and other provisions as may be necessary or appropriate;

(v) a deed conveying title to Landlord to any additional Land acquired for the purpose of constructing the Material Capital Improvement, free and clear of any liens or encumbrances except those approved by Landlord, and accompanied by (x) an owner's policy of title insurance insuring the Fair Market Ownership Value of fee simple or leasehold (as applicable) title to such Land and any improvements thereon, free of any exceptions other than liens and encumbrances that do not materially interfere with the intended use of the Leased Property or are otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (y) an ALTA survey thereof;

(vi) if Landlord obtains a lender's policy of title insurance in connection with such Landlord MCI Financing, for each advance, endorsements to any such policy of title insurance reasonably satisfactory in form and substance to Landlord (i) updating the same without any additional exception except those that do not materially

affect the value of such land and do not interfere with the intended use of the Leased Property, or as may otherwise be permitted under this Lease, or as may be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) increasing the coverage thereof by an amount equal to the then-advanced cost of the Material Capital Improvement; and

(vii) such other billing statements, invoices, certificates, endorsements, opinions, site assessments, surveys, resolutions, ratifications, lien releases and waivers and other instruments and information which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal.

In the event that (1) Tenant is unable, for reasons beyond Tenant's reasonable control, to satisfy any of the requirements set forth in this Section 10.4(f) (and Landlord is unable or unwilling to waive the same), (2) Landlord and Tenant are unable (despite good faith efforts continuing for at least sixty (60) days after agreement on the Accepted MCI Financing Proposal) to agree on any of the requirements of, or the form of any document required under, this Section 10.4(f), or (3) Landlord fails or refuses to consummate the Landlord MCI Financing and/or advance funds thereunder, then, notwithstanding anything to the contrary in this Section 10.4, Tenant shall be entitled to use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement or use Cash to pay for such Material Capital Improvement, without any requirement to send a further Tenant's MCI Intent Notice to Landlord, provided, that such Material Capital Improvement shall be treated hereunder as a Tenant Material Capital Improvement, unless the circumstances described in clause (1) shall have occurred.

#### **10.5 Minimum Capital Expenditures.**

##### **(a) Minimum Capital Expenditures.**

(i) Annual Minimum Cap Ex Requirement. During each full Fiscal Year during the Term, commencing upon the first (1st) full Fiscal Year during the Term, measured as of the last day of each such Fiscal Year, on a collective basis for CEOC and its subsidiaries, Tenant and Other Tenants shall expend Capital Expenditures and Other Capital Expenditures in an aggregate amount equal to no less than the Annual Minimum Cap Ex Amount (the "Annual Minimum Cap Ex Requirement").

(ii) Annual Minimum Per-Lease B&I Cap Ex Requirement. During each full Fiscal Year during the Term, commencing upon the first (1st) full Fiscal Year during the Term, measured as of the last day of each such Fiscal Year, Tenant shall expend Capital Expenditures with respect to the Leased Property in an aggregate that, when combined with the amount of Joliet Capital Expenditures expended with respect to the Joliet Leased Property, is equal to at least one percent (1%) of the sum of (a) the Net Revenue from the Facilities for the prior Fiscal Year plus (b) the Net Revenue (as defined in the Joliet Lease) from the Joliet Facility for the prior Fiscal Year, on Capital Expenditures and Joliet Capital Expenditures that, in each case, constitute installation or restoration and repair or other improvements of items with respect to (x) the Leased

Property under this Lease and (y) the Joliet Leased Property under the Joliet Lease (the “Annual Minimum Per-Lease B&I Cap Ex Requirement”). In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise), except for a cancellation or termination due to Landlord’s failure to extend the term thereof where Landlord was required to do so hereunder, prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, for purposes of calculating the amount of Net Revenue from the Facility for determining the Annual Minimum Per-Lease B&I Cap Ex Requirement, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease for the Lease Year immediately prior to such expiration, cancellation or termination of such Ground Lease thereafter shall continue to be included in the calculation of Net Revenue (except to the extent such Ground Lease is replaced by a replacement Ground Lease for all or substantially all of such portion of the Leased Property).

(iii) Triennial Minimum Cap Ex Requirement A. During each full Triennial Period during the Term, commencing upon the first (1st) full Triennial Period during the Term, measured as of the last day of each such Triennial Period, on a collective basis for CEOC and its subsidiaries, Tenant and Other Tenants shall expend Capital Expenditures and Other Capital Expenditures in an aggregate amount equal to no less than the Triennial Minimum Cap Ex Amount A (the “Triennial Minimum Cap Ex Requirement A”).

(iv) Triennial Minimum Cap Ex Requirement B. During each full Triennial Period during the Term, commencing upon the first (1st) full Triennial Period during the Term, measured as of the last day of each such Triennial Period, Tenant shall expend Capital Expenditures in an aggregate amount that, when combined with the amount of Joliet Capital Expenditures expended by the Other Tenant under the Joliet Lease, is equal to no less than the greater of (a) the amount which, when added to the amount of Other Capital Expenditures (other than Joliet Capital Expenditures) expended by Other Tenants (other than the Other Tenant under the Joliet Lease) toward the Triennial Minimum Cap Ex Requirement B (as defined in the Other Leases) during the same time period, equals the Triennial Minimum Cap Ex Amount B, but in no event more than the Triennial Allocated Minimum Cap Ex Amount B Ceiling, and (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (the “Triennial Minimum Cap Ex Requirement B”).

(v) Partial Periods. If the initial or final portion of the Term of this Lease is a partial calendar year (i.e., the Commencement Date of this Lease is other than January 1 or the Expiration Date is other than December 31, as applicable; any such partial calendar year, a “Stub Period”), then the Triennial Minimum Cap Ex Amount A and Triennial Minimum Cap Ex Amount B shall be adjusted as follows: (a) the initial (or final, as applicable) Triennial Period under this Lease shall be expanded so that it covers both the Stub Period and the first (1st) (or final, as applicable) full period of three calendar years during the Term, (b) the Triennial Minimum Cap Ex Amount A for such expanded initial (or final, as applicable) Triennial Period shall be equal to (x) Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00), plus (y) the product

of the Stub Period Multiplier (as defined below) multiplied by One Hundred Sixty-Five Million and No/100 Dollars (\$165,000,000.00) and (i) the Services Co Capital Expenditures allocated by Services Co to Tenant during such expanded initial (or final, as applicable) Triennial Period shall not exceed (x) Seventy-Five Million and No/100 Dollars (\$75,000,000.00) plus (y) the product of the Stub Period Multiplier multiplied by Twenty Five Million and No/100 Dollars (\$25,000,000.00), and (ii) the Capital Expenditures in respect of the London/Chester Properties during such expanded initial (or final, as applicable) Triennial Period shall not exceed (x) Thirty Million and No/100 Dollars (\$30,000,000.00) plus (y) the product of the Stub Period Multiplier multiplied by Ten Million and No/100 Dollars (\$10,000,000.00)), (c) the Triennial Minimum Cap Ex Amount B for such expanded initial (or final, as applicable) Triennial Cap Ex Calculation Period shall be equal to (x) Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), plus (y) the product of the Stub Period Multiplier multiplied by One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00), and (d) the Triennial Allocated Minimum Cap Ex Amount B Floor for such expanded initial (or final, as applicable) Triennial Period shall remain unchanged from the amounts then in effect. Notwithstanding the foregoing, in the event that (1) the Triennial Minimum Cap Ex Amount A is reduced in accordance with the definition thereof, then (A) the Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00) in the foregoing clause (b)(x) shall be modified to reflect the Triennial Minimum Cap Ex Amount A then in effect at the time of determination and (B) the One Hundred Sixty-Five Million and No/100 Dollars (\$165,000,000.00) in the foregoing clause (b)(y) shall be modified to reflect the Triennial Minimum Cap Ex Amount A then in effect divided by three (3), and (2) the Triennial Minimum Cap Ex Amount B is reduced in accordance with the definition thereof, then (A) the Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) in the foregoing clause (c)(x) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect at the time of determination and (B) the One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00) in the foregoing clause (c)(y) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect divided by three (3). The term "Stub Period Multiplier" means a fraction, expressed as a percentage, the numerator of which is the number of days occurring in a Stub Period, and the denominator of which is 365. For the avoidance of doubt, if the Expiration Date of this Lease is other than the last day of a Fiscal Year, then Tenant's compliance with each of the Minimum Cap Ex Requirements during the applicable periods preceding such Expiration Date that would otherwise end after such Expiration Date shall be measured as of such Expiration Date and be subject to the prorations set forth above.

(vi) Acquisitions of Material Property. If any real property having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00) is acquired by Landlord or its Affiliate and included in this Lease or an Other Lease as part of the Leased Property or Other Leased Property (as applicable), then the Minimum Cap Ex Requirements shall be adjusted as may be agreed upon by Landlord and Tenant in connection with such acquisition and the inclusion of such property as Leased Property or Other Leased Property hereunder or thereunder.

(vii) Dispositions of Material Property. In the event of a partial termination of this Lease or termination of an Other Lease or the disposition of any Material Leased Property or Material London/Chester Property, in each case for which the Minimum Cap Ex Amounts are to be decreased in accordance herewith, and such termination or disposition occurs on any day other than the first (1st) day of a Fiscal Year, then, for purposes of determining Required Capital Expenditures and adjusting the Minimum Cap Ex Requirements, as applicable, such termination or disposition and the associated reduction in the Minimum Cap Ex Requirements each shall be deemed to have occurred on the first (1st) day of the then-current Fiscal Year, such that Capital Expenditures with respect to the applicable terminated or disposed property shall not be counted toward the calculation of Required Capital Expenditures for such entire Fiscal Year, and the Minimum Cap Ex Requirements shall be adjusted (as applicable) to reflect such termination or disposition as applicable and the associated reduction in the Minimum Cap Ex Requirements for such entire Fiscal Year.

(viii) Application of Capital Expenditures. For the avoidance of doubt: (A) Required Capital Expenditures counted toward satisfying one of the Minimum Cap Ex Requirements also shall count (to the extent applicable) toward satisfying the other Minimum Cap Ex Requirements to the extent otherwise provided herein; (B) expenditures with respect to any property that is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests; (C) expenditures with respect to any property acquired by CEOC or its subsidiaries after the Commencement Date which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests or the All Property Tests, and (D) expenditures with respect to any property (other than the London/Chester Properties) which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" or count towards the Minimum Cap Ex Requirements for purposes of the All Property Tests.

(ix) Unavoidable Delays. In the event an Unavoidable Delay occurs during any full Fiscal Year or full Triennial Period during the Term that delays Tenant's ability to perform Capital Expenditures prior to the expiration of such period, the applicable period for satisfying the Minimum Cap Ex Requirements applicable to such Fiscal Year or Triennial Period (as applicable) during which such Unavoidable Delay occurred shall be extended, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform the Capital Expenditures, up to a maximum extension in each instance of one (1) Fiscal Year (for the Annual Minimum Cap Ex Requirement and the Annual Minimum Per-Lease B&I Cap Ex Requirement) or one (1) Triennial Period (for the Triennial Minimum Cap Ex Requirement A and the Triennial Minimum Cap Ex Requirement B). For the avoidance of doubt, Tenant's obligation to satisfy the Minimum Cap Ex Requirements during any period during which an Unavoidable Delay did not occur shall not be extended as a result of the occurrence of an Unavoidable Delay during a prior period.

(x) Certain Remedies. The Parties acknowledge that Tenant's agreement to satisfy the Minimum Cap Ex Requirements as required in this Lease is a material inducement to Landlord's agreement to enter into this Lease, the MLSA and the other Lease/MLSA Related Agreements and, accordingly, if Tenant fails to expend Capital Expenditures (or deposit funds into the Cap Ex Reserve) as and when required by this Lease and then, further, fails to cure such failure within sixty (60) days of receipt of written notice of such failure from Landlord, then the same shall be a Tenant Event of Default hereunder, and without limitation of any of Landlord's other rights and remedies, Landlord shall have the right to seek the remedy of specific performance to require Tenant to expend the Required Capital Expenditures (or deposit funds into the Cap Ex Reserve). Furthermore, for the avoidance of doubt, and without limitation of Guarantor's obligations under the MLSA (and as more particularly provided therein), Tenant acknowledges and agrees that the obligation of Tenant to expend the Required Capital Expenditures (or deposit funds into the Cap Ex Reserve) as provided in this Lease in each case constitutes a part of the monetary obligations of Tenant that are guaranteed by the Guarantor under the MLSA and, with respect to Required Capital Expenditures required to be spent during the Term, shall survive termination of this Lease.

(b) Cap Ex Reserve.

(i) Deposits in Lieu of Expenditures. Notwithstanding anything to the contrary set forth in this Lease, if Tenant and Other Tenants do not expend Capital Expenditures and Other Capital Expenditures sufficient to satisfy the Minimum Cap Ex Requirements, then, so long as, as of the last date when such Minimum Cap Ex Requirements may be satisfied hereunder, there are Cap Ex Reserve Funds (as defined below) and Cap Ex Reserve Funds (as defined in each Other Lease) on deposit in the Cap Ex Reserve (as defined below) or in the Cap Ex Reserve (as defined in each Other Lease) in an aggregate amount at least equal to such deficiency, then Tenant shall not be deemed to be in breach or default of its obligations hereunder to satisfy the Minimum Cap Ex Requirements, provided that Tenant (or Other Tenants, as applicable), shall spend such amounts so deposited in the Cap Ex Reserve (as defined herein or in an Other Lease, as applicable) within six (6) months after the last date when the Minimum Cap Ex Requirements to which such amounts relate may be satisfied hereunder (subject to extension in the event of an Unavoidable Delay during such six (6) month period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform the Capital Expenditures). For the avoidance of doubt, any funds disbursed from the Cap Ex Reserve and spent on Capital Expenditures as described in this Section shall be applied to the Minimum Cap Ex Requirements for the period for which such funds were deposited (and shall be deemed to be the funds that have been in the Cap Ex Reserve for the longest period of time) and shall not be applied to the Minimum Cap Ex Requirements for the subsequent period in which they are actually spent.

(ii) Deposits into Cap Ex Reserve. Tenant may, at its election, at any time, deposit funds (the "Cap Ex Reserve Funds") into an Eligible Account held by Tenant (the "Cap Ex Reserve"). If required by Fee Mortgagee, Landlord and Tenant shall (and, if applicable, Tenant shall cause Manager to) enter into a customary and



reasonable control agreement for the benefit of Fee Mortgagee and Landlord with respect to the Cap Ex Reserve. Tenant shall not commingle Cap Ex Reserve Funds with other monies held by Tenant or any other party. All interest on Cap Ex Reserve Funds shall be for the benefit of Tenant and added to and become a part of the Cap Ex Reserve and shall be disbursed in the same manner as other monies deposited in the Cap Ex Reserve. Tenant shall be responsible for payment of any federal, state or local income or other tax applicable to the interest earned on the Cap Ex Reserve Funds credited or paid to Tenant.

(iii) Disbursements from Cap Ex Reserve. Tenant shall be entitled to use Cap Ex Reserve Funds solely for the purpose of paying for (or reimbursing Tenant for) the cost of Capital Expenditures. Subject to compliance by Tenant with the provisions of the Fee Mortgage Documents to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, Landlord shall permit disbursements to Tenant of Cap Ex Reserve Funds from the Cap Ex Reserve to pay for Capital Expenditures or to reimburse Tenant for Capital Expenditures, within ten (10) days following written request from Tenant, which request shall specify the amount of the requested disbursement and a general description of the type of Capital Expenditures to be paid or reimbursed using such Cap Ex Reserve Funds. Tenant shall not make a request for disbursement from the Cap Ex Reserve (x) more frequently than once in any calendar month nor (y) in amounts less than Fifty Thousand and No/100 Dollars (\$50,000.00). Any Cap Ex Reserve Funds remaining in the Cap Ex Reserve on satisfaction of the Minimum Cap Ex Requirements for which such Cap Ex Reserve Funds were deposited or on the Expiration Date shall be returned by Landlord to Tenant, provided that Landlord shall have the right to apply Cap Ex Reserve Funds remaining on the Expiration Date against any amounts owed by Tenant to Landlord as of the Expiration Date and/or the sum of any remaining Required Capital Expenditures required to have been incurred prior to the Expiration Date.

(iv) Security Interest in Cap Ex Reserve Funds. Tenant grants to Landlord a first-priority security interest in the Cap Ex Reserve and all Cap Ex Reserve Funds, as additional security for performance of Tenant's obligations under this Lease. Landlord shall have the right to collaterally assign the security interest granted to Landlord in the Cap Ex Reserve and Cap Ex Reserve Funds to any Fee Mortgagee. Notwithstanding the foregoing or anything herein to the contrary, (i) Landlord may not foreclose upon the lien on the Cap Ex Reserve and Cap Ex Reserve Funds, and Fee Mortgagee may not apply the Cap Ex Reserve Funds against the Fee Mortgage, in each case prior to the occurrence of both (x) Landlord's Enforcement Condition and (y) the termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, (ii) any time during which a Tenant Event of Default is continuing, Fee Mortgagee may apply Cap Ex Reserve Funds toward the payment of Capital Expenditures incurred by Tenant and (iii) Landlord shall have the right to use Cap Ex Reserve Funds as provided in Section 10.5(e) (in which event, such expenditures of Cap Ex Reserve Funds shall be deemed Capital Expenditures of Tenant for purposes of the Required Capital Expenditures). Landlord acknowledges that a Permitted Leasehold Mortgagee may have a Lien on the Cap Ex Reserve, provided that such Lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first priority lien thereon in favor of Landlord as set forth in the Intercreditor Agreement.

(c) Capital Expenditures Report. Within thirty (30) days after the end of each calendar month during the Term, Tenant shall submit to Landlord a report, substantially in the form attached hereto as Exhibit C setting forth, with respect to such month, on an unaudited, Facility-by-Facility basis, (A) revenues for the Leased Property and the Other Leased Property, (B) Capital Expenditures with respect to the Leased Property, (C) Other Capital Expenditures with respect to the Other Leased Property, and (D) aggregate Services Co Capital Expenditures on a year-to-date basis and the portion thereof allocated to Tenant and its subsidiaries (and a description of the methodology by which such allocation was made). Landlord shall keep each such report confidential in accordance with Section 41.22 of this Lease.

(d) Annual Capital Budget. Tenant shall furnish to Landlord, for informational purposes only, a copy of the annual capital budget for each Facility for each Fiscal Year, in each case (x) contemporaneously with Other Tenant's delivery to the applicable landlord of the applicable annual capital budget for such Fiscal Year pursuant to the Other Lease, and (y) not later than fifty-five (55) days following the commencement of the Fiscal Year to which such annual capital budget relates. For the avoidance of doubt, without limitation of Tenant's Capital Expenditure requirements pursuant to Section 10.5(a), Tenant shall not be required to comply with such annual capital budget and it shall not be a breach or default by Tenant hereunder in the event Tenant deviates from such annual capital budget.

(e) Self Help. In order to facilitate Landlord's completion of any work, repairs or restoration of any nature that are required to be performed by Tenant in accordance with any provisions hereof, upon the occurrence of the earlier of (i) an Event of Default by Tenant hereunder, and (ii) any default by Tenant in the performance of such work under this Lease or as required by any applicable Additional Fee Mortgage Requirement, then, so long as (x) Landlord has provided Tenant thirty (30) days' prior written notice thereof and Tenant has not cured such default within such thirty day period) and (y) an "Event of Default" has occurred under the Fee Mortgage Documents, Landlord shall have the right, from and after the occurrence of a default beyond applicable notice and cure periods under any applicable Fee Mortgage Documents, to enter onto the Leased Property and perform any and all such work and labor necessary as reasonably determined by Landlord to complete any work required by Tenant hereunder or expend any sums therefor and/or employ watchmen to protect the Leased Property from damage (collectively, the "Landlord Work"). In connection with the foregoing, Landlord shall have the right: (i) to use any funds in the Cap Ex Reserve for the purpose of making or completing such Landlord Work; (ii) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for such purposes; (iii) to pay, settle or compromise all existing bills and claims which are or may become Liens against the Leased Property, or as may be necessary or desirable for the completion of such Landlord Work, or for clearance of title; (iv) to execute all applications and certificates in the name of Tenant which may be required by any of the contract documents; (v) to prosecute and defend all actions or proceedings in connection with the Leased Property or the rehabilitation and repair of the Leased Property; and (vi) to do any and every act which Tenant might do in its own behalf to complete the Landlord Work. Nothing in this Lease shall: (1) make Landlord responsible for making or completing any Landlord Work; (2) require Landlord to expend funds in addition to the Cap Ex Reserve to make or complete any Landlord Work; (3) obligate Landlord to proceed with any Landlord Work; or (4) obligate Landlord to demand from Tenant additional sums to make or complete any Landlord Work.

## ARTICLE XI

### LIENS

Subject to the provisions of Article XII relating to permitted contests, Tenant will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any portion thereof or any attachment, levy, claim or encumbrance in respect of the Rent, excluding, however, (i) this Lease; (ii) the matters that existed as of the Commencement Date with respect to the Leased Property or any portion thereof; (iii) restrictions, liens and other encumbrances which are consented to in writing by Landlord (such consent not to be unreasonably withheld, conditioned or delayed); (iv) liens for Impositions which Tenant is not required to pay hereunder (if any); (v) Subleases permitted by Article XXII and any other lien or encumbrance expressly permitted under the provisions of this Lease; (vi) liens for Impositions not yet delinquent or being contested in accordance with Article XII, provided that Tenant has provided appropriate reserves to the extent required under GAAP and any foreclosure or similar remedies with respect to such Impositions have not been instituted and no notice as to the institution or commencement thereof has been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (vii) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed under any related contract for more than sixty (60) days after the completion of the action giving rise to such lien unless being contested in accordance with Article XII and such reserve or other appropriate provisions as shall be required by law or GAAP shall have been made therefor and no foreclosure or similar remedies with respect to such liens has been instituted and no notice as to the institution or commencement thereof have been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (2) any such liens are in the process of being contested as permitted by Article XII; or (3) in the event any foreclosure action is commenced under any such lien, Tenant shall immediately remove, discharge or bond over such lien; (viii) any liens created by Landlord; (ix) liens related to equipment leases or equipment financing for Tenant's Property which are used or useful in Tenant's business on the Leased Property or any portion thereof, provided that the payment of any sums due under such equipment leases or equipment financing shall either (1) be paid as and when due in accordance with the terms thereof, or (2) be in the process of being contested as permitted by Article XII (and provided that a lienholder's removal of any such Tenant's Property from the Leased Property shall be subject to all applicable provisions of this Lease, and, without limitation, Tenant or such lienholder shall restore the Leased Property from any damage effected by such removal); (x) liens granted as security for the obligations of Tenant and its Affiliates under a Permitted Leasehold Mortgage (and the documents relating thereto); provided, however, in no event shall the foregoing be deemed or construed to permit Tenant to encumber the Leasehold Estate (or a Subtenant to encumber its subleasehold interest) in the Leased Property or any portion thereof (other than, in each case, to a Permitted Leasehold Mortgagee or otherwise to the extent expressly permitted hereunder), without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion; and provided further that upon request Tenant shall be required to provide Landlord with fully executed copies of any and all Permitted Leasehold Mortgages; and (xi) except as otherwise expressly provided in this Lease, easements, rights-of-way, restrictions (including zoning restrictions), covenants, encroachments,

protrusions and other similar charges or encumbrances, and minor title deficiencies on or with respect to the Leased Property or any portion thereof, in each case whether now or hereafter in existence, not individually or in the aggregate materially interfering with the conduct of the business on the Leased Property for the Primary Intended Use, taken as a whole. For the avoidance of doubt, nothing contained herein shall be deemed or construed to prohibit the issuance of a lien on the Equity Interests in Tenant (it being agreed that any foreclosure by a lien holder on such interests in Tenant shall be subject to the restrictions on transfers of interests in Tenant and Change of Control set forth in Article XXII) or to prohibit Tenant from pledging (A) its Tenant's Property as collateral (1) in connection with financings of equipment and other purchase money indebtedness or (2) to secure Permitted Leasehold Mortgages, or (B) its Accounts and other property of Tenant (other than Tenant's Property); provided that, (x) all such pledges (other than those described in the foregoing clause (1)) of Tenant's Pledged Property shall be subject and subordinate to the security interest granted to Landlord pursuant to Section 6.3, and (y) Tenant shall in no event pledge to any Person that is not granted a Permitted Leasehold Mortgage hereunder any of Tenant's Property to the extent that such Tenant's Property cannot be removed from the Leased Property without (I) damaging or impairing the Leased Property (other than in a de minimis manner), (II) impairing in any material respect the operation of the Facility for its Primary Intended Use, or (III) impairing in any material respect Landlord's or any Successor Tenant's ability to acquire the Successor Assets at the expiration or termination of the Term in accordance with Section 36.1 (after giving effect to the repayment of any indebtedness encumbering the Successor Assets and release of any liens thereon as required by such Section 36.1).

## ARTICLE XII

### PERMITTED CONTESTS

Tenant, upon prior written notice to Landlord (except that no such notice shall be required to be given by Tenant to Landlord with respect to matters not exceeding Five Million and No/100 Dollars (\$5,000,000.00)), on its own or in Landlord's name, at Tenant's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any licensure or certification decision (including pursuant to any Gaming Regulation), imposition of any disciplinary action, including both monetary and nonmonetary, pursuant to any Gaming Regulation, Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim; provided, that (i) in the case of an unpaid Imposition, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Landlord and from the Leased Property; (ii) neither the Leased Property or any portion thereof, the Rent therefrom nor any part or interest in either thereof would be in any danger of being sold, forfeited, attached or lost pending the outcome of such proceedings; (iii) in the case of a Legal Requirement, neither Landlord nor Tenant would be in any imminent danger of criminal or material civil liability for failure to comply therewith pending the outcome of such proceedings; (iv) in the case of a Legal Requirement, Imposition, lien, encumbrance or charge, Tenant shall deliver to Landlord security in the form of cash, cash equivalents or a Letter of Credit, if and as may be reasonably required by Landlord to insure ultimate payment of the same and to prevent any sale or forfeiture of the Leased Property or any portion thereof or the Rent by reason of such non-payment or noncompliance; (v) in the case of an Insurance

Requirement, the coverage required by Article XIII shall be maintained; (vi) upon Landlord's request, Tenant shall keep Landlord reasonably informed as to the status of the proceedings; and (vii) if such contest be finally resolved against Landlord or Tenant, Tenant shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Landlord, at Tenant's expense, shall execute and deliver to Tenant such authorizations and other documents as may reasonably be required in any such contest, and, if reasonably requested by Tenant or if Landlord so desires, Landlord shall join as a party therein. The provisions of this Article XII shall not be construed to permit Tenant to contest the payment of Rent or any other amount (other than Impositions or Additional Charges contested in accordance herewith) payable by Tenant to Landlord hereunder. Tenant shall indemnify, defend, protect and save Landlord harmless from and against any liability, cost or expense of any kind that may be imposed upon Landlord in connection with any such contest and any loss resulting therefrom, except to the extent resulting from actions independently taken by Landlord (other than actions taken by Landlord at Tenant's direction or with Tenant's consent).

## ARTICLE XIII

### INSURANCE

**13.1 General Insurance Requirements.** During the Term, Tenant shall, at its own cost and expense, maintain the minimum kinds and amounts of insurance described below. Such insurance shall apply to the ownership, maintenance, use and operations related to the Leased Property and all property located in or on the Leased Property (including Capital Improvements and Tenant's Property). Except for policies insured by Tenant's captive insurers, all policies shall be written with insurers authorized to do business in all states where Tenant operates and shall maintain A.M Best ratings of not less than "A-" "X" or better in the most recent version of Best's Key Rating Guide. In the event that any of the insurance companies' ratings fall below the requirements set forth above, Tenant shall have one hundred eighty (180) days within which to replace such insurance company with an insurance company that qualifies under the requirements set forth above. It is understood that Tenant may utilize so called Surplus lines companies and will adhere to the standard above.

#### (a) Property Insurance.

(i) Property insurance shall be maintained on the Leased Property (including barges and vessels used for gaming), Capital Improvements and Tenant's Property against loss or damage under a policy with coverage not less than that found on Insurance Services Office (ISO) "Causes of Loss – Special Form" and ISO "Building and Personal Property Form" or their equivalent forms (e.g., an "all risk" policy), in a manner consistent with the commercially reasonable practices of similarly situated companies engaged in the same or similar businesses operating in the same or similar locations. Such property insurance policy shall be in an amount not less than the greater of (a) Two Billion and No/100 Dollars (\$2,000,000,000.00) and (b) the full replacement cost of the Facility having the highest Fair Market Ownership Value at any given time; provided, that Tenant shall have the right (i) to limit maximum insurance coverage for loss or damage by earthquake (including earth movement) to a minimum amount of the

projected ground up loss with a 500-year return period (as determined annually by an independent firm using RMS catastrophe modeling software or equivalent, and taking into account all locations insured under this property insurance, including other locations owned, leased or managed by Tenant), and (ii) to limit maximum insurance coverage for loss or damage by named windstorms per occurrence to a minimum amount of the projected ground up loss (including storm surge) with a 500-year return period (as determined annually by an independent firm using RMS catastrophe software or equivalent, and taking into account all locations insured under this property insurance, including other locations owned, leased or managed by Tenant); (iii) to limit maximum insurance coverage for loss or damage by flood to a minimum amount of Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), to the extent commercially available; provided, further, that in the event the premium cost of any earthquake, flood, named windstorm or terrorism peril (as required by Section 13.1(b)) coverages are available only for a premium that is more than two and one-half (2.5) times the premium paid by Tenant for the third (3rd) year preceding the date of determination for the insurance policy contemplated by this Section 13.1(a), then Tenant shall be entitled and required to purchase the maximum amount of insurance coverage it reasonably deems most efficient and prudent to purchase for such peril and Tenant shall not be required to spend additional funds to purchase additional coverages insuring against such risks; and provided, further, that certain property coverages other than earthquake, flood and named windstorm may be sub-limited as long as each sub-limit is commercially reasonable and prudent as determined by Tenant and to the extent that the amount of such sub-limit is less than the amount of such sub-limit in effect as of the Commencement Date, such sub-limit is approved by Landlord, such approval not to be unreasonably withheld.

(ii) Such property insurance policy shall include, subject to Section 13.1(a)(i) above: (i) agreed amount coverage and/or a waiver of any co-insurance; (ii) building ordinance coverage (ordinance or law) including loss of the undamaged portions, the cost of demolishing undamaged portions, and the increased cost of rebuilding; and also including, but not limited to, any non-conforming structures or uses; (iii) equipment breakdown coverage (boiler and machinery coverage); (iv) debris removal; and (v) business interruption coverage in an amount not less than two (2) years of Rent and containing an Extended Period of Indemnity endorsement for an additional minimum six months period. Subject to Section 13.1(a)(i), the property policy shall cover: wind/windstorm, earthquake/earth movement and flood and any sub-limits applicable to wind (e.g. named storms), earthquake and flood are subject to the approval of Landlord and Fee Mortgagee. Such policy shall (i) name Landlord as an additional insured and "loss payee" for its interests in the Leased Property and Rent; (ii) name each Fee Mortgagee and Permitted Leasehold Mortgagee as an additional insured, and (iii) include a New York standard mortgagee clause in favor of each Fee Mortgagee and Permitted Leasehold Mortgagee. Except as otherwise set forth herein, any property insurance loss adjustment settlement associated with the Leased Property shall require the written consent of Landlord, Tenant, and each Fee Mortgagee (to the extent required under the applicable Fee Mortgage Documents) unless the amount of the loss net of the applicable deductible is less than One Hundred Million and No/100 Dollars (\$100,000,000.00) in which event no consent shall be required.

(b) Property Terrorism Insurance. Property Insurance shall be maintained for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and acts of terrorism and sabotage not certified by TRIPRA, with limits no less than One Billion Five Hundred Million and No/100 Dollars (\$1,500,000,000.00) per occurrence for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and Two Hundred Twenty-Five Million and No/100 Dollars (\$225,000,000.00) for acts of terrorism and sabotage not certified by TRIPRA. Both coverages shall apply to property damage and business interruption. The provisions relating to loss payees, additional insureds and mortgagee clauses set forth in Section 13.1(a) above shall also apply to the coverages required by this Section 13.1(b). If Tenant uses one or more of its captive insurers to provide this insurance coverage, the captive(s) must secure and maintain reinsurance from one or more reinsurers for those amounts which are not insured by the Federal Government, and which are in excess of a commercially reasonable policy deductible. Such reinsurers are subject to the same minimum financial ratings set forth in Section 13.1. In the event TRIPRA is not extended or renewed, Landlord and Tenant shall mutually agree (in accordance with the procedures set forth in Section 13.6) upon replacement insurance requirements applicable to terrorism related risks.

(c) Flood Insurance. With respect to any portion of the Leased Property that is security under a Fee Mortgage, if at any time the area in which such Leased Property is located is designated a "Special Flood Hazard Area" as designated by the Federal Emergency Management Agency (or any successor agency), Tenant shall obtain separate flood insurance through the National Flood Insurance Program. Such flood insurance may be provided as part of Section 13.1(a) Property Insurance above.

(d) Workers Compensation and Employers Liability Insurance. Workers compensation insurance as required by applicable state statutes and Employers Liability. This insurance shall include endorsements applicable to (i) Longshore and Harbor Workers Compensation Act; and (ii) Maritime Coverage (including transportation, wages, maintenance and cure, if not otherwise covered by Section 13.1(g) Marine Liability Insurance).

(e) Commercial General Liability Insurance. For bodily injury, personal injury, advertising injury and property damage on an occurrence form with coverage no less than ISO Form CG 0001 or equivalent. This policy shall include the following coverages: (i) Liquor Liability; (ii) Named Peril/Time Element Pollution, to the extent commercially available to operators of properties similar to the subject Leased Property; (iii) Watercraft Liability, to the extent commercially available to operators of properties similar to the subject Leased Property; (iv) Terrorism Liability; and (v) a Separation of Insureds Clause.

(f) Business Auto Liability Insurance. For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles (ISO Form CA 00 01 or equivalent).

(g) Marine Liability Insurance. For bodily injury and property damage (Protection and Indemnity) on an occurrence form. If not covered by the other insurance policies required by this Article XIII, this policy shall include the following coverages: (i) Liquor Liability; (ii) Pollution Liability; and (iii) injuries to captains and crew. To the extent commercially available at a reasonable price, this policy shall contain a Separation of Insureds clause. This coverage may be met through the combination of primary marine liability and excess liability coverage

(h) **Excess Liability Insurance.** Excess Liability coverage shall be maintained over the required Employers Liability, Commercial General Liability, Business Auto Liability and Marine Liability policies in an amount not less than Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) per occurrence and in the aggregate annually (where applicable). The annual aggregate limit applicable to Commercial General Liability shall apply per location. Tenant will use commercially reasonable efforts to obtain coverage as broad as the underlying insurance, including Terrorism Liability coverage, so long as such coverage is available at a commercially reasonable price.

(i) **Pollution Liability Insurance.** For claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks. If this policy is provided on a "claims made" basis (i) the retroactive date shall remain as June 26, 1998 for legal liability; and (ii) coverage shall be maintained for two (2) years after the Term.

**13.2 Name of Insureds.** Except for the insurance required pursuant to Section 13.1(d), all insurance provided by Tenant as required by this Article XIII shall include Landlord (including specified Landlord related entities as directed by Landlord) as a loss payee (solely with respect to the insurance required pursuant to Section 13.1(a), Section 13.1(b) and Section 13.1(c)), named insured or additional insured without restrictions beyond the restrictions that apply to Tenant and may include any Permitted Leasehold Mortgagee as an additional insured; provided, however, the insurance required pursuant to Section 13.1(i) and Section 13.1(g) shall be permitted to include Landlord (including specified Landlord related entities as directed by Landlord) as an additional insured without the requirement that such policy expressly include language that such coverage is without restrictions beyond the restrictions that apply to Tenant. The coverage provided to the additional insureds by Tenant's insurance policies must be at least as broad as that provided to the first named insured on each respective policy. For avoidance of doubt, Landlord looks exclusively to Tenant's insurance policies to protect itself from claims arising from the Leased Property and Capital Improvements. The required insurance policies shall protect Landlord against Landlord's acts with respect to the Leased Property in the same manner that they protect Tenant against its acts with respect to the Leased Property. Except for the insurance required pursuant to Section 13.1(d) with respect to Workers Compensation and Employers Liability, the required insurance policies shall be endorsed to include others as additional insureds as required by Landlord and/or the Fee Mortgage Documents and/or Permitted Leasehold Mortgagee. The insurance protection afforded to all insureds (whether named insureds or additional insureds) shall be primary and shall not contribute with any insurance or self-insurance programs maintained by such insureds (including deductibles and self-insured retentions).

**13.3 Deductibles or Self-Insured Retentions.** Tenant may self-insure such risks that are customarily self-insured by companies of established reputation engaged in the same general line of business in the same general area. All increases in deductibles and self-insured retentions



(collectively referred to as “Deductibles” in this Article XIII) that apply to the insurance policies required by this Article XIII are subject to approval by Landlord, with such approval not to be unreasonable withheld, conditioned or delayed. Tenant is solely responsible for all Deductibles related to its insurance policies. The Deductibles Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date.

**13.4 Waivers of Subrogation.** Landlord shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Article XIII and policies issued by Tenant’s captive insurers (including related Deductibles), it being understood that (i) Tenant shall look solely to its insurance for the recovery of such loss or damage; and (ii) such insurers shall have no rights of subrogation against Landlord. Each insurance policy shall contain a clause or endorsement which waives all rights of subrogation against Landlord, Fee Mortgagees and other entities or individuals as reasonably requested by Landlord.

**13.5 Limits of Liability and Blanket Policies.** The insured limits of liability maintained by Tenant shall be selected by Tenant in a manner consistent with the commercially reasonable practices of similarly situated tenants engaged in the same or similar businesses operating in the same or similar locations as the applicable Leased Property. The limits of liability Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date. The insurance required by this Article XIII may be effected by a policy or policies of blanket insurance and/or by a combination of primary and excess insurance policies (all of which may insure additional properties owned, operated or managed by Tenant or its Affiliates), provided each policy shall be satisfactory to Landlord, acting reasonably, including, the form of the policy, provided such policies comply with the provisions of this Article XIII.

**13.6 Future Changes in Insurance Requirements.**

(a) In the event one or more additional locations become Leased Property or Capital Improvements during the Term, whether through acquisition, lease, new construction or other means, Landlord may reasonably amend the insurance requirements set forth in this Article XIII to properly address new risks or exposures to loss, in accordance with the procedures set forth in this Section 13.6(a). For example, for construction projects, different forms of insurance may be required, such as builders risk, and Landlord and Tenant shall mutually agree upon insurance requirements applicable to the construction contractors. Tenant and Landlord shall work together in good faith to exchange information (including proposed construction agreements) and ascertain appropriate insurance requirements prior to Tenant being required to amend its insurance under this Section 13.6(a); provided, however, that any revision to insurance shall only be required if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar locations as the applicable Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control.

(b) In the event that (1) the operations of Tenant change in the future, and Tenant believes adjustments in Deductibles, insured limits or coverages are warranted, (2) Tenant desires to increase one or more Deductibles, reduce limits of liability below those in

place as of the Commencement Date or materially reduce coverage, or (3) not more than once during any twelve (12) month period (or more frequently in connection with the requirements of a Fee Mortgage), Landlord reasonably determines that the insurance carried by Tenant is not, for any reason (whether by reason of the type, coverage, deductibles, insured limits, the reasonable requirements of Fee Mortgagees, or otherwise) commensurate with insurance customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar locations, the party seeking the change will advise the other party in writing of the requested insurance revision. Tenant and Landlord shall work together in good faith to determine whether the requested insurance revision shall be made; provided, however, that any revision to insurance shall only be made if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar locations as the applicable Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control. Solely with respect to the insurance required by Section 13.1(h) above, in no event shall the outcome of an insurance revision pursuant to this Section 13.6 require Tenant to carry insurance in an amount which exceeds the product of (i) the amounts set forth in Section 13.1(h) hereof and (ii) the CPI Increase.

**13.7 Notice of Cancellation or Non-Renewal.** Each required insurance policy shall contain an endorsement requiring thirty (30) days prior written notice to Landlord, Fee Mortgagees and Leasehold Mortgagees of any cancellation or non-renewal. Ten (10) days' prior written notice shall be required for cancellation for non-payment of premium. Tenant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to Landlord and others as directed by Landlord.

**13.8 Copies of Documents.** Tenant shall provide (i) binders evidencing renewal coverages no later than the applicable renewal date of each insurance policy required by this Article XIII; and (ii) copies of all insurance policies required by this Article XIII (including policies issued by Tenant's captive insurers which are in any way related to the required policies, including policies insuring Deductibles), within one hundred and twenty days (120) after inception date of each, and if additionally required, within ten (10) days of written request by Landlord. In addition, Tenant will supply documents that are related to the required insurance policies on January 1 of each calendar year during the Term and three (3) years afterwards, and as otherwise requested in writing by Landlord. Such documents shall be in formats reasonably acceptable to Landlord and include, but are not limited to, (i) statements of property value by location, (ii) risk modeling reports (e.g., named storms and earthquake), (iii) actuarial reports, (iv) loss/claims reports, (v) detailed summaries of Tenant's insurance policies and, as respects Tenant's captive insurers the most recent audited financial statements (including notes therein) and reinsurance agreements. Landlord shall hold the contents of the documents provided by Tenant as confidential; provided that Landlord shall be entitled to disclose the contents of such documents to its insurance consultants, attorneys, accountants and other agents in connection with the administration and/or enforcement of this Lease, and (ii) to any Fee Mortgagees, Permitted Leasehold Mortgagees and potential lenders and their respective representatives, and (iii) as may be required by applicable laws. Landlord shall utilize commercially reasonable efforts to cause each such person or entity to enter into a written agreement to maintain the confidentiality thereof for the benefit of Landlord and Tenant.

**13.9 Certificates of Insurance.** Certificates of insurance, evidencing the required insurance, shall be delivered to Landlord on the Commencement Date, annually thereafter, and upon written request by Landlord. If required by any Fee Mortgagee, Tenant shall provide endorsements and written confirmations that all premiums have been paid in full.

**13.10 Other Requirements.** Tenant shall comply with the following additional provisions:

(a) Prior to the date of the refinancing of (a) that certain Indenture, dated April 17, 2014, among Caesars Growth Properties Holdings, LLC, Caesars Growth Properties Finance, Inc., the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, (b) that certain First Lien Credit Agreement, dated May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, (c) that certain First Lien Credit Agreement, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Las Vegas, LLC, Harrah's Atlantic City Holding, Inc., Rio Properties, LLC, Flamingo Las Vegas Holding, LLC, Harrah's Laughlin, LLC, Paris Las Vegas Holding, LLC, the lenders party thereto and Citicorp North America, Inc. as administrative agent and collateral agent, (d) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holding, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, and (e) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holdings, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association (collectively, the "Refinancing"), in the event of a catastrophic loss or multiple losses at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that (1) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII, (2) at least one such property affected by the catastrophic loss(es) is a Facility hereunder or under an Other Lease (in either case, a "Subject Facility") and (3) at least one other such property affected by the catastrophic loss(es) is not a Subject Facility, then the property and terrorism insurance proceeds received in connection with such catastrophic loss(es) shall be allocated amongst the affected properties pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property.

(b) From and after the date of the Refinancing, in the event of a catastrophic loss or multiple losses at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that at least one such property is a Subject Facility and at least one other such property is not a Subject Facility, if (A) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII and any such property that is not a Subject Facility is (w) directly or indirectly managed but not directly or indirectly owned by CEC, (x) not wholly owned, directly or indirectly, by CEC, (y) subject to a ground lease with a landlord

party that is neither Landlord nor its affiliates, or (z) is financed on a stand-alone basis, then the insurance proceeds received in connection with such catastrophic loss or multiple losses shall be allocated pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property, and (B) if such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII and no property that is not a Subject Facility is a property described in clauses (w) through (z) above, the property(ies) that is a Subject Facility shall have first priority to insurance proceeds from the property policy or terrorism policy in connection with such catastrophic loss or multiple losses up to the reasonably anticipated amount of loss with respect to the Subject Facility. Any property or terrorism insurance proceeds allocable to a Subject Facility pursuant to clause (B) above shall be paid to Landlord (or the landlord under the Other Lease, as applicable) and applied in accordance with the terms of this Lease (or the Other Lease, as applicable).

(c) In the event Tenant shall at any time fail, neglect or refuse to insure the Leased Property (including barges and vessels used for gaming) and Capital Improvements, or is not in full compliance with its obligations under this Article XIII, Landlord may, at its election, procure replacement insurance. In such event, Landlord shall disclose to Tenant the terms of the replacement insurance. Tenant shall reimburse Landlord for the cost of such replacement insurance within thirty (30) days after Landlord pays for the replacement insurance. The cost of such replacement insurance shall be reasonable considering the then-current market.

## ARTICLE XIV

### CASUALTY

**14.1 Property Insurance Proceeds.** All proceeds (except business interruption not allocated to rent expenses, if any) payable by reason of any property loss or damage to the Leased Property, or any portion thereof, under any property policy of insurance required to be carried hereunder shall be paid to Fee Mortgagee or to an escrow account held by a third party depository reasonably acceptable to Landlord, Tenant and, if applicable, the Fee Mortgagee (in each case pursuant to an escrow agreement reasonably acceptable to the Parties and the Fee Mortgagee and intended to implement the terms hereof, and made available to Tenant upon request for the reasonable costs of preservation, stabilization, restoration, reconstruction and repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof; provided, however, that the portion of any such proceeds that are attributable to Tenant's obligation to pay Rent shall be applied against Rent due by Tenant hereunder; and provided, further, that if the total amount of proceeds payable net of the applicable deductibles is Twenty Million and No/100 Dollars (\$20,000,000.00) or less per Facility, and, if no Tenant Event of Default has occurred and is continuing, the proceeds shall be paid to Tenant and, subject to the limitations set forth in this Article XIV used for the repair of any damage to or restoration or reconstruction of the Leased Property in accordance with Section 14.2. For the avoidance of doubt, any insurance proceeds payable by reason of (i) loss or damage to Tenant's Property and/or Tenant Material Capital Improvements, or (ii) business interruption shall be paid directly to and belong to Tenant. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property in accordance herewith shall be provided to Tenant. So long as no Tenant Event of Default is continuing, Tenant shall have the right to

prosecute and settle insurance claims, provided that, in connection with insurance claims exceeding Twenty Million and No/100 Dollars (\$20,000,000.00) per Facility, Tenant shall consult with and involve Landlord in the process of adjusting any insurance claims under this Article XIV and any final settlement with the insurance company for claims exceeding Twenty Million and No/100 Dollars (\$20,000,000.00) per Facility shall be subject to Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed.

#### **14.2 Tenant's Obligations Following Casualty.**

(a) In the event of a Casualty Event with respect to the Leased Property or any portion thereof (to the extent the proceeds of insurance in respect thereof are made available to Tenant as and to the extent required under the applicable escrow agreement), (i) Tenant shall restore such Leased Property (or any applicable portion thereof, excluding, at Tenant's election, any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the Facility such that the Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement, provided that with respect to any Tenant Material Capital Improvement that is not rebuilt, Tenant shall repair and thereafter maintain the portions of the Leased Property affected by the loss or damage of such Tenant Material Capital Improvement in a condition commensurate with the quality, appearance and use of the balance of the Facility and satisfying the Facility's parking requirements) to substantially the same condition as existed immediately before such damage or otherwise in a manner reasonably satisfactory to Landlord (except, however, with respect to the Facility known as Caesars Atlantic City, Tenant shall be required to restore such Facility (or applicable portion thereof) only to the extent necessary to generate at least the amount of EBITDA from such Facility following such restoration as was generated from such Facility prior to such Casualty Event), and (ii) the damage caused by the applicable Casualty Event shall not terminate this Lease; provided, however, that if the applicable Casualty Event shall occur not more than two (2) years prior to the then-Stated Expiration Date and the cost to restore the Leased Property (excluding for avoidance of doubt any affected Tenant Material Capital Improvements that Tenant is not required to restore) to the condition immediately preceding the Casualty Event, as determined by a mutually approved contractor or architect, would equal or exceed twenty-five percent (25%) of the Fair Market Ownership Value of such Facility immediately prior to the time of such damage or destruction, then each of Landlord and Tenant shall have the option, exercisable in such Party's sole and absolute discretion, to terminate this Lease solely with respect to the applicable Facility, upon written notice to the other Party hereto delivered to such other Party within thirty (30) days of the determination of the amount of damage and the Fair Market Ownership Value of the applicable Facility and, if such option is exercised by either Landlord or Tenant, this Lease shall terminate solely with respect to the applicable Facility (and, commencing upon the date of such termination, Rent hereunder shall be reduced by the Rent Reduction Amount), Tenant shall not be required to restore the applicable Facility and any insurance proceeds payable as a result of the damage or destruction shall be payable in accordance with Section 14.2(c). Notwithstanding anything to the contrary contained herein, if a Casualty Event occurs (and/or if the determination of the amount of damage and/or the thirty (30) day period referred to in the preceding sentence is continuing) at a time when Tenant could send a Renewal Notice (provided, for this purpose, Tenant shall be permitted to send a Renewal Notice under Section 1.4 not more than twenty-four (24) months (rather than not more than eighteen (18) months) prior to the then current Stated Expiration Date), if Tenant has elected or elects to exercise the same at any time following Tenant's receipt of such notice of termination from Landlord, neither Landlord nor Tenant may terminate this Lease under this Section 14.2(a).

(b) If the cost to restore the Leased Property exceeds the amount of proceeds received from the insurance required to be carried hereunder, (subject to Section 14.2(e)) Tenant's restoration obligations hereunder shall continue unimpaired, and Tenant shall provide Landlord with evidence reasonably acceptable to Landlord that Tenant has (or is reasonably expected to have) available to it any excess amounts needed to restore the Leased Property to the condition required hereunder. Such excess amounts shall be paid by Tenant.

(c) In the event neither Landlord nor Tenant is required or elects to repair and restore the Leased Property, all insurance proceeds (except business interruption), other than proceeds reasonably attributed to any Tenant Material Capital Improvements (or other property owned by Tenant), which proceeds shall be and remain the property of Tenant, shall be paid to and retained by Landlord (after reimbursement to Tenant for any reasonably-incurred expenses in connection with the subject Casualty Event) free and clear of any claim by or through Tenant except as otherwise specifically provided below in this Article XIV.

(d) If Tenant fails to complete the restoration of the Facility and gaming operations do not recommence substantially in the same manner as prior to the applicable Casualty Event by the date that is the fourth (4th) anniversary of the date of any Casualty Event (subject to extension in the event of an Unavoidable Delay during such four (4) year period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform such restoration in accordance with this Section 14.2), then, without limiting any of Landlord's rights and remedies otherwise, all remaining insurance proceeds shall be paid to and retained by Landlord free and clear of any claim by or through Tenant, provided, that, so long as no Tenant Event of Default has occurred and is continuing, Landlord agrees to use such remaining proceeds for repair and restoration with respect to such Casualty Event.

(e) If, and solely to the extent that, the damage resulting from any applicable Casualty Event is not an insured event under the insurance policies required to be maintained by Tenant under this Lease, then Tenant shall not be obligated to restore the Leased Property in respect of the damage from such Casualty Event.

**14.3 No Abatement of Rent.** Except as expressly provided in this Article XIV, this Lease shall remain in full force and effect and Tenant's obligation to pay Rent and all Additional Charges required by this Lease shall remain unabated during any period following a Casualty Event.

**14.4 Waiver.** Tenant waives any statutory rights of termination which may arise by reason of any damage or destruction of the Leased Property but such waiver shall not affect any contractual rights granted to Tenant under this Lease.

**14.5 Insurance Proceeds and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, Landlord shall require that any Fee Mortgage Documents (including, without limitation, with respect to the Existing Fee Mortgage) shall permit Tenant to rebuild in

accordance with the terms and provisions of this Lease (and any such Fee Mortgage Documents shall expressly provide that Tenant or Landlord, as applicable, is entitled to the applicable insurance proceeds in accordance with the terms and provisions of this Lease).

## ARTICLE XV

### EMINENT DOMAIN

**15.1 Condemnation.** Tenant shall promptly give Landlord written notice of the actual or threatened Condemnation or any Condemnation proceeding affecting the Leased Property of which Tenant has knowledge and shall deliver to Landlord copies of any and all papers served in connection with the same.

(a) Total Taking. If a Facility is subject to a total and permanent Taking, this Lease shall automatically terminate with respect to such Facility as of the day before the date of such Taking or Condemnation. In such event, commencing upon the date of such termination, Rent hereunder shall be reduced by the Rent Reduction Amount.

(b) Partial Taking. If a portion (but not all) of a Facility (and, without limitation, any Capital Improvements with respect thereto) is subject to a permanent Taking ("Partial Taking"), this Lease shall remain in effect so long as the applicable Facility is not thereby rendered Unsuitable for its Primary Intended Use, and Rent shall be adjusted in accordance with the Rent Reduction Amount with respect to the subject portion of the applicable Facility; provided, however, that if the remaining portion of the applicable Facility is rendered Unsuitable for Its Primary Intended Use, this Lease shall terminate with respect to such Facility as of the day before the date of such Taking or Condemnation and, in such event, commencing upon the date of such termination, Rent hereunder shall be reduced by the Rent Reduction Amount with respect to the entirety of the subject Facility.

(c) Restoration. If there is a Partial Taking and this Lease remains in full force and effect, Landlord shall make available to Tenant the Award to be applied first to the restoration of the affected Facility in accordance with this Lease and, to the extent required hereby, any affected Tenant Material Capital Improvements, and thereafter as provided in Section 15.2. In such event, subject to receiving such Award, Tenant shall accomplish all necessary restoration in accordance with the following sentence (whether or not the amount of the Award received by Tenant is sufficient) and the Rent shall be adjusted in accordance with the Rent Reduction Amount. Tenant shall restore the Leased Property (excluding any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the subject Facility such that such Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement) as nearly as reasonably possible under the circumstances to a complete architectural unit of the same general character and condition as the Leased Property existing immediately prior to such Taking; except, however, with respect to the Facility known as Caesars Atlantic City, Tenant shall be required to restore such Facility (or applicable portion thereof) only to the extent necessary to generate at least the amount of EBITDA from such Facility following such restoration as was generated from such Facility prior to such Casualty Event.

**15.2 Award Distribution.** Except as set forth below and in Section 15.1(c) hereof, the Award resulting from the Taking shall be paid as follows: (i) first, to Landlord to the extent of the Fair Market Ownership Value of Landlord's interest in the Leased Property subject to the Taking (excluding any Tenant Material Capital Improvements), (ii) second, to Tenant to the extent of the Fair Market Property Value of Tenant's Property and any Tenant Material Capital Improvements subject to the Taking (but for avoidance of doubt, not including any amount for any unexpired portion of the Term), and (iii) third, any remaining balance shall be paid to Landlord. Notwithstanding the foregoing, Tenant shall be entitled to pursue its own claim with respect to the Taking for Tenant's lost profits value and moving expenses and, the portion of the Award, if any, allocated to any Tenant Material Capital Improvements and Tenant's Property, shall be and remain the property of Tenant free of any claim thereto by Landlord.

**15.3 Temporary Taking.** The taking of the Leased Property, or any part thereof, shall constitute a Taking by Condemnation only when the use and occupancy by the taking authority has continued for longer than one hundred eighty (180) consecutive days. During any shorter period, which shall be a temporary taking, all the provisions of this Lease shall remain in full force and effect and the Award allocable to the Term shall be paid to Tenant.

**15.4 Condemnation Awards and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, Landlord shall require that any Fee Mortgage Documents (including, without limitation, with respect to the Existing Fee Mortgage) shall permit Tenant to rebuild in accordance with the terms and provisions of this Lease (and any such Fee Mortgage Documents shall expressly provide that Tenant or Landlord, as applicable, is entitled to the applicable Award in accordance with the terms and provisions of this Lease).

## ARTICLE XVI

### DEFAULTS & REMEDIES

**16.1 Tenant Events of Default.** Any one or more of the following shall constitute a "Tenant Event of Default":

(a) Tenant shall fail to pay any installment of Rent when due and such failure is not cured within ten (10) days after written notice from Landlord of Tenant's failure to pay such installment of Rent when due (and such notice of failure from Landlord may be given any time after such installment of Rent is one (1) day late);

(b) Tenant shall fail to pay any Additional Charge (excluding, for the avoidance of doubt the Minimum Cap Ex Amount) within ten (10) days after written notice from Landlord of Tenant's failure to pay such Additional Charge when due (and such notice of failure from Landlord may be given any time after such payment of any Additional Charge is one (1) day late);



(c) Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall:

(i) file a petition in bankruptcy or a petition to take advantage of any insolvency law or statute under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law;

(ii) make an assignment for the benefit of its creditors; or

(iii) consent to the appointment of a receiver of itself or of the whole or substantially all of its property;

(d) (i) Tenant shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Tenant, a receiver of Tenant or of all or substantially all of Tenant's property, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

(ii) Unless the Guarantor EOD Conditions exist, Guarantor shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Guarantor, a receiver of Guarantor or of all or substantially all of Guarantor's property, or approving a petition filed against Guarantor seeking reorganization or arrangement of Guarantor under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(e) entry of an order or decree liquidating or dissolving Tenant, Manager or, unless the Guarantor EOD Conditions exist, Guarantor, provided that the same shall not constitute a Tenant Event of Default if (i) such order or decree shall be vacated, set aside or stayed within ninety (90) days from the date of the entry thereof, or (ii) with respect to Manager only, (x) Manager is not an Affiliate of Tenant, or (y) another wholly-owned subsidiary of CEC assumes the MLSA and the other Lease/MLSA Related Agreements to which Manager is a party;

(f) Tenant shall fail to cause the Facilities to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), which failure would reasonably be expected to have a material and adverse effect on Landlord (taken as a whole with "Landlord" as defined under the Joliet Lease) or on the Facilities (taken as a whole with the Joliet Facility), and which failure is not cured within thirty (30) days following notice thereof from Landlord to Tenant; provided that, if: (i) such failure is not susceptible of cure within such thirty (30) day period; and (ii) such failure would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, such thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90)

days) to cure such failure so long as Tenant commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure);

(g) the estate or interest of Tenant in the Leased Property or any part thereof shall be levied upon or attached in any proceeding relating to more than Twenty-Five Million and No/100 Dollars (\$25,000,000.00), and the same shall not be vacated, discharged or stayed pending appeal (or paid or bonded or otherwise similarly secured payment) within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord; provided, however, that such notice shall be in lieu of and not in addition to any notice required under applicable law;

(h) if Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall fail to pay, bond, escrow or otherwise similarly secure payment of one or more final judgments aggregating in excess of the amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), which judgments are not discharged or effectively waived or stayed for a period of forty-five (45) consecutive days;

(i) unless the Guarantor EOD Conditions exist, a Lease Guarantor Event of Default shall occur under the MLSA;

(j) except as a result of a Permitted Operation Interruption, Tenant fails to cause the Continuous Operations Facilities to be Continuously Operated during the Term;

(k) any applicable Gaming License or other license material to any Continuous Operation Facility's operation for its Primary Intended Use is at any time terminated or revoked or suspended or placed under a trusteeship (and in each case such termination, revocation, suspension or trusteeship causes cessation of Gaming activity at the Continuous Operation Facility) for more than thirty (30) days and such termination, revocation, suspension or trusteeship is not stayed pending appeal and would reasonably be expected to have a material adverse effect on Tenant taken as a whole with the "Tenant" as defined under the Joliet Lease, or on the Facilities taken as a whole with the Joliet Facility;

(l) if a Licensing Event with respect to Tenant under clause (a) of the definition of Licensing Event shall occur and is not resolved in accordance with Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities;

(m) Tenant fails to comply with any Additional Fee Mortgagee Requirements, which default is not cured within the applicable cure period set forth in the Fee Mortgage Documents, if the effect of such default is to cause, or to permit the holder or holders of the applicable Fee Mortgage (or a trustee or agent on behalf of such holder or holders) to cause such Fee Mortgage to become or be declared due and payable (or redeemable) prior to its stated maturity);

(n) a transfer of Tenant's interest in this Lease (including pursuant to a Change in Control) shall have occurred without the consent of Landlord to the extent such consent is required under Article XXII or Tenant is otherwise in default of the provisions set forth in Section 22.1 below;

(o) if Tenant shall fail to observe or perform any other term, covenant or condition of this Lease and such failure is not cured within thirty (30) days after written notice thereof from Landlord, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary for Tenant in the exercise of due diligence to cure such failure, provided that, with respect to any failure to perform (i) that is still continuing on or after the first day of the sixth (6<sup>th</sup>) Lease Year such cure period shall not extend beyond the later of such first day of the sixth (6<sup>th</sup>) Lease Year or one-hundred and eighty (180) days in the aggregate, and (ii) that is first arising on or after the first day of the sixth (6<sup>th</sup>) Lease Year, such cure period shall not exceed one-hundred and eighty (180) days in the aggregate, provided, further however, that no Tenant Event of Default under this clause (o) or under clause (q) below shall be deemed to exist under this Lease during any time the curing thereof is prevented by an Unavoidable Delay, provided that upon the cessation of the Unavoidable Delay, Tenant remedies the default within the time periods otherwise required hereunder;

(p) (i) A “Tenant Event of Default” (as defined in the Joliet Lease) shall occur under the Joliet Lease, or (ii) so long as the Existing Fee Financing has not been replaced with replacement financing, a “Tenant Event of Default” (as defined in the CPLV Lease) shall occur under the CPLV Lease.

(q) the occurrence of a Tenant Event of Default pursuant to Section 10.5(a)(x);

(r) unless the Guarantor EOD Conditions exist, if Guarantor shall, in any judicial or quasi-judicial case, action or proceeding, contest (or collude with or otherwise affirmatively assist any other Person, or solicit or cause to be solicited any other Person to contest) the validity or enforceability of Guarantor’s obligations under the MLSA (or any Qualified Replacement Guarantor’s obligations under a Replacement Guaranty); and

(s) if Tenant shall fail to comply with any of the provisions, terms or conditions of any Ground Lease in effect as of the Commencement Date (or any renewals thereof) with respect to any of the Continuous Operation Facilities as required under Section 7.3 hereof, which failure is not cured within the applicable time period set forth in the applicable Ground Lease and the effect of such failure is to permit the applicable Ground Lessor to terminate such Ground Lease or to result in the Ground Lease being terminated pursuant to the terms thereof.

Notwithstanding anything contained herein to the contrary, (x) Landlord shall deliver all notices required pursuant to Section 16.1 concurrently to Tenant and Guarantor and (y) a default by Tenant under any Permitted Leasehold Mortgage shall not in and of itself be a Tenant Event of Default hereunder (it being understood that if the circumstances that cause such default independently comprise a default hereunder that continues beyond all applicable notice and cure periods hereunder then such circumstances would cause a Tenant Default hereunder).

Notwithstanding the foregoing, (i) Tenant shall not be in breach of this Lease solely as a result of the exercise by the party (other than Tenant, CEC, CEOC or any of their respective Affiliates) to any of the Permitted Exception Documents of such party's rights thereunder so long as Tenant undertakes commercially reasonable efforts to cause such party to comply or otherwise minimize such breach, and (ii) in the event that Tenant is required, under the express terms of any Permitted Exception Document(s), to take or refrain from taking any action, and taking or refraining from taking such action would result in a default under this Lease, then Tenant shall advise Landlord of the same, and Tenant and Landlord shall reasonably cooperate in order to address the same in a mutually acceptable manner, and so as to minimize any harm or liability to Landlord and to Tenant. For the avoidance of doubt, in no event shall a Permitted Exception Document excuse Tenant from its obligation to pay Rent or Additional Charges

**16.2 Landlord Remedies.** Upon the occurrence and during the continuance of a Tenant Event of Default but subject to the provisions of Article XVII, Landlord may, subject to the terms of Section 16.3 below, do any one or more of the following: (x) terminate this Lease by giving Tenant no less than ten (10) days' notice of such termination and the Term shall terminate and all rights and obligations of Tenant under this Lease shall cease, subject to any provisions that expressly survive the Expiration Date, (y) seek damages as provided in Section 16.3 hereof or (z) except to the extent expressly otherwise provided under this Lease, exercise any other right or remedy hereunder, at law or in equity available to Landlord as a result of any Tenant Event of Default. Tenant shall pay as Additional Charges all costs and expenses incurred by or on behalf of Landlord, including reasonable and documented attorneys' fees and expenses, as a result of any Tenant Event of Default hereunder. Subject to Article XIX and Section 17.1(f) hereof, at any time upon or following the Expiration Date, Tenant shall, if required by Landlord to do so, immediately surrender to Landlord possession of the Leased Property and quit the same and Landlord may enter upon and repossess such Leased Property by reasonable force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other Persons and any of Tenant's Property therefrom. Landlord shall refrain from exercising any remedies pursuant to this Section during any applicable cure periods of Guarantor to the extent expressly provided in Section 17.2 of the MLSA.

(a) None of (i) the termination of this Lease, (ii) the repossession of the Leased Property, (iii) the failure of Landlord to relet the Leased Property or any portions thereof, (iv) the reletting of all or any portion of the Leased Property, or (v) the inability of Landlord to collect or receive any rentals due upon any such reletting, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive any such termination, repossession or reletting. Landlord and Tenant agree that Landlord shall have no obligation to mitigate Landlord's damages under this Lease.

(b) If this Lease shall terminate pursuant to Section 16.2(x) or if Landlord shall obtain a court order permitting reentry following the occurrence of a Tenant Event of Default that is continuing, then, in any such event, Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Leased Property to the extent permitted by law (including applicable Gaming Regulations), either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any Person therefrom, to the end that Landlord may have, hold and enjoy the Leased Property. The words "enter," "reenter," "entry" and "reentry," as used herein, are not restricted to their technical legal meanings.

(c) Notwithstanding anything herein to the contrary, if this Lease has been terminated by Landlord pursuant to this Section 16.2 and Manager is performing Transition Services (as defined in the Transition Services Agreement) as elected by Landlord in its sole discretion, then, at Landlord's election in accordance with the Transition Services Agreement, Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facilities, collect and retain revenue therefrom, and pay Rent and Additional Charges (without duplication of any Rent and Additional Charges required to be paid under Section 16.3), all in the manner required under Section 36.1, *mutatis mutandis*, for so long as Manager is performing Transition Services; provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement unless the Transition Period is then continuing.

### **16.3 Damages.**

(a) If Landlord elects to terminate this Lease in writing upon a Tenant Event of Default during the Term, Tenant shall forthwith (x) pay to Landlord all Rent due and payable under this Lease to and including the date of such termination (together with interest thereon at the Overdue Rate from the date the applicable amount was due), and (y) pay on demand all damages to which Landlord shall be entitled at law or in equity, provided, however, Landlord's damages with regard to unpaid Rent from and after the date of termination shall equal, as liquidated and agreed current damages in respect thereof, the sum of: (A) the worth at the time of award of the amount by which the unpaid Rent that (if the Lease had not been terminated) would have been payable hereunder after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus (B) (x) the Rent which (if the Lease had not been terminated) would have been payable hereunder from the time of award until the then Stated Expiration Date, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%), less (y) the Rent loss from the time of the award until the then Stated Expiration Date that Tenant proves could be reasonably avoided, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%). As used in clause (A), the "worth at the time of award" shall be computed by allowing interest at the Overdue Rate from the date the applicable amount was due. As used in clauses (A) and (B), Variable Rent that would have been payable after termination for the remainder of the Term shall be determined based on: (1) if the date of termination occurs during a Variable Rent Payment Period, the Variable Rent amount payable during such Variable Rent Payment Period (if the Lease had not been terminated), and (2) if the date of termination occurs prior to the commencement of any Variable Rent Payment Period, the Variable Rent that (if the Lease had not been terminated) would be payable after termination for the remainder of the Term, assuming Net Revenue for the balance of the Term equals Net Revenue for the Fiscal Period ending immediately prior to the date of termination (it being understood the foregoing calculation of damages for unpaid Rent applies only to the amount of unpaid Rent damages owed to Landlord pursuant to Tenant's obligation to pay Rent hereunder and does not prohibit or otherwise shall not limit Landlord from seeking damages for any indemnification or any other obligations of Tenant hereunder, with all such rights of Landlord reserved).

(b) Notwithstanding anything otherwise set forth herein, if Landlord chooses not to terminate Tenant's right to possession of the Leased Property (whether or not Landlord terminates this Lease) and has not been paid damages in accordance with Section 16.3(a), then each installment of Rent and all other sums payable by Tenant to or for the benefit of Landlord under this Lease shall be payable as the same otherwise becomes due and payable, together with, if any such amount is not paid when due, interest at the Overdue Rate from the date when due until paid, and Landlord may enforce, by action or otherwise, any other term or covenant of this Lease (and Landlord may at any time thereafter terminate Tenant's right to possession of the Leased Property and seek damages under Section 16.3(a), to the extent not already paid for by Tenant under Section 16.3(a) or this Section 16.3(b)).

(c) If, as of the date of any termination of this Lease pursuant to Section 16.2(x), the Leased Property shall not be in the condition in which Tenant has agreed to surrender the same to Landlord at the expiration or earlier termination of this Lease, then Tenant, shall pay, as damages therefor, the cost (as estimated by an independent contractor reasonably selected by Landlord) of placing the Leased Property in the condition in which Tenant is required to surrender the same hereunder.

**16.4 Receiver.** Subject to the rights of Permitted Leasehold Mortgagees hereunder, upon the occurrence and continuance of a Tenant Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder, but subject to any limitations of applicable law (including Gaming Regulations), Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Leased Property and of the revenues, earnings, income, products and profits thereof, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

**16.5 Waiver.** If Landlord initiates judicial proceedings or if this Lease is terminated by Landlord pursuant to this Article XVI, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession or similar laws for the benefit of Tenant; and (ii) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

**16.6 Application of Funds.** Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Tenant Event of Default which are made to Landlord rather than Tenant due to the existence of a Tenant Event of Default shall be applied to Tenant's obligations in the order which Landlord may reasonably determine or as may be prescribed by applicable Legal Requirements.

**16.7 Landlord's Right to Cure Tenant's Default.** If Tenant shall fail to make any payment or to perform any act required to be made or performed hereunder when due including, without limitation, if Tenant fails to expend any Required Capital Expenditures as required hereunder or fails to complete any work or restoration or replacement of any nature as required hereunder, or if Tenant shall take any action prohibited hereunder, or if Tenant shall breach any representation or warranty comprising Additional Fee Mortgagee Requirements (and Landlord

reasonably determines that such breach could be expected to give rise to an event of default or an indemnification obligation of Landlord under the applicable Fee Mortgage), or Tenant fails to comply with any Additional Fee Mortgage Requirements (other than representations and warranties), in all cases, after the expiration of any cure period provided for herein, Landlord and/or its Affiliates, without waiving or releasing any obligation or default, may, but shall be under no obligation to, (i) make such payment or perform such act (or reimburse any Fee Mortgagee for making such payment or performing such act) for the account and at the expense of Tenant (including, in the event of a breach of any such representation or warranty, taking actions to cause such representation or warranty to be true), and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's reasonable opinion, may be necessary or appropriate therefor, and, (ii) subject to the terms of the applicable Fee Mortgage Documents, use funds in any Fee Mortgage Reserve Account for the purposes for which they were deposited in making any such payment or performing such act. All sums so paid (or reimbursed) by Landlord and/or any of its Affiliates and all costs and expenses, including reasonable attorneys' fees and expenses, so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Landlord and/or any of its Affiliates, shall be paid by Tenant to Landlord on demand as an Additional Charge.

#### **16.8 Miscellaneous.**

(a) Suit or suits for the recovery of damages, or for any other sums payable by Tenant to Landlord pursuant to this Lease, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease and the Term would have expired by limitation had there been no Tenant Event of Default, reentry or termination.

(b) No failure by either Party to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Lease to be performed or complied with by either Party, and no breach thereof, shall be or be deemed to be waived, altered or modified except by a written instrument executed by the Parties. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. In the event Landlord claims in good faith that Tenant has breached any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though reentry, summary proceedings or other remedies were not provided for in this Lease.

(c) Except to the extent otherwise expressly provided in this Lease, each right and remedy of a Party provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease.

(d) Nothing contained in this Article XVI or otherwise shall vitiate or limit Tenant's obligation to pay Landlord's attorneys' fees as and to the extent provided in Article XXXVII hereof, or any indemnification obligations under any express indemnity made by Tenant of Landlord or of any Landlord Indemnified Parties as contained in this Lease.

## TENANT FINANCING

**17.1 Permitted Leasehold Mortgagees.**

(a) *Tenant May Mortgage the Leasehold Estate.* On one or more occasions, without Landlord's consent, Tenant may mortgage or otherwise encumber Tenant's estate in and to the Leased Property (the "Leasehold Estate") (or encumber the direct or indirect Equity Interests in Tenant) to one or more Permitted Leasehold Mortgagees under one or more Permitted Leasehold Mortgages and pledge its right, title and interest under this Lease as security for such Permitted Leasehold Mortgages or any related agreement secured thereby, provided, however, that, (i) in order for a Permitted Leasehold Mortgagee to be entitled to the rights and benefits pertaining to Permitted Leasehold Mortgagees pursuant to this Article XVII, such Permitted Leasehold Mortgagee must hold or benefit from a Permitted Leasehold Mortgage encumbering all of Tenant's Leasehold Estate granted to Tenant under this Lease (subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis) or one hundred percent (100%) of the direct or indirect Equity Interests in Tenant at any tier of ownership, and (ii) no Person shall be deemed to be a Permitted Leasehold Mortgagee hereunder unless and until (a) such Person delivers a written agreement to Landlord providing that in the event of a termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, such Permitted Leasehold Mortgagee and any Persons for whom it acts as representative, agent or trustee, will not use or dispose of any Gaming License for use at a location other than at the Facility to which such Gaming License relates as of the date of the closing of a Lease Foreclosure Transaction (or, in the case of any additional facility added to this Lease after such date, as of the date that such additional facility is added to the Lease), (b) the applicable Permitted Leasehold Mortgage shall include an express acknowledgement that any exercise of remedies thereunder that would affect the Leasehold Estate shall be subject and subordinate to the terms of this Lease and (c) such Person executes a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. Tenant represents and warrants that each Permitted Leasehold Mortgagee as of the Commencement Date has entered into the Intercreditor Agreement. Furthermore, as a condition to being deemed a Permitted Leasehold Mortgagee hereunder, each Permitted Leasehold Mortgagee is deemed to acknowledge and agree (and hereby does acknowledge and agree) that (x) any rejection of this Lease in any bankruptcy, insolvency, dissolution or other proceeding will be treated as a Non-Consented Lease Termination (as defined in the MLSA), unless in connection with such rejection of this Lease such Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein, (y) subject to the terms and conditions of the Intercreditor Agreement, such Permitted Leasehold Mortgagee shall not take any action to prevent the rights of Landlord, Manager and Lease Guarantor under Article XXI of the MLSA, including to effect the actions required in connection with a Replacement Structure (as defined therein), and (z) that any foreclosure or realization by any Permitted Leasehold Mortgagee pursuant to a Permitted Leasehold Mortgage or upon Tenant's interest under this Lease or that would result in a transfer of all or any portion of Tenant's interest in the Leased Property or this Lease shall in any case be subject to the applicable provisions, terms and conditions of Article XXII hereof.



(b) Notice to Landlord.

(i) If Tenant shall, on one or more occasions, mortgage Tenant's Leasehold Estate pursuant to a Permitted Leasehold Mortgage and if the holder of such Permitted Leasehold Mortgage shall provide Landlord with written notice of such Permitted Leasehold Mortgage (which notice with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, in order to be effective, shall also state (or be accompanied by a notice of Tenant stating) the relative priority of all then-effective Permitted Leasehold Mortgages noticed to Landlord under this Section and shall be consented to in writing by all then-existing Permitted Leasehold Mortgagees) together with a true copy of such Permitted Leasehold Mortgage and the name and address of the Permitted Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such written notice by Landlord (which notice shall be accompanied by any items required pursuant to Section 17.1(a) above), the provisions of this Section 17.1 shall apply to each such Permitted Leasehold Mortgage. In the event of any assignment of a Permitted Leasehold Mortgage or in the event of a change of address of a Permitted Leasehold Mortgagee or of an assignee of such Permitted Leasehold Mortgage, written notice of such assignment or change of address and of the new name and address shall be provided to Landlord, and the provisions of this Section 17.1 shall continue to apply, provided such assignee is a Permitted Leasehold Mortgagee.

(ii) Landlord shall reasonably promptly following receipt of a communication purporting to constitute the notice provided for by subsection (b)(i) above (and such additional items requested by Landlord pursuant to the first sentence of Section 17.1(b)(iii)) acknowledge by written notice receipt of such communication as constituting the notice provided for by subsection (b)(i) above and confirming the status of the Permitted Leasehold Mortgagee as such or, in the alternative, notify Tenant and the Permitted Leasehold Mortgagee of the rejection of such communication and any such items as not conforming with the provisions of this Section 17.1 and specify the specific basis of such rejection.

(iii) After Landlord has received the notice provided for by subsection (b)(i) above, Tenant shall with reasonable promptness provide Landlord with copies of the Permitted Leasehold Mortgage, note or other obligations secured by such Permitted Leasehold Mortgage and any other documents pertinent to the Permitted Leasehold Mortgage reasonably requested by Landlord. Tenant shall thereafter also provide Landlord from time to time with a copy of each material amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate recording stamp or other certification of the custodian of the relevant recording office as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

(iv) Notwithstanding the requirements of this Section 17.1(b), it is agreed and acknowledged that Tenant's Initial Financing (and the mortgages, security agreements and/or other loan documents in connection therewith) as of the date of this Lease shall be deemed a Permitted Leasehold Mortgage (with respect to which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i)) without the requirement that Tenant or Landlord comply with the initial requirements set forth in clauses (i) through (iii) above, (but, for the avoidance of doubt, Tenant's Initial Financing is not relieved of the requirement that it satisfy the requirements of Section 17.1(a) the last sentence of Section 17.1(b)(i)). In addition, for the avoidance of doubt, the Parties confirm that Tenant shall not be relieved of the requirement to comply with the final three (3) sentences of Section 17.1(b)(iii) with respect to Tenant's Initial Financing or any other financing with a Permitted Leasehold Mortgage.

(c) Default Notice to Permitted Leasehold Mortgagee. Landlord, upon providing Tenant any notice of default under this Lease, shall at the same time provide a copy of such notice to every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been sent, in the manner prescribed in Article XXXV of this Lease, to every such Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. From and after the date such notice has been sent to a Permitted Leasehold Mortgagee, such Permitted Leasehold Mortgagee shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in subsections (d) and (e) of this Section 17.1 to remedy or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each such Permitted Leasehold Mortgagee (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Property by the Permitted Leasehold Mortgagee for such purpose.

(d) Right to Terminate Notice to Permitted Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Tenant Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease on account of such Tenant Event of Default unless Landlord shall notify every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof that the period of time given Tenant to cure such default or act or omission has lapsed and, accordingly, Landlord has the right to terminate this Lease ("Right to Terminate Notice"). The provisions of subsection (e) below of this Section 17.1 shall apply if, during (x) the thirty (30) day period following Landlord's delivery of the Right to Terminate Notice if such Tenant Event of Default is capable of being cured by the payment of money, or

(y) the ninety (90) day period following Landlord's delivery of the Right to Terminate Notice, if such Tenant Event of Default is not capable of being cured by the payment of money, any Permitted Leasehold Mortgagee shall:

(i) notify Landlord of such Permitted Leasehold Mortgagee's desire to nullify such Right to Terminate Notice;

(ii) pay or cause to be paid all Rent, Additional Charges, and other payments (A) then due and in arrears as specified in the Right to Terminate Notice to such Permitted Leasehold Mortgagee, and (B) which may become due during such thirty (30) or ninety (90) day (as the case may be) period (as and when the same may become due); and

(iii) comply with or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Permitted Leasehold Mortgagee (e.g., defaults that are not personal to Tenant hereunder); provided, however, that such Permitted Leasehold Mortgagee shall not be required during such ninety (90) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee; and

(iv) during such thirty (30) or ninety (90) day period, the Permitted Leasehold Mortgagee shall respond, with reasonable diligence, to requests for information from Landlord as to the Permitted Leasehold Mortgagee's (and related lender's) intent to pay such Rent and other charges and comply with this Lease.

If the applicable default shall be cured pursuant to the terms and within the time periods allowed in this Section 17.1(d), this Lease shall continue in full force and effect as if Tenant had not defaulted under the Lease. If a Permitted Leasehold Mortgagee shall fail to take all of the actions described in this Section 17.1(d) prior to the deadlines set forth herein, such Permitted Leasehold Mortgagee shall have no further rights under this Section 17.1(d) or Section 17.1(e).

(e) Procedure on Default.

(i) If Landlord shall elect to terminate this Lease by reason of any Tenant Event of Default that has occurred and is continuing and a Permitted Leasehold Mortgagee shall have proceeded in the manner provided for by subsection (d) of this Section 17.1, the applicable cure periods available pursuant to Section 17.1(d) above shall continue to be extended so long as during such continuance:

(1) such Permitted Leasehold Mortgagee shall pay or cause to be paid the Rent, Additional Charges and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform or cause to be performed all of Tenant's other

obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Permitted Leasehold Mortgagee; and

(2) subject to and in accordance with Section 22.2(i), if not enjoined or stayed pursuant to a bankruptcy or insolvency proceeding or other judicial order, such Permitted Leasehold Mortgagee shall diligently continue to pursue acquiring or selling Tenant's interest in this Lease and the Leased Property (or, to the extent applicable, the direct or indirect interests in Tenant) by foreclosure of the Permitted Leasehold Mortgage or other appropriate means and diligently prosecute the same to completion.

(ii) Without limitation of Tenant's right to deliver a Renewal Notice, it is agreed that a Permitted Leasehold Mortgagee also shall have the right to deliver a Renewal Notice on behalf of Tenant during any period in which such Permitted Leasehold Mortgagee is complying with Section 17.1(d) or 17.1(e).

(iii) If a Permitted Leasehold Mortgagee is complying with subsection (e)(i) of this Section 17.1, upon the acquisition of Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) herein by such Permitted Leasehold Mortgagee, a Permitted Leasehold Mortgagee Designee or an assignee thereof permitted by Section 22.2(i) hereof, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease provided that such successor cures all outstanding defaults that can be cured through the payment of money and all other defaults that are reasonably susceptible of being cured as provided in said subsection (e)(i).

(iv) For the purposes of this Section 17.1, no Permitted Leasehold Mortgagee shall be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate hereby created by virtue of the Permitted Leasehold Mortgage so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of this Lease (or, to the extent applicable, the direct or indirect interests in Tenant) (including a Permitted Leasehold Mortgagee if it is the purchaser at foreclosure) and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall be subject to all of the provisions, terms and conditions of this Lease including, without limitation, Section 22.2(i) hereof.

(v) Notwithstanding any other provisions of this Lease, any Permitted Leasehold Mortgagee, Permitted Leasehold Mortgagee Designee or other acquirer of the Leasehold Estate of Tenant (or, to the extent applicable, the direct or indirect interests in Tenant) in accordance with the requirements of Section 22.2(i) of this Lease pursuant to foreclosure, assignment in lieu of foreclosure or other similar proceedings of this Lease may, upon acquiring Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant), without further consent of Landlord, (x) sell and assign interests in the Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) as and to the extent provided in this Lease, and (y) enter into Permitted Leasehold Mortgages in the same manner as the original Tenant, as and to the extent provided in this Lease, in each case under clause (x) or (y), subject to the terms of this Lease, including Article XVII and Section 22.2(i) hereof.

(vi) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall, solely if and to the extent such sale, assignment or transfer complies with the requirements of Section 22.2(i), hereof, be deemed to be a permitted sale, transfer or assignment of this Lease; provided, that the foreclosing Permitted Leasehold Mortgagee or purchaser at foreclosure sale or successor purchaser must either (a) become a party to the MLSA pursuant to Section 11.1 and Section 13.1 of the MLSA (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, Tenant must remain a party to the MLSA) and satisfy the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5), or (b) satisfy the requirements set forth in Section 22.2(i)(1)(A) and Sections 22.2(i)(2) through (5).

(f) New Lease. In the event that this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default other than due to a default that is subject to cure by a Permitted Leasehold Mortgagee under Section 17.1(d) and Section 17.1(e) above, Landlord shall provide each Permitted Leasehold Mortgagee with written notice that this Lease has been rejected or terminated ("Notice of Termination"), and, for the avoidance of doubt, upon delivery of such Notice of Termination, no Permitted Leasehold Mortgagee shall have the rights as described in Section 17.1(d) and Section 17.1(e) above, but rather such Permitted Leasehold Mortgagee instead shall have the rights described in this Section 17.1(f)). Following any such rejection or termination, Landlord agrees to enter into a new lease ("New Lease") of the Leased Property with such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee for the remainder of the term of this Lease, effective as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all then-remaining options to renew but excluding requirements which have already been fulfilled) of this Lease, provided:

(i) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall comply with the applicable terms of Section 22.2;

(ii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall make a binding, written, irrevocable commitment to Landlord for such New Lease within thirty (30) days after the date such Permitted Leasehold Mortgagee receives Landlord's Notice of Termination of this Lease given pursuant to this Section 17.1(f);

(iii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such rejection or termination (including, for avoidance of doubt, any amounts that become due prior to and remained unpaid as of the date of the Notice of Termination) and, in addition thereto, all reasonable expenses, including reasonable documented attorney's fees, which Landlord shall have incurred by reason of such rejection or such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant; and

(iv) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall agree to remedy any of Tenant's defaults of which said Permitted Leasehold Mortgagee was notified by Landlord's Notice of Termination (or in any other written notice of Landlord) and which can be cured through the payment of money or, if such defaults cannot be cured through the payment of money, are reasonably susceptible of being cured by Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee.

(g) New Lease Priorities. If more than one Permitted Leasehold Mortgagee shall request a New Lease pursuant to subsection (f)(i) of this Section 17.1, Landlord shall enter into such New Lease with the Permitted Leasehold Mortgagee whose mortgage is senior in lien, or with its Permitted Leasehold Mortgagee Designee acting for the benefit of such Permitted Leasehold Mortgagee prior in lien foreclosing on Tenant's interest in this Lease. Landlord, without liability to Tenant or any Permitted Leasehold Mortgagee with an adverse claim, may rely upon (i) with respect to any Permitted Leasehold Mortgage evidenced by a recorded security instrument, a title insurance policy (or, if elected by Landlord in its sole discretion, a title insurance commitment, certificate of title or other similar instrument) issued by a reputable title insurance company as the basis for determining the appropriate Permitted Leasehold Mortgagee who is entitled to such New Lease or (ii) with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, the statement with respect to relative priority of Permitted Leasehold Mortgages contained in the applicable notice delivered pursuant to Section 17.1(b)(i), provided that any such statement that provides that any such Permitted Leasehold Mortgage described in this clause (ii) is senior or prior to any Permitted Leasehold Mortgage evidenced by a recorded security instrument shall only be effective to the extent it is consented to in writing by the Permitted Leasehold Mortgagee in respect of such Permitted Leasehold Mortgage evidenced by a recorded security instrument.

(h) Permitted Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein contained shall require any Permitted Leasehold Mortgagee to cure any Incurable Default in order to comply with the provisions of Sections 17.1(d) and 17.1(e), or as a condition

of entering into the New Lease provided for by Section 17.1(f). For the avoidance of doubt, upon such foreclosure and/or the effectuation of such a New Lease in accordance with the provisions, terms and conditions hereof, any such defaults are automatically deemed waived through the effective date of such foreclosure or New Lease as to any such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee, as the new tenant hereunder or under the New Lease, as applicable (it being understood that the provisions of this sentence shall not be deemed to relieve such new tenant of its obligations to comply with this Lease in or such New Lease from and after the effective date of such foreclosure or New Lease).

(i) Casualty Loss. A standard mortgagee clause naming each Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that (and, in all events, Tenant agrees that) the insurance proceeds are to be applied in the manner specified in this Lease and the Permitted Leasehold Mortgage shall so provide; except that the Permitted Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant (but not such proceeds, if any, payable jointly to Landlord and Tenant or to Landlord, to the Fee Mortgagee or to a third-party escrowee) pursuant to the provisions of this Lease.

(j) Arbitration; Legal Proceedings. Landlord shall give prompt notice to each Permitted Leasehold Mortgagee (for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof) of any arbitration (including a determination of Fair Market Ownership Value or Fair Market Base Rental Value) or legal proceedings between Landlord and Tenant involving obligations under this Lease.

(k) Notices. Notices from Landlord to the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof shall be provided in the method provided in Article XXXV hereof to the address furnished Landlord pursuant to subsection (b) of this Section 17.1, and those from the Permitted Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Article XXXV hereof. Such notices, demands and requests shall be given in the manner described in this Section 17.1 and in Article XXXV and shall in all respects be governed by the provisions of those sections.

(l) Limitation of Liability. Notwithstanding any other provision hereof to the contrary, (i) Landlord agrees that any Permitted Leasehold Mortgagee's liability to Landlord in its capacity as Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against such Permitted Leasehold Mortgagee's interest in the Leasehold Estate and the other collateral granted to such Permitted Leasehold Mortgagee to secure the obligations under the loan secured by the applicable Permitted Leasehold Mortgage, and (ii) each Permitted Leasehold Mortgagee agrees that Landlord's liability to such Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against Landlord's interest in the Leased Property, and no recourse against Landlord shall be had against any other assets of Landlord whatsoever.

(m) Sale Procedure. If this Lease has been terminated, the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to

Section 17.1(b) hereof with the most senior lien on the Leasehold Estate shall have the right to make the determinations and agreements on behalf of Tenant under Article XXXVI, in each case, in accordance with and subject to the terms and provisions of Article XXXVI.

(n) Third Party Beneficiary. Each Permitted Leasehold Mortgagee (for so long as such Permitted Leasehold Mortgagee holds a Permitted Leasehold Mortgage) is an intended third-party beneficiary of this Article XVII entitled to enforce the same as if a party to this Lease.

(o) The fee title to the Leased Property and the Leasehold Estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

**17.2 Landlord Cooperation with Permitted Leasehold Mortgage.** If, in connection with granting any Permitted Leasehold Mortgage or entering into an agreement relating thereto, Tenant shall request in writing (i) reasonable cooperation from Landlord or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Permitted Leasehold Mortgagee, Landlord shall reasonably cooperate with such request, so long as (a) no Tenant Event of Default is continuing, (b) all reasonable documented out-of-pocket costs and expenses incurred by Landlord, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Tenant, and (c) any requested action, including any amendments or modification of this Lease, shall not (i) increase Landlord's monetary obligations under this Lease by more than a de minimis extent, or increase Landlord's non-monetary obligations under this Lease in any material respect or decrease Tenant's obligations in any material respect, (ii) diminish Landlord's rights under this Lease in any material respect, (iii) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, (iv) adversely impact Landlord's (or any Affiliate of Landlord's) tax treatment or position, (v) result in this Lease not constituting a "true lease", or (vi) result in a default under the Fee Mortgage Documents.

## ARTICLE XVIII

### TRANSFERS BY LANDLORD

**18.1 Transfers Generally.** Landlord may sell, assign, transfer or convey, without Tenant's consent, the entire Leased Property with respect to all of the Facilities hereunder or the Leased Property with respect to any individual Facility in each case, in whole (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) but not in part (unless in part due to a transaction in which multiple Affiliates of a single Person (collectively, "Affiliated Persons") will own the applicable Leased Property as tenants in common, but only if all such Landlord Affiliated Persons execute a joinder to either this Lease or the applicable Severance Lease, as applicable, as "Landlord", on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Tenant and Landlord) to a single transferee (such transferee, such tenants in common or any other permitted transferee of this Lease, in each case, an "Acquirer") and, in connection with such transaction, (a) if the



subject transaction involves a sale, assignment, transfer or conveyance of the entire Leased Property, this Lease shall be assigned to the applicable Acquirer such that the Acquirer shall become successor Landlord as if an original party to this Lease, and (b) if the subject transaction involves a sale, assignment, transfer or conveyance of the Leased Property with respect to an individual Facility (or several Facilities but not all Facilities), (A) this Lease shall remain in full force and effect with respect to the Facilities not transferred to the Acquirer, and (B) a Severance Lease (and a Severance MLSA), with the applicable Acquirer, shall be entered into with respect to the transferred Facility(ies) as described in Section 18.2 below. All Acquirers shall execute a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. If Landlord (including any permitted successor Landlord) shall convey the entire Leased Property or the Leased Property with respect to an individual Facility or Facilities in accordance with the terms of this Lease, other than as security for a debt, and the applicable Acquirer expressly assumes all obligations of Landlord arising after the date of the conveyance, Landlord shall thereupon be released from all future liabilities and obligations of Landlord under this Lease with respect to the transferred portion of the Leased Property arising or accruing from and after the date of such conveyance or other transfer and all such future liabilities and obligations relating to such transferred Leased Property shall thereupon be binding upon such applicable Acquirer. Without limitation of the preceding provisions of this Section 18.1, any or all of the following shall be freely permitted to occur: (i) any transfer of (a) the entire Leased Property or (b) the entire Leased Property with respect to an individual Facility to a Fee Mortgagee (in each case, subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) in accordance with the terms of this Lease (including any transfer of the direct or indirect equity interests in Landlord), which transfer may include, without limitation, a transfer by foreclosure brought by the Fee Mortgagee or a transfer by a deed in lieu of foreclosure, assignment in lieu of foreclosure or other transaction in lieu of foreclosure; (ii) a merger transaction or other similar disposition affecting Landlord REIT or a sale by Landlord REIT directly or indirectly involving the Leased Property (so long as (x) upon consummation of such transaction, all of the Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person (or multiple Affiliated Persons as tenants in common) and (y) such surviving Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder) (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord); (iii) a sale/leaseback transaction by Landlord with respect to all of the Leased Property pertaining to any Facility or Facilities (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) (provided (x) the overlandlord under the resulting overlease agrees that, in the event of a termination of such overlease, this Lease shall continue in effect as a direct lease between such overlandlord and Tenant and (y) the overlease shall not impose any new, additional or more onerous obligations on Tenant without Tenant's prior written consent in Tenant's sole discretion (and without limiting the generality of the foregoing, the overlease shall not impose any additional monetary obligations (whether for payment of rents under such overlease or otherwise) on Tenant), subject to and in accordance with all of the provisions, terms and conditions of this Lease; (iv) any sale of any indirect interest in the Leased Property in respect of any Facility or Facilities that does not change the identity of Landlord hereunder, including without limitation a participating interest in Landlord's (or the interest of the fee

owning entities comprising Landlord) interest under this Lease or a sale of Landlord's (or any such fee owning entity's or entities') reversionary interest in the Leased Property (or the applicable Leased Property pertaining to any individual Facility) so long as Landlord remains the only party with authority to bind the Landlord under this Lease, or (v) a sale or transfer to an Affiliate of Landlord or a joint venture entity in which any Affiliate of Landlord is the managing member or partner, so long as (x) upon consummation of such transaction, all of the Leased Property (or all of the Leased Property pertaining to an individual Facility) (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person or multiple Affiliated Persons as tenants in common and (y) such Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord. Notwithstanding anything to the contrary herein, Landlord shall not sell, assign, transfer or convey any Leased Property, or assign this Lease, to (I) a Tenant Prohibited Person (as defined in the MLSA), (II) a Manager Prohibited Person (as defined in the MLSA), or (III) any Person that is associated with a Person who has been found "unsuitable", denied a Gaming License or otherwise precluded from participation in the Gaming Industry by any Gaming Authority where such association may adversely affect, any of Tenant's or its Affiliates' Gaming Licenses or Tenant's or its Affiliates' then-current standing with any Gaming Authority. Any transfer by Landlord under this Article XVIII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such transfer shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained. Tenant shall attorn to and recognize any successor Landlord in connection with any transfer(s) permitted under this Article XVIII as Tenant's "landlord".

**18.2 Severance Leases.** In the event a fee owning Landlord entity desires to sell or otherwise transfer a Facility (in whole but not in part) to a third party or to an affiliate of Landlord, the Parties shall enter into a Severance Lease with respect to such Facility, in accordance with the following provisions:

(a) Landlord shall give Tenant not less than fifteen (15) days' advance written notice of a Severance Lease, and the applicable operating Tenant entity with respect to the applicable Leased Property (as set forth on Exhibit A) shall thereafter, within said fifteen (15)-day period (or such longer period of time as Landlord may require; it being understood that Landlord may delay or cancel the Severance Lease in the event that the underlying sale or transfer of a Facility is delayed or cancelled for any reason), execute, acknowledge and deliver a Severance Lease to the new owner of the applicable Facility for the remaining Term and on substantially the same terms and conditions as this Lease (except for appropriate adjustments (including to Exhibits and Schedules), including such adjustments as are described in this Article XVIII), and in any case no less favorable to Tenant than the terms and conditions of this Lease,.

(b) Rent payable under the Severance Lease at the time of the commencement of such Severance Lease shall be equal to the amount of the Rent Reduction Amount for the applicable Leased Property to be subject to such Severance Lease. Correspondingly, Rent payable hereunder shall be reduced by such Rent Reduction Amount.

(c) If the applicable operating Tenant entity with respect to such Leased Property to be subject to such Severance Lease is not listed on Exhibit A as a Tenant with respect to any Leased Property remaining subject to this Lease, then, upon such operating Tenant entity's execution of such Severance Lease, such operating Tenant entity shall be released from any and all liability and obligations with respect to this Lease accruing from and after such execution of such Severance Lease.

(d) Any Severance Lease shall contain minimum capital expenditure requirements regarding the applicable Facility leased pursuant to such Severance Lease that, in the aggregate (taken together with the Minimum Cap Ex Requirements under this Lease and the Other Leases, after taking into consideration applicable reductions of the Minimum Cap Ex Requirements under this Lease in the amount of the Minimum Cap Ex Reduction Amount), are no greater than the Minimum Cap Ex Requirements under this Lease and the Other Leases immediately prior to execution of the applicable Severance Lease.

(e) Tenant shall take such actions and execute and deliver such documents, including, without limitation, amended Memorandum(s) of Lease and, if requested by Landlord, an amendment to this Lease, as are reasonably necessary and appropriate to effectuate fully the provisions and intent of this Article XVIII, and as Landlord may reasonably request to evidence such removal of a Facility (or Facilities).

(f) Upon execution of a Severance Lease, the applicable parties shall enter into a corresponding Severance MLSA.

(g) All reasonable, documented out-of-pocket costs and expenses relating to a Severance Lease (including reasonable attorneys' fees and other reasonable, documented out-of-pocket costs incurred by Tenant or Guarantor for outside counsel, if any) shall be borne by Landlord and not Tenant.

(h) Landlord and Tenant shall cooperate with all applicable gaming authorities in all reasonable respects to facilitate all necessary regulatory reviews, approvals and/or authorizations with respect to the Severance Lease, in accordance with applicable Gaming Regulations. The execution and implementation of any Severance Lease shall be subject to obtaining all applicable approvals from the applicable Gaming Authorities.

**18.3 Permitted Property Sales.** Notwithstanding anything contained to the contrary herein, upon Landlord providing to Tenant not less than ten (10) days' advance written notice, Landlord may sell or otherwise convey to a third party, without Tenant's consent in each instance, any or all of the property identified on Schedule Z attached hereto. Upon such sale or conveyance, the applicable property shall no longer be considered Leased Property hereunder, but no reduction in Rent or the Minimum Cap Ex Requirements shall be applicable and no Severance Lease or corresponding Severance MLSA shall be applicable.

**18.4 Transfers to Tenant Competitors.** In the event that, and so long as, Landlord with respect to any Leased Property is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

(a) Without limitation of Section 23.1(c) of this Lease, Tenant shall not be required to deliver the information required to be delivered to such Landlord pursuant to Section 23.1(b) hereof to the extent the same would give such Landlord a “competitive” advantage with respect to markets in which such Landlord and Tenant or CEC might be competing at any time (it being understood that such Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s compliance with the terms of this Lease) (and such Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only such Landlord’s auditors (which for this purpose shall be a “big four” firm designated by such Landlord) and attorneys (as reasonably approved by Tenant) (and not Landlord or any Affiliates of such Landlord or any direct or indirect parent company of such Landlord or any Affiliate of such Landlord) are provided access to such information or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(b) Certain of Landlord’s consent or approval rights set forth in this Lease shall be eliminated or modified, as follows:

(i) Clause (vii) of the definition of Primary Intended Use shall be deleted, and clause (v) of the definition of Primary Intended Use shall be modified to read as follows: “(v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing or innovative or state-of-the-art hotel, resort and gaming industry use, and/or”.

(ii) Without limitation of the other provisions of Section 10.1(a), the approval of Landlord shall not be required under (1) Section 10.1(a)(1) for Alterations and Capital Improvements in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), and (2) Section 10.2(b) for approval of the Architect thereunder.

(c) With respect to all consent, approval and decision-making rights granted to such Landlord under the Lease relating to competitively sensitive matters pertaining to the use and operation of the Leased Property and Tenant’s business conducted thereat (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Lease), such Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from such Landlord’s management or Board of Directors. Any dispute over whether a particular decision should be determined by such independent committee shall be submitted for resolution by an Expert pursuant to Section 34.2 hereof.

Tenant acknowledges and agrees that (x) as of the Commencement Date, Joliet Partner is a minority interest holder in the landlord under the Joliet Lease and does not Control such landlord; and (y) for so long as the circumstances in clause (x) continue and the Joliet Partner continues to own no more than twenty percent (20%) of the interest in such landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

## ARTICLE XIX

### HOLDING OVER

If Tenant shall for any reason remain in possession of all or any portion of the Leased Property after the Expiration Date without the consent, or other than at the request, of Landlord, such possession shall be as a month-to-month tenant during which time Tenant shall pay as Rent each month an amount equal to (a) the sum of (x) two hundred percent (200%) of the monthly installment of Rent allocable to the portion of the Leased Property in which Tenant remains in possession as of the Expiration Date, plus (y) one hundred twenty-five percent (125%) of the monthly installment of Rent allocable to the balance of the Leased Property (in which Tenant does not remain in possession) applicable as of the Expiration Date, and (b) all Additional Charges and all other sums payable by Tenant pursuant to this Lease. During such period of month-to-month tenancy, Tenant shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder other than the right, to the extent given by law to month-to-month tenancies, to continue its occupancy and use of such portion of the Leased Property associated therewith. Nothing contained herein shall constitute the consent, express or implied, of Landlord to the holding over of Tenant after the Expiration Date. This Article XIX is subject to Tenant's rights and obligations under Article XXXVI below, and it is understood and agreed that any possession of the Leased Property after the Expiration Date pursuant to such Article XXXVI shall not constitute a hold over subject to this Article XIX.

## ARTICLE XX

### RISK OF LOSS

The risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property or any part thereof as a consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Landlord and Persons claiming from, through or under Landlord) during the Term is assumed by Tenant, and except as otherwise expressly provided herein no such event shall entitle Tenant to any abatement of Rent.

## ARTICLE XXI

### INDEMNIFICATION

#### **21.1 General Indemnification.**

(i) In addition to the other indemnities contained herein, and notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Tenant shall protect, indemnify, save harmless and defend Landlord and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "Landlord Indemnified Parties"; each individually, a "Landlord Indemnified Party"), from and against all liabilities, obligations, claims, damages,

penalties, causes of action, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against the Landlord Indemnified Parties (excluding any indirect, special, punitive or consequential damages as provided in Section 41.3) by reason of any of the following (in each case, other than to the extent resulting from Landlord's gross negligence or willful misconduct or default hereunder or the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise)): (i) any accident, injury to or death of Persons or loss of or damage to property occurring on or about any Facility (or any part thereof) or adjoining sidewalks under the control of Tenant or any Subtenant; (ii) any use, misuse, non-use, condition, maintenance or repair by Tenant of any Facility (or any part thereof); (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) any claim for malpractice, negligence or misconduct committed by Tenant or any Person on or from any Facility (or any part thereof); (v) the violation by Tenant of any Legal Requirement (including any Gaming Regulations) or Insurance Requirements; (vi) the non-performance of any contractual obligation, express or implied, assumed or undertaken by Tenant with respect to any Facility (or any portion thereof) or any business or other activity carried on in relation to any Facility (or any part thereof) by Tenant; (vii) any lien or claim that may be asserted against any Facility (or any part thereof) arising from any failure by Tenant to perform its obligations hereunder or under any instrument or agreement affecting any Facility (or any part thereof); and (viii) any third-party claim asserted against Landlord as a result of Landlord being a party to the MLSA or arising from Tenant's or Manager's or CEC's failure to perform their respective obligations under the MLSA, in each case so long as such claim does not result from Landlord's actions. Any amounts which become payable by Tenant under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Tenant, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Landlord Indemnified Parties. For purposes of this Article XXI, any acts or omissions of Tenant or any Subtenant or any Subsidiary, as applicable, or by employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of Tenant or any Subtenant or any Subsidiary, as applicable (including, without limitation, Manager or anyone acting by, through or on behalf of Manager) (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

(ii) Notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Landlord shall protect, indemnify, save harmless and defend Tenant and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "Tenant Indemnified Parties"; each individually, a "Tenant Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against the Tenant Indemnified Parties (excluding any indirect, special, punitive

or consequential damages as provided in Section 41.3) by reason of (A) Landlord's gross negligence or willful misconduct hereunder, other than to the extent resulting from Tenant's gross negligence or willful misconduct or default hereunder, and (B) the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise). Any amounts which become payable by Landlord under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Landlord, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Tenant Indemnified Parties. For purposes of this Article XXI, any acts or omissions of Landlord, or by employees, agents, contractors, subcontractors or others acting for or on behalf of Landlord (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Landlord.

## **21.2 Encroachments, Restrictions, Mineral Leases, etc.**

If any of the Leased Improvements shall encroach upon any property, street or right-of-way, or shall violate any restrictive covenant or other similar agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, or the use of the Leased Property or any portion thereof is impaired, limited or interfered with by reason of the exercise of the right of surface entry or any other provision of a lease or reservation of any oil, gas, water or other minerals, then, promptly upon the request of Landlord or any Person affected by any such encroachment, violation or impairment (collectively, a "Title Violation"), Tenant, subject to its right to contest the existence of any such encroachment, violation or impairment to the extent provided in this Lease, and without limitation of any of Tenant's obligations otherwise set forth in this Lease (to the extent applicable), shall (i) in the case of any third party claims (excluding for the avoidance of doubt those made by Affiliates of Landlord) based on or resulting from such Title Violation, protect, indemnify, save harmless and defend the Landlord Indemnified Parties from and against, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable documented attorneys', consultants' and experts' fees and expenses) based on or arising by reason of any such third party claim based on or resulting from such Title Violation; provided, however, that Tenant shall be required to so protect, indemnify, save harmless and defend the Landlord Indemnified Parties only to the extent that the proceeds from Landlord's title insurance policies are not sufficient to cover such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (it being understood that if Tenant pays any such amounts that are contemplated hereunder to be covered by Landlord's title insurance policies, then Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord's out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however,

Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith) and (ii) to the extent that no third party makes a claim with respect to such Title Violation, Landlord shall not require Tenant to cure any of the foregoing matters unless it would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and in the event Tenant so cures any such matters, (A) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of such cure (after giving effect to such title insurance proceeds), and (B) Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord's out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however, Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith. In the event of an adverse final determination with respect to any such encroachment, violation or impairment, (a) either of Tenant or Landlord shall obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, or (b) Tenant shall make such changes in the Leased Improvements, and take such other actions, in each case reasonably acceptable to Landlord, as Tenant in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and in any event take all such actions as may be necessary in order to be able to continue the operation of the applicable portion of the Leased Property for the Primary Intended Use substantially in the manner and to the extent the applicable portion of the Leased Property was operated prior to the assertion of such encroachment, violation or impairment; provided that, (i) unless required under an adverse final determination of a claim brought by a third party other than Landlord or any Affiliate of Landlord, Tenant shall not be required to obtain any such waivers or settlements, make any such changes or take any such other actions unless such encroachment, violation or impairment otherwise would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and (ii) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of obtaining such waivers or settlements, making any such changes or taking any such other actions. Tenant's obligations under this Section 21.2 shall be in addition to and shall in no way discharge or diminish any obligation of any insurer under any policy of title or other insurance and, to the extent of any recovery under any title insurance policy, Tenant shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of any sums recovered by Landlord under any such policy of title or other insurance (net of Landlord's out-of-pocket costs incurred in seeking such recovery) up to the maximum amount paid by Tenant in accordance with this Section 21.2 and Landlord, upon request by Tenant, shall pay over to Tenant the applicable portion of such sum paid to Landlord in recovery on such claim. Landlord agrees to use reasonable efforts to seek recovery under any policy of title or other insurance under which Landlord is an insured party for all losses, liabilities, obligations,



claims, damages, penalties, causes of action, costs and expenses (including reasonable documented attorneys', consultants' and experts' fees and expenses) based on or arising by reason of any such encroachment, violation or impairment as set forth in this Section 21.2; provided, however, that in no event shall Landlord be obligated to institute any litigation, arbitration or other legal proceedings in connection therewith unless Landlord is reasonably satisfied that Tenant has the financial resources needed to fund all or fifty percent (50%) (as applicable) of the expenses of such litigation and Tenant and Landlord have agreed upon the terms and conditions on which such funding will be made available by Tenant, including, but not limited to, the mutual approval of a litigation budget.

## ARTICLE XXII

### TRANSFERS BY TENANT

**22.1 Subletting and Assignment.** Other than as expressly provided herein (including in respect of Permitted Leasehold Mortgages under Article XVII, and the permitted Subleases and assignments described in this Article XXII), Tenant shall not, without Landlord's prior written consent (which, except as specifically set forth herein, may be withheld in Landlord's sole and absolute discretion), (w) voluntarily or by operation of law assign (which term includes any transfer, sale, encumbering, pledge or other transfer or hypothecation), directly or indirectly, in whole or in part, this Lease or Tenant's Leasehold Estate, (x) let or sublet (or sub-sublet, as applicable) all or any part of any Facility, or (y) other than in accordance with the express terms of the MLSA, replace Manager or another wholly-owned subsidiary of CEC as Manager under the MLSA (other than with another wholly-owned subsidiary of CEC). Tenant acknowledges that Landlord is relying upon the expertise of Tenant in the operation (and of Manager or such other Affiliate of CEC in the management) of the Facilities hereunder and that Landlord entered into this Lease with the expectation that Tenant would remain in and operate (and Manager or such other Affiliate of CEC would manage) the Facilities during the entire Term. Any Change of Control (or, subject to Section 22.2 below, any transfer of direct or indirect interests in Tenant that results in a Change of Control) shall constitute an assignment of Tenant's interest in this Lease within the meaning of this Article XXII and the provisions requiring consent contained herein shall apply thereto. Notwithstanding anything set forth herein, except as expressly provided in Section 22.2(i) or in Article XI of the MLSA, no assignment or direct or indirect transfer of any nature (whether or not permitted hereunder) shall have the effect of releasing Tenant, Guarantor or Manager from their respective obligations under the MLSA.

**22.2 Permitted Assignments and Transfers.** Subject to compliance with the provisions of Section 22.4, as applicable, and Article XL, Tenant (or a third-party as applicable to the extent expressly referenced below), without the consent of Landlord, may:

(i) (a) subject to and in accordance with Section 17.1, assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant), in whole, but not in part, to a Permitted Leasehold Mortgagee for collateral purposes pursuant to a Permitted Leasehold Mortgage, (b) assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant) to such Permitted Leasehold Mortgagee, its Permitted Leasehold Mortgagee Designee or any other purchaser following any foreclosure or transaction in lieu of foreclosure of the Permitted Leasehold Mortgage, and

(c) assign this Lease (and/or direct or indirect interests in Tenant) to any subsequent purchaser thereafter (provided such subsequent purchaser is not CEC, any Affiliate of CEC or any other Prohibited Leasehold Agent), in each case, solely in connection with or following a foreclosure of, or transaction in lieu of foreclosure of, a Permitted Leasehold Mortgage; provided, however, that immediately upon giving effect to any Lease Foreclosure Transaction, (1) subject to the last sentence of this Section 22.2, at the option of Foreclosure Successor Tenant, either of the following conditions (A) or (B) shall be satisfied (the “Tenant Transferee Requirement”): (A) (x) a Qualified Transferee will be the replacement Tenant hereunder or will Control, and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in, Tenant or such replacement Tenant, (y) a replacement lease guarantor that is a Qualified Replacement Guarantor will have provided a Replacement Guaranty of the Lease, and (z) the Leased Property shall be managed pursuant to a Replacement Management Agreement by a Qualified Replacement Manager or a manager that is expressly approved in writing by Landlord or (B) (x) a transferee that satisfies the requirements set forth in clauses (b) through (i) in the definition of Qualified Transferee will be the replacement Tenant or will Control and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in Tenant, (y) the Lease shall continue to be guaranteed by Guarantor under the MLSA (unless Landlord previously expressly consented in writing to the termination of the MLSA) (it being understood that in any event under this clause (B) Guarantor’s obligations under the MLSA shall continue in full force and effect, without any reduction or impairment whatsoever, and without the need to reaffirm the same), and (z) the Property shall be managed by the Manager (or a replacement manager previously appointed by Landlord following a Termination for Cause (as defined under the MLSA)) under the MLSA (or a replacement management agreement previously approved by Landlord); (2) the transferee and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) and all other licenses, approvals, and permits required for such transferee to be Tenant under this Lease; (3) the transferee and its equity holders will comply with all customary “know your customer” requirements of any Fee Mortgagee; (4) a single Person or multiple Affiliated Persons as tenants in common (each of which satisfy the Tenant Transferee Requirement) (provided such Affiliated Persons have executed a joinder to this Lease as the “Tenant” on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Landlord) shall own, directly, all of Tenant’s Leasehold Estate and be Tenant under this Lease; and (5) the Foreclosure Successor Tenant shall (i) provide written notice to Landlord at least thirty (30) days prior to the closing of the applicable Lease Foreclosure Transaction, specifying in reasonable detail the nature of such Lease Foreclosure Transaction and such additional information as Landlord may reasonably request in order to determine that the requirements of this Section 22.2(i) are satisfied, which notice shall be accompanied by proposed forms of the Lease Assumption Agreement, the amendment to this Lease contemplated by the penultimate paragraph of this Section 22.2, and if clause (1)(A) applies, the forms of proposed Replacement Guaranty and Replacement Management Agreement, (ii) assume (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, cause Tenant to reaffirm) in writing (in a form reasonably acceptable to Landlord) the obligations of Tenant under this Lease, the MLSA (to the extent the

Property shall continue to be managed by the Manager under the MLSA), and all applicable Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the closing of the Lease Foreclosure Transaction (a "Lease Assumption Agreement"), (iii) provide Landlord with a copy of any such Lease Assumption Agreement and all other documents required under this Section 22.2(i) as executed at such closing promptly following such closing and (iv) provide Landlord with a customary opinion of counsel reasonably satisfactory to Landlord with respect to the execution, authorization, and enforceability and other customary matters;

(ii) upon prior written notice to Landlord, assign this Lease in entirety to an Affiliate of Tenant, to CEC or an Affiliate of CEC, provided, that such assignee becomes party to and assumes (in a form reasonably satisfactory to Landlord) this Lease, the MLSA and all applicable Lease/MLSA Related Agreements to which Tenant is a party (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Lease, the MLSA or any of the other Lease/MLSA Related Agreements);

(iii) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) on a nationally-recognized exchange; provided, however, that, in the event of a Change of Control of CEC, then the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facilities (taken as a whole with the Joliet Facility) must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days' prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (iii) (to the extent in Tenant's possession or reasonable control, and subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Leased Property will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply));

(iv) transfer any direct or indirect interests in Tenant so long as a Change of Control does not result, provided Landlord shall be given prior written notice of any transfer of ten percent (10%) or more (in the aggregate) direct or indirect ownership interest in Tenant of which transfer Tenant or CEC has actual knowledge other than any such transfer on a nationally recognized exchange;

(v) transfer direct or indirect interests in CEC; provided, however, that in the event of a Change of Control of CEC, the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facilities (taken as a whole with the Joliet Facility) must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days' prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of

CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (v) (to the extent in Tenant's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Leased Property will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply)); and/or

(vi) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) in connection with a transfer of all of the assets (other than assets which in the aggregate are de minimis) of CEC; provided, that all requirements of Section 11.3.3 of the MLSA in connection with a Substantial Transfer (as defined in the MLSA) of CEC shall have been complied with in all respects; provided, however, that CEC shall not be released from its obligations under the MLSA and the applicable transferee shall assume, jointly and severally with CEC (in a form reasonably satisfactory to Landlord), all of CEC's obligations under the MLSA.

In connection with any transaction permitted pursuant to Section 22.2(i), the applicable Successor Foreclosure Tenant and Landlord shall make such amendments and other modifications to this Lease as are reasonably requested by either such party as needed to give effect to such transaction and such technical amendments as may be reasonably necessary or appropriate in connection with such transaction including technical changes in the provisions of this Lease regarding delivery of Financial Statements from Tenant and CEC to reflect the changed circumstances of Tenant, any interest holders in Tenant or Guarantor (provided, that, in all events, any such amendments or modifications shall not increase any Party's monetary obligations under this Lease by more than a de minimis extent or any Party's non-monetary obligations under this Lease in any material respect or diminish any Party's rights under this Lease in any material respect; provided, further, it is understood that delivery by any applicable Qualified Replacement Guarantor or parent of a replacement Tenant of Financial Statements and other reporting consistent with the requirements of Article XXIII hereof shall not be deemed to increase Tenant's obligations or decrease Tenant's rights under this Lease). After giving effect to any such transaction, unless the context otherwise requires, references to Tenant shall be deemed to refer to the Successor Foreclosure Tenant permitted under this Section 22.2.

Notwithstanding anything otherwise contained in this Lease, Landlord and Tenant acknowledge that Landlord entered into this Lease with the expectation that the Leased Property and the Other Leased Property would be under common management by the Manager pursuant to the MLSA and the Other MLSA, respectively. Accordingly, absent Landlord's express written consent, no assignment or other transfer shall be permitted under Section 22.2(i)(1)(A) or Section 22.2(i)(1)(B) unless, upon giving effect to such assignment or other transfer, (i) unless the Manager of the Leased Property or the manager of the Other Leased Property has been terminated pursuant to a Termination for Cause under and as defined in the MLSA or applicable Other MLSA, the manager of the Leased Property is the same Person (or an Affiliate of such Person) that is then managing the Other Leased Property, (ii) the Leased Property continues to be operated under the Property Specific IP, and (iii) so long as the Leased Property is managed by Manager or any other Affiliate of CEC, the Leased Property continues to be granted access to the System-wide IP at least consistent with the access granted to the Leased Property prior to any such assignment or other transfer.

Notwithstanding anything to the contrary herein, any transfer of Tenant's interest in this Lease or the Leasehold Estate shall be subject to compliance with all Gaming Regulations, including receipt of all applicable Gaming Licenses and shall not result in the loss or violation of any Gaming License for the Leased Property.

**22.3 Permitted Sublease Agreements.** Notwithstanding the provisions of Section 22.1, but subject to compliance with the provisions of this Section 22.3 and of Section 22.4 and Article XL, provided that no Tenant Event of Default shall have occurred and be continuing, Tenant may enter into any Sublease (including sub-subleases, license agreements and other occupancy arrangements, but excluding any Sublease for all or substantially all of the Leased Property) without the consent of Landlord, provided, that, (i) Tenant is not released from any of its obligations under this Lease, (ii) such Sublease is made for bona fide business purposes in the normal course of the Primary Intended Use, and is not designed with the intent to avoid payment of Variable Rent or otherwise avoid any of the requirements or provisions of this Lease, (iii) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new Lease of the Leased Property with a third Person following the Expiration Date, (iv) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of the Facility, including any Gaming Facilities, (v) any Sublease of all or substantially all of any Facility shall be subject to the consent of Landlord and the applicable Fee Mortgagee, and (vi) the Subtenant and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) in connection with such Sublease; provided, further, that, notwithstanding anything otherwise set forth herein, the following are expressly permitted without such consent: (A) the Specified Subleases and any renewals or extensions in accordance with their terms, respectively, or non-material modifications thereto and (B) any Subleases to Affiliates of Tenant that are necessary or appropriate for the operation of the Facility, including any Gaming Facilities, in connection with licensing requirements (e.g., gaming, liquor, etc.) (provided the same are expressly subject and subordinate to this Lease); provided, further, however, that, notwithstanding anything otherwise set forth herein, the portion(s) of the Leased Property subject to any Subleases (other than the Specified Subleases and other than Subleases to Affiliates of CEC) shall not be used for Gaming purposes or other core functions or spaces at any Facility (e.g., hotel room areas) (and any such Subleases to persons that are not Affiliates of CEC in respect of Leased Property used or to be used in whole or in part for Gaming purposes or other core functions or spaces (e.g., hotel room areas) shall be subject to Landlord's prior written consent not to be unreasonably withheld). If reasonably requested by Tenant in respect of a Subtenant (including any sub-sublessee, as applicable) permitted hereunder that is neither a Subsidiary nor an Affiliate of Tenant or Guarantor, with respect to a Material Sublease, Landlord and any such Subtenant (or sub-sublessee, as applicable) shall enter into a subordination, non-disturbance and attornment agreement with respect to such Material Sublease in a form reasonably satisfactory to Landlord, Tenant and the applicable Subtenant (or sub-sublessee, as applicable) (and if a Fee Mortgage is then in effect, Landlord shall use reasonable efforts to seek to cause the Fee Mortgagee to enter into a subordination, non-disturbance and attornment agreement substantially in the form customarily entered into by such Fee Mortgagee at the time of request with similar subtenants (subject to adjustments and modifications arising out of the

specific nature and terms of this Lease and/or the applicable Sublease)). After a Tenant Event of Default has occurred and while it is continuing, Landlord may collect rents from any Subtenant and apply the net amount collected to the Rent, but no such collection shall be deemed (A) a waiver by Landlord of any of the provisions of this Lease, (B) the acceptance by Landlord of such Subtenant as a tenant or (C) a release of Tenant from the future performance of its obligations hereunder. Notwithstanding anything otherwise set forth herein, Landlord shall have no obligation to enter into a subordination, non-disturbance and attornment agreement with any Subtenant with respect to a Sublease, (1) the term of which extends beyond the then Stated Expiration of this Lease, unless the applicable Sublease is on commercially reasonable terms at the time in question taking into consideration, among other things, the identity of the Subtenant, the extent of the Subtenant's investment into the subleased space, the term of such Sublease and Landlord's interest in such space (including the resulting impact on Landlord's ability to lease any Facility on commercially reasonable terms after the Term of this Lease) or (2) that constitutes a management arrangement. Tenant shall furnish Landlord with a copy of each Material Sublease that Tenant enters into promptly following the making thereof (irrespective of whether Landlord's prior approval was required therefor). In addition, promptly following Landlord's request therefor, Tenant shall furnish to Landlord (to the extent in Tenant's possession or under Tenant's reasonable control) copies of all other Subleases with respect to any Facility specified by Landlord. Without limitation of the foregoing, Tenant acknowledges it has furnished to Landlord a subordination agreement of even date herewith that is binding on all Subtenants that are Subsidiaries or Affiliates of Tenant or Guarantor, pursuant to which subordination agreement, among other things, all such Subtenants have subordinated their respective Subleases to this Lease and all of the provisions, terms and conditions hereof. Further, Tenant hereby represents and warrants to Landlord that as of the effective date of the Lease, there exists no Sublease other than the Specified Subleases.

**22.4 Required Subletting and Assignment Provisions.** Any Sublease permitted hereunder and entered into after the Commencement Date must provide that:

- (i) the use of the Leased Property (or portion thereof) thereunder shall not conflict with any Legal Requirement or any other provision of this Lease;
- (ii) in the case of a Sublease, in the event of cancellation or termination of this Lease for any reason whatsoever or of the surrender of this Lease (whether voluntary, involuntary or by operation of law) prior to the expiration date of such Sublease, including extensions and renewals granted thereunder without replacement of this Lease by a New Lease pursuant to Section 17.1(f), then, subject to Article XXXVI, (a) upon the request of Landlord (in Landlord's discretion), the Subtenant shall make full and complete attornment to Landlord for the balance of the term of the Sublease, which attornment shall be evidenced by an agreement in form and substance reasonably satisfactory to Landlord and which the Subtenant shall execute and deliver within five (5) days after request by Landlord and the Subtenant shall waive the provisions of any law now or hereafter in effect which may give the Subtenant any right of election to terminate the Sublease or to surrender possession in the event any proceeding is brought by Landlord to terminate this Lease and (b) to the extent such Subtenant (and each subsequent subtenant separately permitted hereunder) is required to attorn to Landlord pursuant to subclause (a) above, the aforementioned attornment

agreement shall recognize the right of the subtenant (and such subsequent subtenant) under the applicable Sublease and contain commercially reasonable, customary non-disturbance provisions for the benefit of such subtenant, so long as such Subtenant is not in default thereunder; and

(iii) in the case of a Sublease, in the event the Subtenant receives a written notice from Landlord stating that this Lease has been cancelled, surrendered or terminated and not replaced by a New Lease pursuant to Section 17.1(f), then the Subtenant shall thereafter be obligated to pay all rentals accruing under said Sublease directly to Landlord (or as Landlord shall so direct); all rentals received from the Subtenant by Landlord shall be credited against the amounts owing by Tenant under this Lease.

(iv) in the case of a Sublease (other than the Specified Subleases), it shall be subject and subordinate to all of the terms and conditions of this Lease (subject to the terms of any applicable subordination, non-disturbance agreement made pursuant to Section 22.3);

(v) no Subtenant shall be permitted to further sublet all or any part of the applicable Leased Property or assign its Sublease except insofar as the same would be permitted if it were a Sublease by Tenant under this Lease (it being understood that any Subtenant under Section 22.3 may pledge and mortgage its subleasehold estate (or allow the pledge of its equity interests) to its lenders or noteholders; and

(vi) in the case of a Sublease, the Subtenant thereunder will, upon request, furnish to Landlord and each Fee Mortgagee an estoppel certificate of the same type and kind as is required of Tenant pursuant to Section 23.1(a) hereof (as if such Sublease was this Lease).

Any assignment of the Leased Property permitted hereunder and entered into after the Commencement Date must provide that all of Tenant's rights in, to and under Property Specific IP and Property Specific Guest Data and, in the case of an assignment where the Leased Property continues to be managed by Manager or any other Affiliate of CEC, System-wide IP, shall also be assigned to the applicable assignee, in each case, to the fullest extent applicable.

Any assignment, transfer or Sublease under this Article XXII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such assignment, transfer or Sublease shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained.

**22.5 Costs.** Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket costs and expenses actually incurred in conjunction with the processing and documentation of any assignment, subletting or management arrangement (including in connection with any request for a subordination, non-disturbance and attornment agreement), including reasonable documented attorneys', architects', engineers' or other consultants' fees whether or not such Sublease, assignment or management agreement is actually consummated.

**22.6 No Release of Tenant's Obligations; Exception.** No assignment, subletting or management agreement shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) stipulation which extends the time within which an obligation under this Lease is to be performed, (ii) waiver of the performance of an obligation required under this Lease that is not entered into by Landlord in a writing executed by Landlord and expressly stated to be for the benefit of Tenant or such successor, or (iii) failure to enforce any of the obligations set forth in this Lease *provided* that Tenant shall not be responsible for any additional obligations or liability arising as the result of any modification or amendment of this Lease by Landlord and any assignee of Tenant that is not an Affiliate of Tenant.

**22.7 Bookings.** Tenant may enter into any Bookings that do not cover periods after the expiration of the term of this Lease without the consent of Landlord. Tenant may enter into any Bookings that cover periods after the expiration of the term of this Lease without the consent of Landlord, provided, that, (i) such transaction is in each case made for bona fide business purposes in the normal course of the Primary Intended Use; (ii) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of any Facility, including any Gaming Facilities, (iii) such Bookings are on commercially reasonable terms at the time entered into; and (iv) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new lease of the Leased Property or any portion thereof with a third person following the Expiration Date; provided, further, that, notwithstanding anything otherwise set forth herein, any such Bookings in effect as of the Commencement Date are expressly permitted without such consent. Landlord hereby agrees that in the event of a termination or expiration of this Lease, Landlord hereby recognizes and shall keep in effect such Booking on the terms agreed to by Tenant with such Person and shall not disturb such Person's rights to occupy such portion of the Leased Property in accordance with the terms of such Booking.

**22.8 Merger of CEOC.** The Parties acknowledge that, immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, Landlord consents to such merger.

## ARTICLE XXIII

### REPORTING

#### **23.1 Estoppel Certificates and Financial Statements.**

(a) Estoppel Certificate. Each of Landlord and Tenant shall, at any time and from time to time upon receipt of not less than ten (10) Business Days' prior written request from the other Party, furnish a certificate (an "Estoppel Certificate") certifying (i) that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect and, if applicable, setting forth any modifications; (ii) the Rent and Additional Charges payable



hereunder and the dates to which the Rent and Additional Charges payable have been paid; (iii) that the address for notices to be sent to the Party furnishing such Estoppel Certificate is as set forth in this Lease (or, if such address for notices has changed, the correct address for notices to such party); (iv) whether or not, to its actual knowledge, such Party or the other Party is in default in the performance of any covenant, agreement or condition contained in this Lease (together with back-up calculation and information reasonably necessary to support such determination) and, if so, specifying each such default of which such Party may have knowledge; (v) that Tenant is in possession of the Leased Property; and (vi) responses to such other questions or statements of fact as such other Party may reasonably request. Any such Estoppel Certificate may be relied upon by the receiving Party and any current or prospective Fee Mortgagee (and their successors and assigns), Permitted Leasehold Mortgagee, or purchaser of the Leased Property, as applicable.

(b) Statements. Tenant shall furnish or cause to be furnished the following to Landlord:

(i) On or before twenty-five (25) days after the end of each calendar month the following items as they pertain to each SPE Tenant: (A) an occupancy report for the subject month, including an average daily rate and revenue per available room for the subject month; (B) monthly and year-to-date operating statements prepared for each calendar month, noting gross revenue, net revenue, operating expenses and operating income (not including any contributions to any FF&E Reserve), and other information reasonably necessary and sufficient to fairly represent the financial position and results of operations of each SPE Tenant during such calendar month, and containing a comparison of budgeted income and expenses and the actual income and expenses, and (C) PACE reports (but only for the SPE Tenants associated with the current Harrah's Lake Tahoe, Harvey's Lake Tahoe, Caesars Atlantic City and Bally's Atlantic City and Schiff Parcel property locations as set forth in Exhibit A), in the form attached hereto as Exhibit I.

(ii) As to CEOC:

(a) annual financial statements audited by CEOC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with (1) a report thereon by such Accountant which report shall be unqualified as to scope of audit of CEOC and its Subsidiaries and shall provide in substance that (A) such Financial Statements present fairly the consolidated financial position of CEOC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (B) that the audit by such Accountant in connection with such Financial Statements has been made in accordance with GAAP and (2) a certificate, executed by the chief financial officer or treasurer of CEOC certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, all of which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);

(b) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with a certificate, executed by the chief financial officer or treasurer of CEOC (A) certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, and (B) certifying that such Financial Statements fairly present, in all material respects, the financial position and results of operations of CEOC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes), all of which shall be provided (x) within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending March 31, 2018); and

(c) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT, in each case of clause (i), (ii) and (iii), subject to Section 23.1(c) below.

(iii) As to CEC:

(a) annual financial statements audited by CEC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEC, including the report thereon by such Accountant which shall be unqualified as to scope of audit of CEC and its Subsidiaries and shall provide in substance that (a) such consolidated financial statements present fairly the consolidated financial position of CEC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (b) that the audit by CEC's Accountant in connection with such Financial Statements has been made in accordance with GAAP, which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);

(b) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEC, together with a certificate, executed by the chief financial officer or treasurer of CEC certifying that such Financial Statements fairly present, in all material

respects, the financial position and results of operations of CEC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) which shall be provided within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending September 30, 2017);

(c) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT subject to Section 23.1(c) below;

(iv) As soon as it is prepared and in no event later than sixty (60) days after the end of each Fiscal Year, a statement of Net Revenue with respect to each Facility with respect to the prior Lease Year (subject to the additional requirements as provided in Section 3.2 hereof in respect of the periodic determination of the Variable Rent hereunder);

(v) Prompt Notice to Landlord of any action, proposal or investigation by any agency or entity, or complaint to such agency or entity (any of which is called a "Proceeding"), known to Tenant, the result of which Proceeding would reasonably be expected to be to revoke or suspend or terminate or modify in a way adverse to Tenant, or fail to renew or fully continue in effect, (x) any Gaming License, or (y) any other license or certificate or operating authority pursuant to which Tenant carries on any part of the Primary Intended Use of all or any portion of the Leased Property which, in any case under this clause (y) (individually or collectively), would be reasonably expected to cause a material adverse effect on Tenant or in respect of each Facility (and, without limitation, Tenant shall (A) keep Landlord apprised of (1) the status of any annual or other periodic Gaming License renewals, and (2) the status of non-routine matters before any applicable gaming authorities, and (B) promptly deliver to Landlord copies of any and all non-routine notices received (or sent) by Tenant (or Manager) from (or to) any Gaming Authorities);

(vi) Within ten (10) Business Days after the end of each calendar month, a schedule containing any additions to or retirements of any fixed assets constituting Leased Property, describing such assets in summary form, their location, historical cost, the amount of depreciation and any improvements thereto, substantially in the form attached hereto as Exhibit D, and such additional customary and reasonable financial information with respect to such fixed assets constituting Leased Property as is

reasonably requested by Landlord, it being understood that Tenant may classify any asset additions in accordance with the fixed asset methodology for propco-opco separation used as of the Commencement Date;

(vii) Within three (3) Business Days of obtaining actual knowledge of the occurrence of a Tenant Event of Default (or of the occurrence of any facts or circumstances which, with the giving of notice or the passage of time would ripen into a Tenant Event of Default and that (individually or collectively would be reasonably expected to result in a material adverse effect on Tenant or in respect of each Facility), a written notice to Landlord regarding the same, which notice shall include a detailed description of the Tenant Event of Default (or such facts or circumstances) and the actions Tenant has taken or shall take, if any, to remedy such Tenant Event of Default (or such facts or circumstances);

(viii) Such additional customary and reasonable financial information related to the Facility, Tenant, CEOC, CEC and their Affiliates which shall be limited to balance sheets and income statements, (and, without limitation, all information concerning Tenant, CEOC, CEC and any of their Affiliates, respectively, or the Facility or the business of Tenant conducted thereat required pursuant to the Fee Mortgage Documents, within the applicable timeframes required thereunder) as may be required by any Fee Mortgagee as an Additional Fee Mortgagee Requirement hereunder to the extent required by Section 31.3, in each case;

(ix) The compliance certificates, as and when required pursuant to Section 4.3; and

(x) The Annual Capital Budget as and when required in Section 10.5.

(xi) The monthly revenue and Capital Expenditure reporting required pursuant to Section 10.5(b);

(xii) Together with the monthly reporting required pursuant to the preceding clause (xi), an updated rent roll and a summary of all leasing activity then taking place at each Facility;

(xiii) Operating budget for each SPE Tenant for each Fiscal Year, which shall be delivered to Landlord no later than fifty-five (55) days following the commencement of the Fiscal Year to which such operating budget relates;

(xiv) Within five (5) Business Days after request (or as soon thereafter as may be reasonably possible), such further detailed information reasonably available to Tenant with respect to each SPE Tenant as may be reasonably requested by Landlord;

(xv) The quarterly reporting in respect of Bookings required pursuant to Section 22.7 of this Lease;

(xvi) The reporting/copies of Subleases made by Tenant in accordance with Section 22.3;

- (xvii) Any notices or reporting required pursuant to Article XXXII hereof or otherwise pursuant to any other provision of this Lease; and
- (xviii) The monthly reporting required pursuant to Section 4.1 hereof.

The Financial Statements provided pursuant to Section 23.1(b)(iii) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Landlord, PropCo 1, PropCo or Landlord REIT to (x) file such Financial Statements with the SEC if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.2(b).

(c) Notwithstanding the foregoing, Tenant shall not be obligated (1) to provide information or assistance that would give Landlord or its Affiliates a “competitive” advantage with respect to markets in which Landlord REIT and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s compliance with the terms of this Lease (and Landlord, PropCo 1, PropCo or Landlord REIT shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only Landlord’s auditors and attorneys (and not Landlord or Landlord REIT or any other direct or indirect parent company of Landlord) are provided access to such information) or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(d) For purposes of this Section 23.1, the terms “CEC”, “CEOC”, “PropCo 1”, “PropCo” and “Landlord REIT” shall mean, in each instance, each of such parties and their respective successors and permitted assigns.

### **23.2 SEC Filings; Offering Information.**

(a) Tenant specifically agrees that Landlord, PropCo 1, PropCo or Landlord REIT may file with the SEC or incorporate by reference the Financial Statements referred to in Section 23.1(b)(ii) and (iii) (and Financial Statements referred to in Section 23.1(b)(ii) and (iii) for any prior annual or quarterly periods as required by any Legal Requirements) in Landlord’s, PropCo 1’s PropCo’s or Landlord REIT’s filings made under the Securities Act or the Exchange Act to the extent it is required to do so pursuant to Legal Requirements. In addition, Landlord, PropCo 1, PropCo or Landlord REIT may include, cross-reference or incorporate by reference the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements) and other financial information and such information concerning the operation of the Leased Property (1) which is publicly available or (2) the inclusion of which is approved by Tenant in writing, which approval may not be unreasonably withheld, conditioned or delayed, in

offering memoranda or prospectuses or confidential information memoranda, or similar publications or marketing materials, rating agency presentations, investor presentations or disclosure documents in connection with syndications, private placements or public offerings of Landlord's, PropCo 1's, PropCo's or Landlord REIT's securities or loans. Unless otherwise agreed by Tenant, neither Landlord, PropCo 1, PropCo nor Landlord REIT shall revise or change the wording of information previously publicly disclosed by Tenant and furnished to Landlord, PropCo 1, PropCo or Landlord REIT pursuant to Section 23 or this Section 23.2, and Landlord's, PropCo 1's PropCo's or Landlord REIT's Form 10-Q or Form 10-K (or amendment or supplemental report filed in connection therewith) shall not disclose the operational results of the Leased Property prior to CEC's, Tenant's or its Affiliate's public disclosure thereof so long as CEC, Tenant or such Affiliate reports such information in a timely manner in compliance with the reporting requirements of the Exchange Act, in any event, no later than ninety (90) days after the end of each Fiscal Year. Landlord agrees to use commercially reasonable efforts to provide a copy of the portion of any public disclosure containing the Financial Statements, or any cross-reference thereto or incorporation by reference thereof (other than cross-references to or incorporation by reference of Financial Statements that were previously publicly filed), or any other financial information or other information concerning the operation of the Leased Property received by Landlord under this Lease, at least two (2) Business Days in advance of any such public disclosure. Without vitiating any other provision of this Lease, the preceding sentence is not intended to restrict Landlord from disclosing such information to any Fee Mortgagee pursuant to the express terms of the Fee Mortgage Documents or in connection with other ordinary course reporting under the Fee Mortgage Documents.

(b) Tenant understands that, from time to time, Landlord, PropCo 1, PropCo or Landlord REIT may conduct one or more financings, which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to furnish to Landlord, to the extent reasonably requested or required in connection with any such financings, the information referred to in Section 23.1(b), as applicable (subject to Section 23.1(c)) as and to the extent applicable) (it being understood that the disclosure of any such information to any such Persons by Landlord shall be subject to Section 41.22 hereof as if such Persons were Representatives hereunder) and in each case including for any prior annual or quarterly periods as required by any Legal Requirements, as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Tenant, CEOC or CEC at such time). In addition, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to provide Landlord and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Landlord, PropCo 1, PropCo or Landlord REIT. Landlord shall reimburse Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.2(b) (and, unless any non-compliance with this Lease to more than a de minimis extent is revealed, any exercise by Landlord of audit rights pursuant to Section 23.1(c)) (including, without limitation, reasonable and documented fees and expenses of accountants and attorneys, but excluding, for the avoidance of doubt, any such fees and expenses incurred in the preparation of the Financial Statements). In addition, Landlord shall indemnify and hold harmless Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them (collectively, "Losses") in connection with any cooperation provided pursuant to this Section 23.2(b), except to the extent

(i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person or (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Tenant to Landlord hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading.

### **23.3 Landlord Obligations**

(a) Landlord agrees that, upon request of Tenant, it shall from time to time provide such information as may be reasonably requested by Tenant with respect to Landlord's, PropCo 1's, PropCo's and Landlord REIT's capital structure and/or any financing secured by this Lease or the Leased Property in connection with Tenant's review of the treatment of this Lease under GAAP.

(b) Landlord further understands and agrees that, from time to time, Tenant, CEOC, CEC or their respective Affiliates may conduct one or more financings, which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to furnish to Tenant, to the extent reasonably requested or required in connection with any such financings, the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements), other financial information and cooperation as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Landlord, PropCo 1, PropCo or Landlord REIT at such time). In addition, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to provide Tenant and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Tenant, CEOC, CEC or any of their respective Affiliates. Tenant shall reimburse Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.3(b) (including, in each case, without limitation, reasonable and documented fees and expenses of accountants and attorneys and allocated costs of internal employees but excluding, for the avoidance of doubt, any such fees, expenses and allocated costs incurred in the preparation of the Financial Statements). In addition, Tenant shall indemnify and hold harmless Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives from and against any and all Losses in connection with any cooperation provided pursuant to this Section 23.3(b), except to the extent (i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person or (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Landlord to Tenant hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading.

(c) The Financial Statements provided pursuant to Section 23.3(b) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Tenant, CEOC or CEC or their respective Affiliates to (x) file such Financial Statements with the SEC if and to the extent that Tenant, CEOC or CEC is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Tenant, CEOC or CEC or their respective affiliates is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.3(b).

#### **ARTICLE XXIV**

##### **LANDLORD'S RIGHT TO INSPECT**

Upon reasonable advance written notice to Tenant, Tenant shall permit Landlord and its authorized representatives (including any Fee Mortgagee and its representatives) to inspect the Leased Property or any portion thereof during reasonable times (or at such time and with such notice as shall be reasonable in the case of an emergency) (and Tenant shall be permitted to have any such representatives of Landlord accompanied by a representative of Tenant). Landlord shall take reasonable care to minimize disturbance of the operations on the applicable portion of the Leased Property.

#### **ARTICLE XXV**

##### **NO WAIVER**

No delay, omission or failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy hereunder and no acceptance of full or partial payment of Rent during the continuance of any default or Tenant Event of Default shall impair any such right or constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

#### **ARTICLE XXVI**

##### **REMEDIES CUMULATIVE**

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Landlord now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Landlord of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Landlord of any or all of such other rights, powers and remedies.



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**ARTICLE XXVII**

**ACCEPTANCE OF SURRENDER**

No surrender to Landlord of this Lease or of the Leased Property or any part thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Landlord, and no act by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, shall constitute an acceptance of any such surrender.

**ARTICLE XXVIII**

**NO MERGER**

There shall be no merger of this Lease or of the Leasehold Estate created hereby by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, (i) this Lease or the Leasehold Estate created hereby or any interest in this Lease or such Leasehold Estate and (ii) the fee estate in the Leased Property or any portion thereof. If Landlord or any Affiliate of Landlord shall purchase any fee or other interest in the Leased Property or any portion thereof that is superior to the interest of Landlord, then the estate of Landlord and such superior interest shall not merge.

**ARTICLE XXIX**

**INTENTIONALLY OMITTED**

**ARTICLE XXX**

**QUIET ENJOYMENT**

So long as no Tenant Event of Default shall have occurred and be continuing, Tenant shall peaceably and quietly have, hold and enjoy the Leased Property for the Term, free of any claim or other action by Landlord or anyone claiming by, through or under Landlord, but subject (i) to the provisions, terms and conditions of this Lease, and (ii) to all liens and encumbrances existing as of the Commencement Date, or thereafter as provided for in this Lease or consented to by Tenant. No failure by Landlord to comply with the foregoing covenant shall give Tenant any right to cancel or terminate this Lease or abate, reduce or make a deduction from or offset against the Rent or any other sum payable under this Lease, or to fail to perform any other obligation of Tenant hereunder. Notwithstanding the foregoing, Tenant shall have the right, by separate and independent action to pursue any claim it may have against Landlord as a result of a breach by Landlord of the covenant of quiet enjoyment contained in this Article XXX.

**ARTICLE XXXI**

**LANDLORD FINANCING**

**31.1 Landlord's Financing.**

(a) Without the consent of Tenant (but subject to the remainder of this Section 31.1), Landlord may from time to time, directly or indirectly, create or otherwise cause to exist any Fee Mortgage upon (i) all of the Leased Property (other than de minimis portions thereof that are not capable of being assigned or transferred) or (ii) all of the Leased Property in respect of any individual Facility (or Facilities) (other than de minimis portions thereof that are not capable of being assigned or transferred) (or upon interests in Landlord which are pledged pursuant to a mezzanine loan or similar financing arrangement). Except with respect to any financing that is not secured by any of Landlord's assets and with respect to which Landlord is not an obligor, Landlord shall cause all Fee Mortgagees to execute a joinder to the Intercreditor Agreement in a form reasonably acceptable to all parties thereto. This Lease is and at all times shall be subordinate to any Existing Fee Mortgage and any other Fee Mortgage which may hereafter affect the Leased Property or any portion thereof or interest therein and in each case to all renewals, modifications, consolidations, replacements, restatements and extensions thereof or any parts or portions thereof; provided, however, that the subordination of this Lease and Tenant's leasehold interest hereunder to any new Fee Mortgage hereafter made, shall be conditioned upon the execution and delivery to Tenant by the respective Fee Mortgagee of a commercially reasonable subordination, nondisturbance and attornment agreement, which will bind Tenant and such Fee Mortgagee and its successors and assigns as well as any person who acquires any portion of the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or a successor owner of the Leased Property (each, a "Foreclosure Purchaser") and which shall provide, among other things, that so long as there is no outstanding and continuing Tenant Event of Default under this Lease (or, if there is a continuing Tenant Event of Default, subject to the rights granted to a Permitted Leasehold Mortgagee as expressly set forth in this Lease), the holder of such Fee Mortgage, and any Foreclosure Purchaser shall not disturb Tenant's leasehold interest or possession of the Leased Property, subject to and in accordance with the terms hereof, and shall give effect to this Lease, including, but not limited to, the provisions of Article XVII which benefit any Permitted Leasehold Mortgagee (as if such Fee Mortgagee or Foreclosure Purchaser were the landlord under this Lease (it being understood that if a Tenant Event of Default has occurred and is continuing at such time, such parties shall be subject to the terms and provisions hereof concerning the exercise of rights and remedies upon such Tenant Event of Default including the provisions of Articles XVI, XVII and XXVI)). In connection with the foregoing and at the request of Landlord, Tenant shall promptly execute a subordination, nondisturbance and attornment agreement that contains commercially reasonable provisions, terms and conditions, in all events complying with this Section 31.1 (it being understood that a subordination, non-disturbance and attornment agreement substantially in the form, if any, executed by Tenant and the Fee Mortgagee in connection with the Existing Fee Mortgage financing as of the Commencement Date shall be deemed to satisfy this Section). In connection with any subsequent Fee Mortgage, as a condition to the Fee Mortgagee holding any of the Fee Mortgage Reserve Accounts, Tenant and such Fee Mortgagee shall have entered into a subordination, nondisturbance and attornment agreement as provided in this Section 31.1(a).

(b) If, in connection with obtaining any Fee Mortgage or entering into any agreement relating thereto, Landlord shall request in writing (i) reasonable cooperation from Tenant or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Fee Mortgagee, Tenant shall reasonably cooperate with such request, so long as (I) no default in any material respect by Landlord beyond applicable cure periods is continuing, (II) all reasonable documented out-of-pocket costs and

expenses incurred by Tenant in connection with such cooperation, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Landlord and (III) any requested action, including any amendments or modification of this Lease, shall not (a) increase Tenant's monetary obligations under this Lease by more than a de minimis extent, or increase Tenant's non-monetary obligations under this Lease in any material respect or decrease Landlord's obligations in any material respect, (b) diminish Tenant's rights under this Lease in any material respect, (c) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, (d) result in this Lease not constituting a "true lease", or (e) result in a default under any Permitted Leasehold Mortgage. The foregoing is not intended to vitiate or supersede the provisions, terms and conditions of Section 31.1 hereof.

(c) To secure Landlord's obligations under any Fee Mortgage, including the Existing Fee Mortgage, Landlord shall have the right to collaterally assign to Fee Mortgagee, all rights title and interest of Landlord in and under this Lease, including in the Tenant's Pledged Property.

**31.2 Attornment** If either (a) Landlord's interest in the Leased Property or any portion thereof or interest therein is sold, conveyed or terminated upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise) or (b) equity interests in Landlord are sold or conveyed upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise), or otherwise by operation of law, then, at the request and option of the new owner or superior lessor, as the case may be, Tenant shall attorn to and recognize the new owner or superior lessor as Tenant's "landlord".

**31.3 Compliance with Fee Mortgage Documents**

(a) Tenant acknowledges that any Fee Mortgage Documents executed by Landlord or any Affiliate of Landlord may impose certain obligations on the "borrower" or other counterparty thereunder to comply with, or cause the operator and/or lessee of the Leased Property to comply with, certain reasonable covenants contained therein, including, without limitation, covenants relating to (i) the alteration, maintenance, repair and restoration of the Leased Property; (ii) maintenance and submission of financial records and accounts of the operation of the Leased Property and financial and other information regarding the operator and/or lessee of the Leased Property and the Leased Property itself and other portions of the Facilities; (iii) the procurement of insurance policies with respect to the Leased Property; (iv) removal of liens and encumbrances; (v) subleasing, management and related activities; and (vi) without limiting the foregoing, compliance with all applicable Legal Requirements (including Gaming Regulations) relating to the Leased Property and the operation of the business thereon or therein. From and after the date any Fee Mortgage encumbers the Leased Property (or any portion thereof or interest therein) and Landlord has provided Tenant with true and complete copies thereof and, if Landlord elects, of any applicable Fee Mortgage Documents (for informational purposes only, but not for Tenant's approval), accompanied by a written request for Tenant to comply with the Additional Fee Mortgage Requirements (hereinafter defined) (which request shall expressly reference this Section 31.3 and expressly identify the Fee Mortgage Documents and sections thereof containing the Additional Fee Mortgage Requirements), and continuing until the first to occur of (1) such Fee Mortgage Documents ceasing to remain in full force and effect by reason of satisfaction in full of the indebtedness thereunder or foreclosure or similar exercise of remedies or otherwise), (2) the Expiration Date, (3) such time as Tenant's compliance with the Additional Fee Mortgage Requirements would constitute or give rise to a breach or violation of (x) this Lease or the MLSA, in either case not waived by Landlord and, if applicable, Manager, (y) Legal Requirements (including Gaming

Regulations and Liquor Laws), or (z) any Permitted Leasehold Mortgage (not waived by the applicable Permitted Leasehold Mortgagee), provided, however, with respect to this clause (z), (I) Tenant shall not be relieved of its obligation to comply with (A) the terms of the Additional Fee Mortgage Requirements in effect as of the Commencement Date (whether embodied in the Existing Fee Mortgage or related Fee Mortgage Documents or in any future Fee Mortgage or related Fee Mortgage Documents containing the applicable corresponding terms), nor (B) unless the applicable terms of the Permitted Leasehold Mortgage were customary at the time entered into, any Additional Fee Mortgage Requirements (other than any Additional Fee Mortgage Requirements covered under the preceding clause (A)) in effect as of the time when the Permitted Leasehold Mortgage was obtained, and (II) such Permitted Leasehold Mortgage shall have been entered into by Tenant without any intent to vitiate or supersede the terms of any applicable Additional Fee Mortgage Requirements, and (4) Tenant receives written direction from Landlord, any Fee Mortgagee or any governmental authority requesting or instructing Tenant to cease complying with the Additional Fee Mortgage Requirements, (provided, prior to ceasing compliance with any Additional Fee Mortgage Requirements under the preceding clauses (3) and (4), Tenant shall first provide Landlord with prior written notice together with, (x) if acting pursuant to clause (3), reasonably detailed materials evidencing that such compliance constitutes such a breach, and (y) if acting pursuant to clause (4), a copy of the applicable communication(s) from such Fee Mortgagee or governmental authority, as applicable, and Tenant shall in such event only cease compliance with the specific Additional Fee Mortgage Requirements in question under clause (3) or that are covered by the written direction under clause (4), as applicable) (such time period, the "Additional Fee Mortgage Requirements Period"), Tenant covenants and agrees, at its sole cost and expense and for the express benefit of Landlord (and not, for the avoidance of doubt, any Fee Mortgagee, which shall not be construed to be a third-party beneficiary of this Lease, provided, however, this parenthetical provision is not intended to vitiate Tenant's obligation to perform any or all of the Additional Fee Mortgage Requirements directly for the benefit of any Fee Mortgagee as and to the extent agreed to by Tenant in an agreement entered into directly between Tenant and such Fee Mortgagee), to operate the Leased Property (or cause the Leased Property to be operated) in compliance with the Additional Fee Mortgage Requirements of which it has received written notice. For the avoidance of doubt, notwithstanding anything to the contrary herein, Tenant shall not be required to comply with and shall not have any other obligations with respect to any terms or conditions of, or amendments or modifications to, any Fee Mortgage or other Fee Mortgage Documents that do not constitute Additional Fee Mortgage Requirements; provided, however, that the foregoing shall not be deemed to release Tenant from its obligations under this Lease that do not derive from the Fee Mortgage Documents, whether or not such obligations are duplicative of those set forth in the Fee Mortgage Documents.

(b) As used herein, "Additional Fee Mortgage Requirements" means those customary requirements as to the operation of the Leased Property and the business thereon or therein which the Fee Mortgage Documents impose (x) directly upon, or require Landlord (or Landlord's Affiliate borrower thereunder) to impose upon, the tenant(s) and/or operator(s) of the Leased Property or (y) directly upon Landlord, but which, by reason of the nature of the obligation(s) imposed and the nature of Tenant's occupancy and operation of the Leased Property and the business conducted thereupon, are not reasonably susceptible of being performed by Landlord and are reasonably susceptible of being performed by Tenant (excluding, for the avoidance of doubt, payment of any indebtedness or other obligations evidenced or

secured thereby) and, except with respect to the Existing Fee Mortgage (of which Tenant is deemed to have received written notice) of which Tenant has received written notice; provided, however, that, notwithstanding the foregoing, Additional Fee Mortgagee Requirements shall not include or impose on Tenant (and Tenant will not be subject to) obligations which (i) are not customary for the type of financing provided under the applicable Fee Mortgage Documents, (ii) increase Tenant's monetary obligations under this Lease to more than a de minimis extent (it being agreed that (x) funding and maintaining Fee Mortgage Reserve Accounts in the same amounts (as increased, for purposes of this clause (x), by the Escalator on the first (1st) day of each Lease Year (commencing on the first (1st) day of the second (2nd) Lease Year)) as required pursuant to the Existing Fee Mortgage Documents and (y) making payments otherwise payable to Landlord into a "lockbox" account designated by a Fee Mortgagee shall not be deemed to increase Tenant's monetary obligations under the Lease), (iii) increase Tenant's non-monetary obligations under this Lease in any material respect (it being agreed that funding and maintaining Fee Mortgage Reserve Accounts in amounts described in clause (ii)(x) above and making payments otherwise payable to Landlord into a "lockbox" account designated by a Fee Mortgagee shall not be deemed to increase Tenant's non-monetary obligations under the Lease), or (iv) diminish Tenant's rights under this Lease in any material respect. Notwithstanding the foregoing, the Parties agree that (A) the Additional Fee Mortgagee Requirements as in effect on the Commencement Date, arising out of the Existing Fee Mortgage and the related Fee Mortgage Documents in each case as in effect on the Commencement Date, shall consist solely of those requirements and obligations set forth on Exhibit K attached hereto, and (B) the Additional Fee Mortgagee Requirements, to the extent arising out of any Fee Mortgage and the related Fee Mortgage Documents, in each case, entered into after the Commencement Date, shall not include any requirements or obligations that arise out of the representations or warranties made under such Fee Mortgage or Fee Mortgage Documents (but, for the avoidance of doubt, this clause (B) is not intended to (i) exclude from the Additional Fee Mortgage Requirements hereunder subsequent to the Commencement Date any such requirements or obligations to the extent arising out of any provisions, terms or conditions of such Fee Mortgage or such Fee Mortgage Documents other than such representations and warranties, or (ii) vitiate or supersede Tenant's obligation to cooperate with Landlord in connection with Landlord obtaining any Fee Mortgage or entering into any arrangement relating thereto as provided in Section 31.1(b), hereof).

(c) Notwithstanding the foregoing, prior to Tenant being required to fund reserves for taxes and insurance or any other Fee Mortgage Reserve Accounts in accordance with the preceding Section 31.1(b), Tenant shall have received from Landlord and the applicable Fee Mortgagee, an agreement reasonably acceptable to Tenant providing that such sums deposited by Tenant must, unless and until both (x) the Landlord's Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, be used for the payment, when due and payable, of the actual applicable tax and insurance bills or other applicable amounts for which they were reserved (and may not be used by such Fee Mortgagee (or by Landlord) as collateral for sums due under the applicable Fee Mortgage Documents or for any other purpose). Any proposed implementation of any additional financial covenants (i.e., a requirement that Tenant must meet certain specified performance tests of a financial nature, e.g., meeting a threshold EBITDAR, Net Revenue, financial ratio or similar test) that are imposed on Tenant shall not constitute Additional Fee Mortgagee Requirements (it being understood that Landlord may agree to such financial covenants being imposed in any Fee Mortgage Documents so long as such financial covenants will not impose additional obligations on Tenant to comply

therewith). For the avoidance of doubt, Additional Fee Mortgage Requirements may include (to the extent consistent with the foregoing definition of Additional Fee Mortgage Requirements) requirements of Tenant to:

(i) fund and maintain reasonably required and customary impound, escrow or other reserve or similar accounts as security for or otherwise relating to any operating expenses of the Leased Property, including any fixture, furniture and equipment, capital repair or replacement reserves and/or impounds or escrow accounts for taxes, ground rent and/or insurance premiums (each a “Fee Mortgage Reserve Account”); provided, however, without Tenant’s prior written consent, the Additional Fee Mortgage Requirements shall not impose obligations to fund or maintain Fee Mortgage Reserve Accounts in excess of amounts otherwise required to be reserved under the Fee Mortgage Documents as in effect on the Commencement Date; and provided further that (A) any amounts which Tenant is required to fund into a Fee Mortgage Reserve Account pursuant to Additional Fee Mortgage Requirements shall be credited on a dollar for dollar basis against the respective applicable expenditure obligations of Tenant for the Leased Property under this Lease at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents, in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used for their intended purpose (e.g., payment of funds into a Fee Mortgage Reserve Account on account of Impositions shall be deemed satisfaction of Tenant’s obligation under this Lease to pay such amount of Impositions at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents, in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used to pay the applicable Impositions (whether such Impositions are paid directly by Tenant or by the Fee Mortgagee in accordance with the terms of the Fee Mortgage Documents)), and (B) unless and until both (x) the Landlord’s Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, (i) Tenant shall, subject to the terms hereof (and, to the extent consisting of Additional Fee Mortgage Requirements, the terms and conditions applicable to the Fee Mortgage Reserve Accounts under the related Fee Mortgage Documents), have the right to apply or use (including for reimbursement) all amounts held in each such Fee Mortgage Reserve Account for payment or reimbursement of amounts for which such reserve was established, without regard to any default by Landlord under the Fee Mortgage or other condition beyond the control of Tenant, and (ii) such amounts may not be applied against the Fee Mortgage. Landlord hereby further acknowledges that funds deposited by Tenant in any Fee Mortgage Reserve Account are, subject to the applicable provisions, terms and conditions of this Lease, the property of Tenant and accordingly, so long as no Tenant Event of Default is continuing, except as may be agreed to by Tenant in its sole discretion in respect of any other applicable Additional Fee Mortgage Requirements, the applicable Fee Mortgagee shall agree to return the portion of such funds not previously released to Tenant within fifteen (15) days following the expiration of the Additional Fee Mortgage Requirements Period and may not apply such funds against the Fee Mortgage.

(ii) make Rent payments into “lockbox accounts” maintained for the benefit of Fee Mortgagee; and/or

(iii) subject to this Section 31.3, perform other actions consistent with the obligations described in the first sentence of this Section 31.3

(d) In the event Tenant breaches its obligations to comply with Additional Fee Mortgage Requirements as described herein (without regard to any notice or cure period under the Fee Mortgage Documents and without regard to whether a default or event of default has occurred as a result thereof under the Fee Mortgage Documents), Landlord shall have the right, following the failure of Tenant to cure such breach within twenty (20) days from receipt of written notice to Tenant from Landlord of such breach (except to the extent the breach is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable), to cure such breach, in which event Tenant shall reimburse Landlord for Landlord’s reasonable costs and expenses incurred in connection with curing such breach.

(e) Landlord and Tenant acknowledge that, in connection with the implementation of the Bankruptcy Plan, CEC and Affiliates of Tenant were involved in the negotiations concerning the Existing Fee Mortgage Documents and reviewed the provisions, terms and conditions of the Existing Fee Mortgage Documents, and, accordingly, Tenant hereby consents and agrees to all provisions, terms and conditions of the Existing Fee Mortgage Documents as in effect as of the date hereof that comprise Additional Fee Mortgage Requirements and the same are set forth on Exhibit K attached hereto. If Landlord or its Affiliate anticipates entering into new or modified Fee Mortgage Documents that would modify or impose new Additional Fee Mortgage Requirements, Landlord shall (x) provide copies of the same to Tenant with reasonably sufficient time prior to the execution and delivery thereof by Landlord or any Affiliate of Landlord to enable Tenant to timely comply with any such changes to the, or new, Additional Fee Mortgage Requirements and (y) promptly upon the execution and delivery thereof by Landlord or any Affiliate of Landlord, deliver to Tenant an updated description thereof in accordance with the second sentence of this Section 31.3.

(f) To the extent of any conflict between the terms and provisions of any agreement to which Landlord, Tenant and Fee Mortgagee are parties and the terms and provisions of this Section 31.3, the terms and provisions of such agreement shall govern and control in accordance with its terms.

(g) Notwithstanding anything otherwise set forth in this Lease, Landlord shall have no obligation or liability to Tenant in connection with any approval, consent or other determination which is to be given by Fee Mortgagee in respect of any Additional Fee Mortgage Requirements, so agreed to by Tenant, except in any case solely as and to the extent expressly provided in this Lease.

## ENVIRONMENTAL COMPLIANCE

**32.1 Hazardous Substances.** Tenant shall not allow any Hazardous Substance to be located in, on, under or about the Leased Property or any portion thereof or incorporated into any Facility; provided however that Hazardous Substances may be (i) brought, kept, used or disposed of in, on or about the Leased Property in quantities and for purposes similar to those brought, kept, used or disposed of in, on or about similar facilities used for purposes similar to the Primary Intended Use or in connection with the construction of facilities similar to the Leased Property and (ii) disposed of in strict compliance with Legal Requirements (other than Gaming Regulations). Tenant shall not allow the Leased Property or any portion thereof to be used as a waste disposal site or for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements (other than Gaming Regulations).

**32.2 Notices.** Tenant shall provide to Landlord, as soon as reasonably practicable but in no event later than fifteen (15) days after Tenant's receipt thereof, a copy of any notice, notification or request for information with respect to, (i) any violation of a Legal Requirement (other than Gaming Regulations) relating to, or Release of, Hazardous Substances located in, on, or under the Leased Property or any portion thereof or any adjacent property; (ii) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed or threatened in writing with respect to the Leased Property or any portion thereof; (iii) any material claim made or threatened in writing by any Person against Tenant or the Leased Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substance; and (iv) any reports made to any federal, state or local environmental agency arising out of or in connection with any Hazardous Substance in, on, under or removed from the Leased Property or any portion thereof, including any written complaints, notices, warnings or assertions of violations in connection therewith.

**32.3 Remediation.** If Tenant becomes aware of a violation of any Legal Requirement (other than Gaming Regulations) relating to any Hazardous Substance in, on, under or about the Leased Property or any portion thereof or any adjacent property, or if Tenant, Landlord or the Leased Property or any portion thereof becomes subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise remediate the Leased Property, Tenant shall promptly notify Landlord of such event and, at its sole cost and expense, cure such violation or effect such repair, closure, detoxification, decontamination or other remediation. If Tenant fails to diligently pursue, implement and complete any such cure, repair, closure, detoxification, decontamination or other remediation, which failure continues after notice and expiration of applicable cure periods, Landlord shall have the right, but not the obligation, to carry out such action and to recover from Tenant all of Landlord's costs and expenses incurred in connection therewith.

**32.4 Indemnity.** Each of the Persons comprising Tenant shall jointly and severally indemnify, defend, protect, save, hold harmless, and reimburse Landlord or any Affiliate thereof for, from and against



any and all actual out-of-pocket costs, losses (including, losses of use or economic benefit or diminution in value), liabilities, damages, assessments, lawsuits, deficiencies, demands, claims and expenses (collectively, "Environmental Costs") (whether or not arising out of third-party claims and regardless of whether liability without fault is imposed, or sought to be imposed, on Landlord) incurred in connection with, arising out of, resulting from or incident to, directly or indirectly, in each case before or during (but not if first occurring after) the Term (i) the production, use, generation, storage, treatment, transporting, disposal, discharge, Release or other handling or disposition of any Hazardous Substances from, in, on or under the Leased Property or any portion thereof (collectively, "Handling"), including the effects of such Handling of any Hazardous Substances on any Person or property within or outside the boundaries of the Leased Property, (ii) the presence of any Hazardous Substances in, on or under the Leased Property and (iii) the violation of any Environmental Law. "Environmental Costs" include interest, costs of response, removal, remedial action, containment, cleanup, investigation, design, engineering and construction, damages (including actual and consequential damages) for personal injuries and for injury to, destruction of or loss of property or natural resources, relocation or replacement costs, penalties, fines, charges or expenses, reasonable attorney's fees, reasonable expert fees, reasonable consultation fees, and court costs, and all amounts paid in investigating, defending or settling any of the foregoing, as applicable. Tenant's indemnity hereunder shall survive the termination of this Lease, but in no event shall Tenant's indemnity apply to Environmental Costs incurred in connection with, arising out of, resulting from or incident to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease.

Without limiting the scope or generality of the foregoing, Tenant expressly agrees that, in the event of a breach by Tenant in its obligations under Sections 32.1 through 32.3 that is not cured within any applicable cure period, Tenant shall reimburse Landlord for any and all reasonable costs and expenses incurred by Landlord in connection with, arising out of, resulting from or incident to (directly or indirectly, before or during (but not if first occurring after) the Term) the following:

- (a) investigating any and all matters relating to the Handling of any Hazardous Substances, in, on, from or under the Leased Property or any portion thereof;
- (b) bringing the Leased Property into compliance with all Legal Requirements, and

(c) removing, treating, storing, transporting, cleaning-up and/or disposing of any Hazardous Substances used, stored, generated, released or disposed of in, on, from, under or about the Leased Property or off-site other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements.

If any claim is made by Landlord for reimbursement for Environmental Costs incurred by it hereunder, Tenant agrees to pay such claim promptly, and in any event to pay such claim within sixty (60) calendar days after receipt by Tenant of written notice thereof and any amount not so paid within such sixty (60) calendar day period shall bear interest at the Overdue Rate from the date due to the date paid in full.

**32.5 Environmental Inspections.** In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right, from time to time, during normal business hours and upon not less than five (5) Business Days written notice to Tenant (except in the case of an emergency of imminent threat to human health or safety or damage to property, in which event Landlord shall undertake reasonable efforts to notify a representative of Tenant as soon as practicable under the circumstances), to conduct an inspection of the Leased Property or any portion thereof (and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) to determine the existence or presence of Hazardous Substances on or about the Leased Property or any portion thereof. In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right to enter and inspect the Leased Property or any portion thereof, conduct any testing, sampling and analyses it reasonably deems necessary and shall have the right to inspect materials brought into the Leased Property or any portion thereof. Landlord may, in its discretion, retain such experts to conduct the inspection, perform the tests referred to herein, and to prepare a written report in connection therewith if Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4. All costs and expenses incurred by Landlord under this Section 32.6 shall be the responsibility of Landlord, except solely to the extent Tenant has breached its obligations under Sections 32.1 through 32.5, in which event such reasonable costs and expenses shall be paid by Tenant to Landlord as provided in Section 32.4. Failure to conduct an environmental inspection or to detect unfavorable conditions if such inspection is conducted shall in no fashion constitute a release of any liability for environmental conditions subsequently determined to be associated with or to have occurred during Tenant's tenancy. Tenant shall remain liable for any environmental condition related to or having occurred during its tenancy regardless of when such conditions are discovered and regardless of whether or not Landlord conducts an environmental inspection at the termination of this Lease. The obligations set forth in this Article XXXII shall survive the expiration or earlier termination of this Lease but in no event shall Article XXXII apply to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease.

### ARTICLE XXXIII

#### MEMORANDUM OF LEASE

Landlord and Tenant shall, promptly upon the request of either Party, enter into one or more short form memoranda of this Lease, in form suitable for recording in each county or other applicable location in which the Leased Property is located. Each Party shall bear its own costs in negotiating and finalizing such memoranda, but Tenant shall pay all costs and expenses of recording any such memorandum and shall fully cooperate with Landlord in removing from record any such memorandum upon the Expiration Date.

## DISPUTE RESOLUTION

**34.1 Expert Valuation Process.** Whenever a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value is required pursuant to any provision of this Lease, and where Landlord and Tenant have not been able to reach agreement on such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value either (i) with respect to Fair Market Base Rental Value applicable to a Renewal Term, within three hundred seventy (370) days prior to the commencement date of a Renewal Term or (ii) for all other purposes, after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to seek, upon written notice to the other Party (the “Expert Valuation Notice”), which notice clearly identifies that such Party seeks, to have such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value determined in accordance with the following Expert Valuation Process:

(a) Within twenty (20) days of the receiving Party’s receipt of the Expert Valuation Notice, Landlord and Tenant shall provide notice to the other Party of the name, address and other pertinent contact information, and qualifications of its selected appraiser (which appraiser must be an independent qualified MAI appraiser (i.e., a Member of the Appraisal Institute)).

(b) As soon as practicable following such notice, and in any event within twenty (20) days following their selection, each appraiser shall prepare a written appraisal of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) as of the relevant date of valuation, and deliver the same to its respective client. Representatives of the Parties shall then meet and simultaneously exchange copies of such appraisals. Following such exchange, the appraisers shall promptly meet and endeavor to agree upon Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) based on a written appraisal made by each of them (and given to Landlord by Tenant). If such two appraisers shall agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value, as applicable, such agreed amount shall be binding and conclusive upon Landlord and Tenant.

(c) If such two appraisers are unable to agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within five (5) Business Days after the exchange of appraisals as aforesaid, then such appraisers shall advise Landlord and Tenant of the same and, within twenty (20) days of the exchange of appraisals, select a third appraiser (which third appraiser, however selected, must be an independent qualified MAI appraiser) to make the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value. The selection of the third appraiser shall be binding and conclusive upon Landlord and Tenant.

(d) If such two appraisers shall be unable to agree upon the designation of a third appraiser within the twenty (20) day period referred to in clause (c) above, or if such third appraiser does not make a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within thirty (30) days after his

or her selection, then such third appraiser (or a substituted third appraiser, as applicable) shall, at the request of either Party, be appointed by the Appointing Authority and such appointment shall be final and binding on Landlord and Tenant. The determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser appointed pursuant hereto shall be made within twenty (20) days after such appointment.

(e) If a third appraiser is selected, Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) shall be the average of (x) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser and (y) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the appraiser (selected pursuant to Section 34.1(b)) whose determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) is nearest to that of the third appraiser. Such average shall be binding and conclusive upon Landlord and Tenant as being the Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be).

(f) In determining Fair Market Ownership Value of the Leased Property as a whole or any Facility, the appraisers shall (in addition to taking into account the criteria set forth in the definition of Fair Market Ownership Value), add (i) the present value of the Rent for the remaining Term, assuming the Term has been extended for all Renewal Terms provided herein (with assumed increases in CPI to be determined by the appraisers) using a discount rate (which may be determined by an investment banker retained by each appraiser) based on the credit worthiness of Tenant and any guarantor of Tenant's obligations hereunder and (ii) the present value of the Leased Property or Facility as of the end of such Term (assuming the Term has been extended for all Renewal Terms provided herein). The appraisers shall further assume that no default then exists under the Lease, that Tenant has complied (and will comply) with all provisions of the Lease, and that no default exists under any guaranty of Tenant's obligations hereunder.

(g) In determining Fair Market Base Rental Value, the appraisers shall (in addition to the criteria set forth in the definition thereof and of Fair Market Rental Value) take into account: (i) the age, quality and condition (as required by the Lease) of the Improvements; (ii) that the Leased Property or Facility will be leased as a whole or substantially as a whole to a single user; (iii) when determining the Fair Market Base Rental Value for any Renewal Term, a lease term of five (5) years together with such options to renew as then remains hereunder; (iv) an absolute triple net lease; and (v) such other items that professional real estate appraisers customarily consider.

(h) In determining Fair Market Property Value pursuant to Section 36.3 hereof, each appraiser shall have the right to sub-engage an appraiser or other Person with specialized experience in valuing Intellectual Property assets, to work with such appraiser for purposes of appraising, and assisting with preparation of a written report detailing, such Intellectual Property assets. Notice of any such sub-engagement shall be given to the other Party consistent with the requirements of Section 34.1(a).

(i) If, by virtue of any delay, Fair Market Base Rental Value is not determined by the first (1<sup>st</sup>) day of the applicable Renewal Term, then until Fair Market Base Rental Value is determined, Tenant shall continue to pay Rent during the succeeding Renewal Term in the same amount which Tenant was obligated to pay prior to the commencement of the Renewal Term. Upon determination of Fair Market Base Rental Value, Rent shall be calculated retroactive to the commencement of the Renewal Term and Tenant shall either receive a refund from Landlord (in the case of an overpayment) or shall pay any deficiency to Landlord (in the case of an underpayment) within thirty (30) days of the date on which the determination of Fair Market Base Rental Value becomes binding.

(j) The cost of the procedure described in this Section 34.1 shall be borne equally by the Parties and the Parties will reasonably coordinate payment; provided, that if Landlord pays such costs, fifty percent (50%) of such costs shall be Additional Charges hereunder and if Tenant pays such costs, fifty percent (50%) of such costs shall be a credit against the next Rent payment hereunder.

**34.2 Arbitration.** In the event of a dispute with respect to this Lease pursuant to an Arbitration Provision, or in any case when this Lease expressly provides for the settlement or determination of a dispute or question by an Expert pursuant to this Section 34.2 (in any such case, a “Section 34.2 Dispute”) such dispute shall be determined in accordance with an arbitration proceeding as set forth in this Section 34.2.

(a) Any Section 34.2 Dispute shall be determined by an arbitration panel comprised of three members, each of whom shall be an Expert (the “Arbitration Panel”). No more than one panel member may be with the same firm and no panel member may have an economic interest in the outcome of the arbitration.

The Arbitration Panel shall be selected as set forth in this Section 34.2(b). If a Section 34.2 Dispute arises and if Landlord and Tenant are not able to resolve such dispute after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to submit the dispute to the Arbitration Panel, upon written notice to the other Party (the “Arbitration Notice”). The Arbitration Notice shall identify one member of the Arbitration Panel who meets the criteria of the above paragraph. Within five (5) Business Days after the receipt of the Arbitration Notice, the Party receiving such Arbitration Notice shall respond in writing identifying one member of the Arbitration Panel who meets the criteria of the above paragraph. Such notices shall include the name, address and other pertinent contact information, and qualifications of its member of the Arbitration Panel. If a Party fails to timely select its respective panel member, the other Party may notify such Party in writing of such failure, and if such Party fails to select its respective panel member within three (3) Business Days after receipt of such notice, then such other Party may select and identify to such Party such panel member on such Party’s behalf. The third member of the Arbitration Panel will be selected by the two (2) members of the Arbitration Panel who were selected by Landlord and Tenant; provided, that if, within five (5) Business Days after they are identified, they fail to select a third member, or if they are unable to agree on such selection, Landlord and Tenant shall cause the third member of the Arbitration Panel to be appointed by the managing officer of the American Arbitration Association.

(b) Within ten (10) Business Days after the selection of the Arbitration Panel, Landlord and Tenant each shall submit to the Arbitration Panel a written statement identifying its summary of the issues. Landlord and Tenant may also request an evidentiary hearing on the merits in addition to the submission of written statements. The Arbitration Panel shall make its decision within twenty (20) days after the later of (i) the submission of such written statements, and (ii) the conclusion of any evidentiary hearing on the merits. The Arbitration Panel shall reach its decision by majority vote and shall communicate its decision by written notice to Landlord and Tenant.

(c) The decision by the Arbitration Panel shall be final, binding and conclusive and shall be non-appealable and enforceable in any court having jurisdiction. All hearings and proceedings held by the Arbitration Panel shall take place in New York, New York unless otherwise mutually agreed by the Parties and the Arbitration Panel.

(d) The resolution procedure described herein shall be governed by the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes in effect as of the Commencement Date.

(e) Landlord and Tenant shall bear equally the fees, costs and expenses of the Arbitration Panel in conducting any arbitration described in this Section 34.2.

## ARTICLE XXXV

### NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted to be given by either Party hereunder to the other Party shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, by hand delivery or express courier service, by email transmission or by an overnight express service to the following address:

To Tenant:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

To Landlord:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: corplaw@viciproperties.com

or to such other address as either Party may hereafter designate. Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, Notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by email shall be deemed given only upon an independent, non-automated confirmation from the recipient acknowledging receipt.

## END OF TERM SUCCESSOR ASSET TRANSFER

**36.1 Transfer of Tenant's Successor Assets and Operational Control of the Leased Property.** Upon the written request of Landlord, upon the Stated Expiration Date (or earlier (x) termination of this Lease in its entirety pursuant to Section 14.2(a) or (y) consensual termination of this Lease) (other than, for the avoidance of doubt, upon an expiration of the Term pursuant to Section 1.5) Landlord and Tenant shall comply with the remainder of this Article XXXVI, pursuant to which, among other things, (i) Tenant (and its Subsidiaries, as applicable) shall transfer (or cause to be transferred), upon the date required under this Article XXXVI, all of Tenant's Pledged Property, subject to Section 36.2 with respect to Intellectual Property (collectively, the "Successor Assets"), to a successor lessee (or lessees) of the Leased Property (collectively, the "Successor Tenant") designated by Landlord, in exchange for a sum (the "Successor Assets FMV") which shall be paid by the Successor Tenant to Tenant and be determined in accordance with the penultimate sentence of this Section 36.1 and/or (ii) Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facilities, collect and retain revenue therefrom, and pay Rent, all in the manner required under this Section 36.1, for so long as Landlord is seeking a Successor Tenant in good faith; provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date. For purposes of clarification, a termination of this Lease in accordance with Section 16.2 and/or the execution of a New Lease in accordance with Section 17.1(f) hereof shall not trigger the provisions set forth in this Article XXXVI and this Article XXXVI shall not apply in such circumstance. Notwithstanding the occurrence of the Expiration Date, to the extent that this Section 36.1 applies, until such time that Tenant transfers the Successor Assets to a Successor Tenant (or, to the extent applicable pursuant to clause (ii) hereinabove), Tenant shall (or shall cause its Subsidiaries, if applicable, to) continue to possess and operate the Facility (and Landlord shall permit Tenant to maintain possession of the Leased Property (including, if necessary, by means of a written extension of this Lease or license agreement or other written agreement) to the extent necessary to operate the Facility) in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries, if any) had operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder which shall be calculated as provided in this Lease, except, that for any period following the last day of the calendar month in which the thirty-fifth (35<sup>th</sup>) anniversary of the Commencement Date occurs, the Rent shall be a per annum amount equal to the sum of (A) the amount of the Base Rent hereunder during the Lease Year in which the Expiration Date occurs, multiplied by the Escalator, and increased on each anniversary of the Expiration Date to be equal to the Rent payable for the immediately preceding year, multiplied by the Escalator, plus (B) the amount of the Variable Rent hereunder during the Lease Year in which the Expiration Date occurs. If Tenant, on the one hand, and Landlord and/or a Successor Tenant designated by Landlord, on the other hand, cannot agree on the Successor Assets FMV within a reasonable time not to exceed thirty (30) days after the delivery of the notice described in the first sentence of this Section 36.1, then such Successor Assets FMV shall be determined, and Tenant's transfer of the Successor Assets to a Successor Tenant in consideration for a payment in such amount shall be made, in accordance with the provisions of Section 36.3. For avoidance of doubt, it is acknowledged and

agreed that if Landlord does not deliver such notice, then from and after the later of (X) the Expiration Date or (Y) when Tenant shall have vacated the Leased Property in accordance with the requirements of this Lease, Landlord shall have no right in or to any of the Successor Assets, and the lien granted to Landlord in Tenant's Pledged Property pursuant to Section 6.3 of this Lease shall terminate.

**36.2 Transfer of Intellectual Property.** The Successor Assets shall include the Property Specific IP and Successor Tenant's access to the System-wide IP, which access shall be governed by the Transition Services Agreement. Without limiting the foregoing, Tenant shall, within thirty (30) days after the occurrence of the notice described in the first sentence of Section 36.1, deliver to Landlord a copy of all Property Specific Guest Data; provided, however, that Tenant shall have the right to retain and use copies of such data as required by Legal Requirements, including applicable Gaming Regulations.

**36.3 Determination of Successor Assets FMV.** If not effected pursuant to the penultimate sentence of Section 36.1, then the Successor Assets FMV shall be equal to the applicable Fair Market Property Value thereof. Notwithstanding anything to the contrary in this Article XXXVI, the transfer of the Successor Assets will be conditioned upon the approval of the applicable regulatory agencies of the transfer of the Gaming Licenses and any other Gaming assets to the Successor Tenant and/or the issuance of new Gaming Licenses as required by applicable Gaming Regulations and the relevant regulatory agencies both with respect to operating and suitability criteria, as the case may be.

**36.4 Operation Transfer.** Upon designation of a Successor Tenant by Landlord (pursuant to this Article XXXVI), Tenant shall reasonably cooperate and take all actions reasonably necessary (including providing all reasonable assistance to Successor Tenant) to effectuate the transfer of the Successor Assets and operational control of the Facilities to Successor Tenant in an orderly manner so as to minimize to the maximum extent feasible any disruption to the continued orderly operation of the Facilities for their respective Primary Intended Use. Concurrently with the transfer of the Successor Assets to Successor Tenant, (i) Tenant shall assign to Successor Tenant (and Successor Tenant shall assume) any then-effective Subleases or other agreements (to the extent such other agreements are assignable) relating to the Leased Property, and (ii) Tenant shall vacate and surrender the Leased Property to Landlord and/or Successor Tenant in the condition required under this Lease. Notwithstanding the expiration of the Term and anything to the contrary herein, to the extent that this Article XXXVI applies, unless Landlord consents to the contrary, until such time that Tenant transfers the Successor Assets and operational control of the Facilities to a Successor Tenant in accordance with the provisions of this Article XXXVI, Tenant shall (or shall cause its Subsidiaries to) continue to (and Landlord shall permit Tenant to maintain possession of the Leased Property to the extent necessary to) operate the Facilities in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries) has operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder at the rate provided in Section 36.1 (and not subject to Article XIX)); provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Facility (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date.



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## ARTICLE XXXVII

### ATTORNEYS' FEES

If Landlord or Tenant brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Lease, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein. In addition to the foregoing and other provisions of this Lease that specifically require Tenant to reimburse, pay or indemnify against Landlord's attorneys' fees, Tenant shall pay, as Additional Charges, all of Landlord's reasonable documented outside attorneys' fees incurred in connection with the enforcement of this Lease (except to the extent provided above), including reasonable documented attorneys' fees incurred in connection with the review, negotiation or documentation of any subletting, assignment, or management arrangement or any consent requested in connection with such enforcement, and the collection of past due Rent.

## ARTICLE XXXVIII

### BROKERS

Tenant warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Tenant shall indemnify, protect, hold harmless and defend Landlord from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Tenant. Landlord warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Landlord shall indemnify, protect, hold harmless and defend Tenant from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Landlord.

## ARTICLE XXXIX

### ANTI-TERRORISM REPRESENTATIONS

Each Party hereby represents and warrants to the other Party that neither such representing Party nor, to its knowledge, any persons or entities holding any Controlling legal or beneficial interest whatsoever in it are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "Prohibited Persons"). Each Party hereby represents and warrants to the other Party that no funds tendered to such other Party by such tendering Party under the terms of this Lease are or will be directly or indirectly derived from

activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Neither Party will during the Term of this Lease knowingly engage in any transactions or dealings, or knowingly be otherwise associated with, any Prohibited Persons in connection with the Leased Property.

## ARTICLE XL

### LANDLORD REIT PROTECTIONS

(a) The Parties intend that Rent and other amounts paid by Tenant hereunder will qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto and this Lease shall be interpreted consistent with this intent.

(b) Anything contained in this Lease to the contrary notwithstanding, Tenant shall not without Landlord’s advance written consent (i) sublet, assign or enter into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto; (ii) furnish or render any services to the subtenant, assignee or manager or manage or operate the Leased Property so subleased, assigned or managed; (iii) sublet, assign or enter into a management arrangement for the Leased Property to any Person (other than a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, or any similar or successor provision thereto); or (iv) sublet, assign or enter into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to this Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto. As of the end of each Fiscal Quarter during the Term, Tenant shall deliver to Landlord a certification, in the form attached hereto as Exhibit G, stating that Tenant has reviewed its transactions during such Fiscal Quarter and certifying that Tenant is in compliance with the provisions of this Article XL. The requirements of this Article XL shall likewise apply to any further sublease, assignment or management arrangement by any subtenant, assignee or manager.

(c) Anything contained in this Lease to the contrary notwithstanding, the Parties acknowledge and agree that Landlord, in its sole discretion, may assign this Lease or any interest herein to another Person (including without limitation, a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto)) in order to maintain Landlord REIT’s status as a “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto); provided

however, Landlord shall be required to (i) comply with any applicable Legal Requirements related to such transfer and (ii) give Tenant notice of any such assignment; and provided further, that any such assignment shall be subject to all of the rights of Tenant hereunder.

(d) Anything contained in this Lease to the contrary notwithstanding, upon request of Landlord, Tenant shall cooperate with Landlord in good faith and at no cost or expense (other than de minimis cost) to Tenant, and provide such documentation and/or information as may be in Tenant's possession or under Tenant's control and otherwise readily available to Tenant as shall be reasonably requested by Landlord in connection with verification of Landlord REIT's "real estate investment trust" (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto) compliance requirements. Anything contained in this Lease to the contrary notwithstanding, Tenant shall take such action as may be requested by Landlord from time to time in order to ensure compliance with the Internal Revenue Service requirement that Rent allocable for purposes of Section 856 of the Code to personal property, if any, at the beginning and end of a calendar year does not exceed fifteen percent (15%) of the total Rent due hereunder as long as such compliance does not (i) increase Tenant's monetary obligations under this Lease by more than a de minimis extent or (ii) materially increase Tenant's nonmonetary obligations under this Lease or (iii) materially diminish Tenant's rights under this Lease.

## ARTICLE XLI

### MISCELLANEOUS

**41.1 Survival.** Anything contained in this Lease to the contrary notwithstanding, all claims against, and liabilities, obligations and indemnities of Tenant or Landlord arising or in respect of any period prior to the Expiration Date shall survive the Expiration Date.

**41.2 Severability.** Subject to Section 1.2, if any term or provision of this Lease or any application thereof shall be held invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby.

**41.3 Non-Recourse.** Tenant specifically agrees to look solely to the Leased Property for recovery of any judgment from Landlord (and Landlord's liability hereunder shall be limited solely to its interest in the Leased Property, and no recourse under or in respect of this Lease shall be had against any other assets of Landlord whatsoever). The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord, or any action not involving the personal liability of Landlord. In no event shall either Party ever be liable to the other Party for any indirect, consequential, lost profits, punitive, exemplary, statutory or treble damages suffered from whatever cause (other than, as to all such forms of damages, (i) if Landlord has terminated this Lease, any damages with respect to Rent or Additional Charges as provided under Section 16.3(a) hereof, (ii) if Landlord has not terminated this Lease, any damages with respect to Rent or Additional Charges as provided for herein, (iii) any amount of any Required Capital Expenditures not made pursuant to Section 10.5(a)(x) hereof, (iv) damages as provided under Section 16.3(c) hereof, (v) a claim (including an indemnity claim) for recovery of any such forms of damages that the claiming party is required by a court of competent jurisdiction or the

expert to pay to a third party (other than any damages under or relating to any Fee Mortgage or Fee Mortgage Documents (excluding claims under Section 32.4)) other than to the extent resulting from the claiming party's gross negligence, willful misconduct or default hereunder, and (vi) to the extent expressly provided under Section 32.4), and the Parties acknowledge and agree that the rights and remedies in this Lease, and all other rights and remedies at law and in equity, will be adequate in all circumstances for any claims the parties might have with respect to damages. For the avoidance of doubt, (I) any damages of Landlord under or relating to any Fee Mortgage or Fee Mortgage Documents shall be deemed to be consequential damages hereunder, provided, however that, notwithstanding the foregoing clause (I), it is expressly agreed that the following shall constitute direct damages hereunder: (x) amounts payable by Tenant pursuant to Section 16.7 resulting from the breach by Tenant of any Additional Fee Mortgagee Requirements and (y) out of pocket costs and expenses (including reasonable legal fees) incurred by a Landlord Indemnified Party (or, to the extent required to be reimbursed by a Landlord Indemnified Party under a Fee Mortgage Document, incurred by or on behalf of any other Person) to defend (but not settle or pay any judgment resulting from) any investigative, administrative or judicial proceeding commenced or threatened as a result of a breach by Tenant of any Additional Fee Mortgagee Requirement; provided that, notwithstanding the foregoing, in no event shall Tenant be required to pay any amounts to repay (or that are applied to reduce) the principal amount of any loan or debt secured by or relating to a Fee Mortgage or any interest or fees on any such loan or debt, and (II) any damages of Tenant under or relating to any Permitted Leasehold Mortgage and any related agreements or instruments shall be deemed to be consequential damages hereunder. It is specifically agreed that no constituent member, partner, owner, director, officer or employee of a Party shall ever be personally liable for any judgment (in respect of obligations under or in connection with this Lease) against, or for the payment of any monetary obligation under or in respect of this Lease, such Party, to the other Party (provided, this sentence shall not limit the obligations of Guarantor expressly set forth in the MLSA).

**41.4 Successors and Assigns.** This Lease shall be binding upon Landlord and its permitted successors and assigns and, subject to the provisions of Article XXII, upon Tenant and its successors and assigns.

**41.5 Governing Law.** (a) THIS LEASE WAS NEGOTIATED IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS THIS LEASE (AND ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAW) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT ALL PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND ALL REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION) SHALL BE CONSTRUED AND ENFORCED ACCORDING TO, AND GOVERNED BY, THE LAWS OF THE STATE OF THE STATE IN WHICH THE APPLICABLE FACILITY IS LOCATED.

(a) EXCEPT FOR (x) DISPUTES SPECIFICALLY PROVIDED IN THIS LEASE TO BE REFERRED TO AN EXPERT VALUATION PROCESS PURSUANT TO SECTION 34.1 OR ARBITRATION PURSUANT TO SECTION 34.2 AND (y)

PROCEEDINGS PERTAINING TO THE PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND THE EXERCISE OF REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION), ALL CLAIMS, DEMANDS, CONTROVERSIES, DISPUTES, ACTIONS OR CAUSES OF ACTION OF ANY NATURE OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO, THIS LEASE, WHETHER LEGAL OR EQUITABLE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE SHALL BE RESOLVED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURTS THERETO, OR IF FEDERAL JURISDICTION IS LACKING, THEN IN NEW YORK STATE SUPREME COURT, NEW YORK COUNTY (COMMERCIAL DIVISION) AND ANY APPELLATE COURTS THERETO. THE PARTIES AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH LITIGATION OR LEGAL PROCEEDING NEED NOT BE PERSONALLY SERVED OR SERVED WITHIN THE STATE OF NEW YORK, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF THE PARTY IN QUESTION WERE SERVED WITHIN THE STATE OF NEW YORK, BY GIVING NOTICE CONTAINING SUCH SERVICE TO THE INTENDED RECIPIENT (WITH COPIES TO COUNSEL) IN THE MANNER PROVIDED IN ARTICLE XXXV. THIS PROVISION SHALL SURVIVE AND BE BINDING UPON THE PARTIES AFTER THIS LEASE IS NO LONGER IN EFFECT

**41.6 Waiver of Trial by Jury.** EACH OF LANDLORD AND TENANT ACKNOWLEDGES THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTION OF THE UNITED STATES, THE STATE OF NEW YORK AND THE OTHER STATES IN WHICH THE FACILITIES ARE LOCATED. EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR (ii) IN ANY MANNER CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LANDLORD AND TENANT WITH RESPECT TO THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREINAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; EACH OF LANDLORD AND TENANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**41.7 Entire Agreement.** This Lease (including the Exhibits and Schedules hereto), together with the other Lease/MLSA Related Agreements, collectively constitute the entire and final agreement of the Parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the Parties. In addition to the foregoing, it is agreed to by the Parties that no modification to this Lease shall be effective

without the written consent of (i) any applicable Fee Mortgagee, to the extent that such a modification would adversely affect such Fee Mortgagee and (ii) any applicable Permitted Leasehold Mortgagee, to the extent that such a modification would adversely affect such Permitted Leasehold Mortgagee. Landlord and Tenant hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the leasing of the Leased Property (other than the other Lease/MLSA Related Agreements) are merged into and revoked by this Lease (together with the related agreements referenced above).

**41.8 Headings.** All captions, titles and headings to sections, subsections, paragraphs, exhibits or other divisions of this Lease, and the table of contents, are only for the convenience of the Parties and shall not be construed to have any effect or meaning with respect to the other contents of such sections, subsections, paragraphs, exhibits or other divisions, such other content being controlling as to the agreement among the Parties.

**41.9 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. This Lease may be effectuated by the exchange of electronic copies of signatures (*e.g.*, .pdf), with electronic copies of this executed Lease having the same force and effect as original counterpart signatures hereto for all purposes.

**41.10 Interpretation.** Both Landlord and Tenant have been represented by counsel and this Lease and every provision hereof has been freely and fairly negotiated. Consequently, all provisions of this Lease shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

**41.11 Deemed Consent.** Each request for consent or approval under Sections 9.1, 10.2, 10.3(e), 13.1(a), 13.5, 14.1, 22.1, 22.2 and 22.3 and Article XI of this Lease shall be made in writing to either Tenant or Landlord, as applicable, and shall include all information necessary for Tenant or Landlord, as applicable, to make an informed decision, and shall include the following in capital, bold and block letters: **“FIRST NOTICE – THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (NON-CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT.”** If the party to whom such a request is sent does not approve or reject the proposed matter within fifteen (15) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: **“SECOND NOTICE – THIS IS A SECOND REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (NON-CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT.”** If the party to whom such a request is sent does not approve or reject the proposed matter within five (5) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: **“FINAL NOTICE—THIS IS A THIRD REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (NON-CPLV). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT. FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS HEREOF WILL BE DEEMED AN APPROVAL OF THE REQUEST.”** If the party to whom such a request is sent still does not approve or reject the proposed matter within five (5) Business Days

of receipt of such final notice, such party shall be deemed to have approved the proposed matter. Notwithstanding the foregoing, if the MLSA is in effect at the time any such notice is provided to Tenant hereunder, Tenant shall not be deemed to have approved such proposed matter if such notice was not also addressed and delivered to Manager and CEC in accordance with the MLSA.

**41.12 Further Assurances.** The Parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease. In addition, Landlord agrees to, at Tenant's sole cost and expense, reasonably cooperate with all applicable Gaming Authorities and Liquor Authorities in connection with the administration of their regulatory jurisdiction over Tenant, Tenant's direct and indirect parent(s) and their respective Subsidiaries, if any, including the provision of such documents and other information as may be requested by such Gaming Authorities or Liquor Authorities relating to Tenant, Tenant's direct and indirect parent(s) or any of their respective Subsidiaries, if any, or to this Lease and which are within Landlord's reasonable control to obtain and provide.

**41.13 Gaming Regulations.** Notwithstanding anything to the contrary in this Lease, this Lease and any agreement formed pursuant to the terms hereof are subject to all applicable Gaming Regulations and all applicable laws involving the sale, distribution and possession of alcoholic beverages (the "Liquor Laws"). Without limiting the foregoing, each of Tenant and Landlord acknowledges that (i) it is subject to being called forward by any applicable Gaming Authority or governmental authority enforcing the Liquor Laws (the "Liquor Authority") with jurisdiction over this Lease or the Facility, in each of their discretion, for licensing or a finding of suitability or to file or provide other information, and (ii) all rights, remedies and powers under this Lease and any agreement formed pursuant to the terms hereof, including with respect to the entry into and ownership and operation of a Gaming Facility, and the possession or control of Gaming equipment, alcoholic beverages or a Gaming License or liquor license, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Regulations and Liquor Laws and only to the extent that required approvals (including prior approvals) are obtained from the requisite governmental authorities.

Notwithstanding anything to the contrary in this Lease or any agreement formed pursuant to the terms hereof, (subject to Section 41.12) each of Tenant, Landlord, and each of Tenant's or Landlord's successors and assigns agree to cooperate with each Gaming Authority and each Liquor Authority in connection with the administration of their regulatory jurisdiction over the Parties, including, without limitation, the provision of such documents or other information as may be requested by any such Gaming Authorities and/or Liquor Authorities relating to Tenant, Landlord, Tenant's or Landlord's successors and assigns or to this Lease or any agreement formed pursuant to the terms hereof. If necessary to comply with Gaming Regulations with respect to a specific Facility (or Facilities), the Parties agree to create a Severance Lease with respect to such Facility (or Facilities) which, for avoidance of doubt, shall be cross-defaulted with this Lease.

If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Party, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable

efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event. It shall be a material breach of this Lease by Landlord if a Licensing Event with respect to Landlord shall occur and is not resolved in accordance with this Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities.

**41.14 Certain Provisions of Nevada Law.** Landlord shall, pursuant to Section 108.2405(1)(b) of the Nevada Revised Statutes (“NRS”), record a written notice of waiver of Landlord’s rights set forth in NRS 108.234 with the office of the recorder of Clark County, Nevada, before the commencement of construction of each work of improvement with respect to the Leased Property by Tenant or caused by Tenant. Pursuant to NRS 108.2405(2), Landlord shall serve such notice by certified mail, return receipt requested, upon the prime contractor of such work of improvement and all other lien claimants who may give the owner a notice of right to lien pursuant to NRS 108.245, within ten (10) days after Landlord’s receipt of a notice of right to lien or ten (10) days after the date on which the notice of waiver is recorded.

**41.15 Certain Provisions of New Jersey Law.**

(a) This Lease and the parties hereto, in each case as it relates to the New Jersey Facilities only, are subject to compliance with the requirements of the New Jersey Casino Control Act, N.J.S.A. 5:12-1 et seq., (the “New Jersey Act”), and the regulations promulgated thereunder. In accordance with N.J.S.A. 5:12-82c, this Lease or any further amendments thereto relating to New Jersey Facilities must be filed with the New Jersey Casino Control Commission (the “Commission”) and the New Jersey Division of Gaming Enforcement (the “Division”) and, to the extent that this Lease or any further amendment thereto relates to the New Jersey Facilities, the same shall only be effective as to the New Jersey Facilities once if approved by the Commission.

(b) The parties acknowledge and agree that the Lease and any transfers or assignments under the Lease, in each case to the extent the same relate to the New Jersey Facilities, are subject to the applicable provisions of N.J.S.A. 5:12-82 et. seq. To the extent required by N.J.S.A. 5:12-82c(10), with respect to the New Jersey Facilities only, each party to the Lease is jointly and severally liable for all acts, omissions and violations of the New Jersey Act by any party, regardless of actual knowledge of such act, omission or violation. Notwithstanding the foregoing, the party violating the New Jersey Act shall indemnify the non-violating party for any liability incurred by the non-violating party as a result of any such violation in a manner consistent with Article XXI of this Lease; provided, however, that neither party shall be required to indemnify the other party for any liabilities relating to, arising out of or resulting from any required sale of a New Jersey Facility pursuant to paragraphs (d-g) of this Section 41.15 below (including, without limitation, the payment of the New Jersey Facility Fair Market Value, as finally determined in accordance with this Section 41.15, or any closing costs associated therewith).



(c) Pursuant to the provisions of N.J.S.A. 5:12-104b, this Lease, as it relates to the New Jersey Facilities only, may be terminated by the Division or Commission without liability on the part of Tenant or Landlord, if the Division or Commission disapproves of its terms, including the terms of compensation, or of the qualifications of Landlord or Tenant, their respective owners, officers, directors or employees based on the standards contained in N.J.S.A. 5:12-86.

(d) In accordance with the requirements of N.J.S.A. 5:12-82c(5), if at any time during the Term (so long as a New Jersey Facility remains a Facility under this Lease), Landlord or any person associated with Landlord (other than Tenant or any subtenant thereof), is found by the Director of the Division to be unsuitable to be associated with a casino enterprise in New Jersey, and is not removed from such association in a manner acceptable to the Division, then upon written notice delivered by Tenant to Landlord (the "New Jersey Purchase Notice"), following such final unstayed decision of the Division which provides that a purchase of Landlord's interest in a New Jersey Facility is required, Tenant may elect either (a) to require Landlord to sell all (but not less than all) of Landlord's interest in such New Jersey Facility (but no other Facility under the Lease) to a third party pursuant to a Severance Lease; provided, that the Division does not object, or (b) to purchase all (but not less than all) of Landlord's interest in an applicable New Jersey Facility (but no other Facility under the Lease) for an amount equal to one hundred percent (100%) of the New Jersey Fair Market Value (as finally determined in accordance with paragraph (e) of this Section 14.15 below), which amount shall be payable in cash.

(e) The "New Jersey Fair Market Value" shall be an amount equal to the fair market value of an applicable New Jersey Facility based on the amount that would be paid by a willing purchaser to a willing seller if neither were under any compulsion to buy or sell. If the parties are unable to mutually agree upon the New Jersey Fair Market Value within thirty (30) days after delivery of the New Jersey Purchase Notice, the New Jersey Fair Market Value will be determined by Experts appointed in accordance with Section 34.1 in which case Landlord and Tenant shall each submit to the Experts their respective determinations of the New Jersey Fair Market Value. The Experts may only select either the New Jersey Fair Market Value set forth by Landlord or by Tenant and may not select any other amount or make any other determination (and the Experts shall be so instructed). The Experts shall notify the parties in writing within thirty (30) days of the submission of the matter to the Experts of their selection of either Tenant's or Landlord's determination of the New Jersey Fair Market Value as the conclusive determination of the New Jersey Fair Market Value.

(f) In the event that Tenant has elected to purchase a New Jersey Facility, the closing of the purchase and sale of such New Jersey Facility shall occur not later than ninety (90) days after determination of the New Jersey Fair Market Value, or such other time as may be directed by the New Jersey Gaming Authorities. At such closing, Landlord shall deliver to Tenant all fee and leasehold title to the applicable New Jersey Facility, free and clear of any liens, claims or other encumbrances other than (A) any liens and encumbrances created or in place as of the date of this Lease and (B) any liens and encumbrances caused by Tenant or as

permitted by the Lease. Landlord shall use all its commercially reasonable efforts to deliver title to the applicable New Jersey Facility in the condition required in this Section 41.15(f). All closing costs and expenses, including any applicable real property transfer taxes or fees, of conveying a New Jersey Facility to Tenant shall be allocated between Landlord and Tenant in the manner the same are customarily allocated between a seller and buyer of similar real property located in the State of New Jersey. Upon such closing the Lease, as it relates to the applicable New Jersey Facility only, shall automatically terminate and be of no further force and effect, and Rent under the Lease from and after the date of such closing shall be reduced in accordance with the Rent Reduction Amount. Nothing in this Section 41.15 shall be deemed to supersede any provision of the Lease which expressly survives the termination of the Lease, and nothing contained in this Section 41.15 shall be deemed to release either party from any obligation or liability relating to any Facility other than an applicable New Jersey Facility or any obligation or liability relating to such applicable New Jersey Facility which shall have arisen under the Lease prior to the effective date of the sale to Tenant of the applicable New Jersey Facility.

(g) In the event that Tenant has elected to require Landlord to sell a New Jersey Facility to a third-party, in connection with the closing of the purchase and sale of such New Jersey Facility from Landlord to such third-party, Tenant and such third-party shall enter into a Severance Lease and the Lease shall be amended to reflect the removal of the applicable New Jersey Facility from the Lease.

**41.16 Savings Clause.** If for any reason this Lease is determined by a court of competent jurisdiction to be invalid as to any space that would otherwise be a part of the Leased Property and that is subject to a pre-existing lease as of the Effective Date (between Tenant's predecessor in interest prior to the Effective Date, as landlord, and a third party as tenant), then Landlord shall be deemed to be the landlord under such pre-existing lease, and the Parties agree that Tenant shall be deemed to be the collection agent for Landlord for purposes of collecting rent and other amounts payable by the tenant under such pre-existing lease and shall remit the applicable collected amounts to Landlord. In such event, the Rent payable hereunder shall be deemed to be reduced by any amounts so collected by Tenant and remitted to Landlord with respect to any such pre-existing lease.

**41.17 Integration with Other Documents.** Each of Tenant and Landlord acknowledge and agree that certain operating efficiencies and value will be achieved as a result of Tenant's and Other Tenants' lease of the Leased Property and the Other Leased Property and the engagement by Tenant and Other Tenants of Manager under the MLSA and "Manager" under and as defined in each Other MLSA and the engagement of Manager and/or its Affiliates to operate and manage the Facilities, the Other Leased Property and the Other Managed Resorts (as defined in each of the MLSA and the Other MLSA) that would not be possible to achieve if unrelated managers were engaged to operate each of the Leased Property, the Other Leased Property and the Other Managed Resorts. Each of Tenant and Landlord acknowledge and agree that the Parties would not enter into this Lease (or the MLSA or the Other MLSA) absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and lease guaranty relationship with respect to the Leased Property, including (without limitation) the lease of the Leased Property pursuant to this Lease, the use of the Managed Facilities IP (as defined in the MLSA) and the use of the Total Rewards Program, together with the other related intellectual property arrangements contemplated under the MLSA and the other

covenants, obligations and agreements of the Parties hereunder and under the MLSA, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of each of Tenant and Landlord that (i) each of the provisions of the MLSA, including the management and lease guaranty rights and obligations thereunder, form part of a single integrated agreement and shall not be or deemed to be separate or severable agreements and (ii) the Parties would not be entering into this Lease without entering into the MLSA (and vice versa) (or into any of the other Lease/MLSA Related Agreements without entering into all of the Lease/MLSA Related Agreements) and in the event of any bankruptcy, insolvency or dissolution proceedings in respect of any Party, no Party will reject, move to reject, or join or support any other Party in attempting to reject any one of this Lease or the MLSA or any other Lease/MLSA Related Agreement without rejecting the other agreement as if each of this Lease and the MLSA and each other Lease/MLSA Related Agreement were one integrated agreement and not separable.

**41.18 Manager.** Each of Tenant and Landlord acknowledge and agree that Manager may not be terminated as the manager of the Leased Property for any reason except as permitted under the MLSA.

**41.19 Non-Consented Lease Termination.** Each of Tenant and Landlord acknowledge and agree that in the event of a Non-Consented Lease Termination, Article XXI of the MLSA shall apply and each of the parties shall comply with such Article XXI of the MLSA.

**41.20 Certain Provisions of Louisiana Law.** Without limiting the choice of law provision set forth in Section 41.5, the following provisions shall apply to the extent that the laws of the State of Louisiana govern the interpretation or enforcement of this Lease with respect to any Leased Property located in the State of Louisiana:

(a) Upon termination of Tenant’s right of occupancy under the terms of this Lease, Landlord or its agent may immediately institute eviction proceedings in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure. Tenant specifically waives all notices to vacate, including but not limited to the notice to vacate specified in Louisiana Civil Code of Procedure Article 4701, or any successor provision of law.

(b) Except as expressly set forth in Section 10.4 hereof, Tenant waives any and all claims for payment or other compensation, whether during the Term or at the termination of the Lease, for the loss of ownership to Landlord of any property located in or on the Land, including without limitation (i) any buildings, improvements or other constructions, or (ii) any things incorporated in or attached so as to become a component part of the immovable property.

(c) In accordance with La. R.S. 9:3221, Tenant hereby assumes full responsibility for the condition of the Leased Property, all buildings and improvements now or hereafter located thereon and all component parts thereof. Accordingly, except as expressly and specifically set forth herein, Landlord shall have no liability for injury caused by any defect therein to Tenant or anyone on the Leased Property who derives his or her right to be thereon from Tenant.

(d) TENANT ACKNOWLEDGES THAT THE WAIVERS OF WARRANTY IN THIS LEASE HAVE BEEN BROUGHT TO THE ATTENTION OF TENANT AND ARE GRANTED KNOWINGLY AND VOLUNTARILY.

(e) Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Leased Property or any portion thereof. Neither Landlord's consent (nor contribution, if any) to the performance, scope or cost of any work to be performed by or on behalf of Tenant shall make Landlord liable for or subject Landlord's interest in the Leased Property to any claims granted by the provisions of La. R.S. § 9:4801 et seq. (as the same may be amended, revised, recodified, replaced or supplemented from time to time), and Landlord expressly disclaims any such liability or claims.

**41.21 Certain Provisions of Indiana Law.** Tenant's obligation to pay rent is without relief from valuation and appraisal laws.

**41.22 Confidential Information.** Each Party hereby agrees to, and to cause its Representatives to, maintain the confidentiality of all non-public information received pursuant to this Lease; provided that nothing herein shall prevent any Party from disclosing any such non-public information (a) in the case of Landlord, to PropCo 1, PropCo and Landlord REIT and any Affiliate thereof, (b) in the case of Tenant, to CEOC, CEC and any Affiliate thereof, (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable Legal Requirements (in which case the disclosing Party shall promptly notify the other Parties, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over a Party or its affiliates (in which case the disclosing Party shall, other than with respect to routine, periodic inspections by such regulatory authority, promptly notify the other Parties, in advance, to the extent permitted by law), (e) to its Representatives who are informed of the confidential nature of such information and have agreed to keep such information confidential (and the disclosing Party shall be responsible for such Representatives' compliance therewith), (f) to the extent any such information becomes publicly available other than by reason of disclosure by the disclosing Party or any of its respective Representatives in breach of this Section 41.22, (g) to the extent that such information is received by such Party from a third party that is not, to such Party's knowledge, subject to confidentiality obligations owing to the other Parties or any of their respective affiliates or related parties, (h) to the extent that such information is independently developed by such Party or (i) as permitted under the first sentence of Section 23.2(a). Each of the Parties acknowledges that it and its Representatives may receive material non-public information with respect to the other Party and its Affiliates and that each such Party is aware (and will so advise its Representatives) that federal and state securities laws and other applicable laws may impose restrictions on purchasing, selling, engaging in transactions or otherwise trading in securities of the other Party and its Affiliates with respect to which such Party or its Representatives has received material non-public information so long as such information remains material non-public information.

**41.23 Time of Essence.** TIME IS OF THE ESSENCE OF THIS LEASE AND EACH PROVISION HEREOF IN WHICH TIME OF PERFORMANCE IS ESTABLISHED.

#### **41.24 Consents, Approvals and Notices.**

(a) All consents and approvals that may be given under this Lease shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by Landlord or Tenant to the performance of any act by Tenant or Landlord requiring the consent or approval of Landlord or Tenant under any of the terms or provisions of this Lease shall relate only to the specified act or acts thereby consented to or approved and, unless otherwise specified, shall not be deemed a waiver of the necessity for such consent or approval for the same or any similar act in the future, and/or the failure on the part of Landlord or Tenant to object to any such action taken by Tenant or Landlord without the consent or approval of the other Party, shall not be deemed a waiver of their right to require such consent or approval for any further similar act; and Tenant hereby expressly covenants and agrees that as to all matters requiring Landlord's consent or approval under any of the terms of this Lease, Tenant shall secure such consent or approval for each and every happening of the event requiring such consent or approval, and shall not claim any waiver on the part of Landlord of the requirement to secure such consent or approval.

(b) Each Party acknowledges that in granting any consents, approvals or authorizations under this Lease, and in providing any advice, assistance, recommendation or direction under this Lease, neither such Party nor any Affiliates thereof guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (i) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (ii) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); *provided, however*, each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

(c) Any notice, report or information required to be delivered by Tenant hereunder may be delivered collectively with any other notices, reports or information required to be delivered by Tenant hereunder as part of a single report, notice or communication. Any such notice, report or information may be delivered to Landlord by Tenant providing a representative of Landlord with access to Tenant's or its Affiliate's electronic databases or other information systems containing the applicable information and notice that information has been posted on such database or system.

**41.25 No Release of Tenant or Guarantor.** Notwithstanding anything to the contrary set forth in this Lease, neither Tenant nor Guarantor shall be released from their respective obligations under the MLSA, except as and to the extent expressly provided in the MLSA.

**41.26 Tenant and Landlord; Joint and Several.** Each applicable fee owning entity that comprises Landlord leases its applicable portion of the Leased Property (as set forth on Exhibit A attached hereto) to the corresponding applicable operating entity that comprises Tenant (as set forth on Exhibit A attached hereto), and, accordingly, each such operating entity or entities shall have exclusive rights to act as Tenant with respect to the applicable portion of

the Leased Property leased to such operating entity as set forth on Exhibit A attached hereto. However, all operating entities shall be jointly and severally liable for all of the obligations of all operating entities under this Lease. In addition, all fee owning entities shall be jointly and severally liable for all of the obligations of all fee owning entities under this Lease.

**41.27 Suretyship Waivers.**

(a) Each applicable entity comprising Tenant that is a party hereto hereby irrevocably waives and agrees not to assert or take advantage of any of the following defenses to any obligation under this Lease or under any other document executed, or to be executed, by it in connection herewith: (i) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any Person, or revocation or repudiation hereof by any Person, or the failure of any entity comprising Landlord or Tenant to file or enforce a claim or cause of action against any other Person or the estate (either in administration, bankruptcy, or any other proceeding) of any other Person; (ii) diligence, presentment, notice of acceptance, notice of dishonor, notice of presentment, or demand for payment of or performance of the obligations under this Lease or under any other document executed, or to be executed, in connection herewith and all other suretyship defenses generally; (iii) any defense that may arise by reason of any action required by any statute to be taken against any other entity comprising Tenant; (iv) any defense that may arise by reason of the dissolution or termination of the existence of any other entity comprising Tenant; (v) any defense that may arise by reason of the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of any other entity comprising Tenant; (vi) any defense that may arise by reason of the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, assignment, composition, or readjustment of, or any similar proceeding affecting, any other entity comprising Tenant, or any of the assets of any other entity comprising Tenant; (vii) any right of subrogation, indemnity or reimbursement against any other entity comprising Tenant at any time during which a Tenant Event of Default has occurred and is continuing or until all obligations to Landlord have been irrevocably paid and satisfied in full; (viii) any and all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies might impair or destroy any right, if any, of any other entity comprising tenant of subrogation, indemnity or reimbursement; (ix) any defense based upon Landlord's failure to disclose to any entity comprising Tenant any information concerning any other entity comprising Tenant's financial condition or any other circumstances bearing on Tenant's ability to pay all sums payable under or in respect of this Lease or any other document executed, or to be executed, by it in connection herewith; and (x) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal. Additionally, to the extent permitted by Legal Requirements, each entity comprising Tenant waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require foreclosure sales of assets in a particular order, including any rights provided by NRS 100.040 and 100.050, as such sections may be amended or recodified from time to time. Each successor and assign of each entity comprising Tenant agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

(b) Each applicable entity comprising Landlord that is a party hereto hereby irrevocably waives and agrees not to assert or take advantage of any of the following defenses to

any obligation under this Lease or under any other document executed, or to be executed, by it in connection herewith: (i) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any Person, or revocation or repudiation hereof by any Person, or the failure of any entity comprising Landlord or Tenant to file or enforce a claim or cause of action against any other Person or the estate (either in administration, bankruptcy, or any other proceeding) of any other Person; (ii) diligence, presentment, notice of acceptance, notice of dishonor, notice of presentment, or demand for payment of or performance of the obligations under this Lease or under any other document executed, or to be executed, in connection herewith and all other suretyship defenses generally; (iii) any defense that may arise by reason of any action required by any statute to be taken against any other entity comprising Landlord; (iv) any defense that may arise by reason of the dissolution or termination of the existence of any other entity comprising Landlord; (v) any defense that may arise by reason of the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of any other entity comprising Landlord; (vi) any defense that may arise by reason of the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, assignment, composition, or readjustment of, or any similar proceeding affecting, any other entity comprising Landlord, or any of the assets of any other entity comprising Landlord; (vii) any right of subrogation, indemnity or reimbursement against any other entity comprising Landlord at any time during which a default hereunder by Landlord has occurred and is continuing or until all obligations to Tenant have been irrevocably paid and satisfied in full; (viii) any and all rights and defenses arising out of an election of remedies by Tenant, even though that election of remedies might impair or destroy any right, if any, of any other entity comprising tenant of subrogation, indemnity or reimbursement; (ix) any defense based upon Tenant's failure to disclose to any entity comprising Landlord any information concerning any other entity comprising Landlord's financial condition or any other circumstances bearing on Landlord's ability to pay all sums payable under or in respect of this Lease or any other document executed, or to be executed, by it in connection herewith; and (x) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal. Each successor and assign of each entity comprising Landlord agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

**41.28 Amendments.** This Lease may not be amended except by a written agreement executed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGES

**LANDLORD:**

**HORSESHOE COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S METROPOLIS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE SOUTHERN INDIANA LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)



**NEW HORSESHOE HAMMOND LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE BOSSIER CITY PROP LLC,**  
a Louisiana limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S BOSSIER CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**NEW HARRAH’S NORTH KANSAS CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

**GRAND BILOXI LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE TUNICA LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**NEW TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**CAESARS ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**BALLY’S ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

**HARRAH’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARVEY’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S RENO LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**BLUEGRASS DOWNS PROPERTY OWNER LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

**VEGAS DEVELOPMENT LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**VEGAS OPERATING PROPERTY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**MISCELLANEOUS LAND LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**PROPCO GULFPORT LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

TENANT:

HBR REALTY COMPANY LLC,  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

HARVEYS IOWA MANAGEMENT  
COMPANY LLC,  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

CAESARS ENTERTAINMENT OPERATING  
COMPANY, INC.,  
a Delaware corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
Signature Page to Lease (Non-CPLV)

**SOUTHERN ILLINOIS RIVERBOAT/CASINO  
CRUISES LLC,**  
an Illinois limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**CAESARS RIVERBOAT CASINO, LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**ROMAN HOLDING COMPANY  
OF INDIANA LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HORSESHOE HAMMOND, LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
  
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**HORSESHOE ENTERTAINMENT,**  
a Louisiana limited partnership

By:   New Gaming Capital Partnership,  
      a Nevada limited partnership  
      Its general partner

By:   Horseshoe GP, LLC,  
      a Nevada limited liability company  
      Its general partner

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARRAH’S BOSSIER CITY  
INVESTMENT COMPANY, L.L.C.,**  
a Louisiana limited liability company

By:   /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARRAH’S NORTH KANSAS CITY LLC,**  
a Missouri limited liability company

By:   /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**GRAND CASINOS OF BILOXI, LLC,**  
a Minnesota limited liability company

By:   /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

**ROBINSON PROPERTY GROUP LLC,**  
a Mississippi limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**BOARDWALK REGENCY LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
Signature Page to Lease (Non-CPLV)



**CAESARS NEW JERSEY LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**BALLY’S PARK PLACE LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARVEYS TAHOE MANAGEMENT  
COMPANY LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HOLE IN THE WALL, LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]  
  
Signature Page to Lease (Non-CPLV)

CASINO COMPUTER  
PROGRAMMING, INC.,  
an Indiana corporation

By:     /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

HARVEYS BR MANAGEMENT  
COMPANY, INC.,  
a Nevada corporation

By:     /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

PLAYERS BLUEGRASS DOWNS,  
a Kentucky limited liability company

By:     /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

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**CEOC, LLC,**  
a Delaware limited liability company

By:     /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

[Signatures continue on following page]  
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## EXHIBIT A

## FACILITIES

<b>No.</b>	<b>Property</b>	<b>State</b>	<b>Fee Owner</b>	<b>Operating Entity</b>
1.	Horseshoe Council Bluffs	Iowa	Horseshoe Council Bluffs LLC	HBR Realty Company LLC
2.	Harrah's Council Bluffs	Iowa	Harrah's Council Bluffs LLC	Harveys Iowa Management Company LLC  CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.  Harveys BR Management Company, Inc.
3.	Harrah's Metropolis	Illinois	Harrah's Metropolis LLC	Southern Illinois Riverboat/Casino Cruises LLC
4.	Horseshoe Southern Indiana	Indiana	Horseshoe Southern Indiana LLC	Caesars Riverboat Casino, LLC  Roman Holding Company of Indiana LLC
5.	Horseshoe Hammond	Indiana	New Horseshoe Hammond LLC	Horseshoe Hammond, LLC
6.	Horseshoe Bossier City	Louisiana	Horseshoe Bossier City Prop LLC	Horseshoe Entertainment
7.	Harrah's Bossier City (Louisiana Downs)	Louisiana	Harrah's Bossier City LLC	Harrah's Bossier City Investment Company, L.L.C.
8.	Harrah's North Kansas City	Missouri	New Harrah's North Kansas City LLC	Harrah's North Kansas City LLC  CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
9.	Grand Biloxi Casino Hotel (a/k/a Harrah's Gulf Coast) and Biloxi Land	Mississippi	Grand Biloxi LLC	Grand Casinos of Biloxi, LLC  Casino Computer Programming, Inc.

<b>No.</b>	<b>Property</b>	<b>State</b>	<b>Fee Owner</b>	<b>Operating Entity</b>
10.	Horseshoe Tunica	Mississippi and Arkansas	Horseshoe Tunica LLC	Robinson Property Group LLC
11.	Tunica Roadhouse	Mississippi	New Tunica Roadhouse LLC	Tunica Roadhouse LLC
12.	Caesars Atlantic City	New Jersey	Caesars Atlantic City LLC	Boardwalk Regency LLC Caesars New Jersey LLC
13.	Bally's Atlantic City and Schiff Parcel	New Jersey	Bally's Atlantic City LLC	Bally's Park Place LLC
14.	Harrah's Lake Tahoe	Nevada	Harrah's Lake Tahoe LLC	Harveys Tahoe Management Company LLC CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
15.	Harvey's Lake Tahoe	Nevada and California	Harvey's Lake Tahoe LLC	Harveys Tahoe Management Company LLC
16.	Harrah's Reno	Nevada	Harrah's Reno LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
17.	Bluegrass Downs	Kentucky	Bluegrass Downs Property Owner LLC	Players Bluegrass Downs LLC
18.	Las Vegas Land Assemblage Properties	Nevada	Vegas Development LLC	Hole in the Wall, LLC CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
19.	Harrah's Airplane Hangar	Nevada	Vegas Operating Property LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.

<b>No.</b>	<b>Property</b>	<b>State</b>	<b>Fee Owner</b>	<b>Operating Entity</b>
20.	Vacant Land in Missouri	Missouri	Miscellaneous Land LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
21.	Land Leftover from Harrah’s Gulfport	Mississippi	Propco Gulfport LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
22.	Vacant Land in Splendora, TX	Texas	Miscellaneous Land LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.
23.	Vacant Land at Turfway Park	Kentucky	Miscellaneous Land LLC	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.

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EXHIBIT B

LEGAL DESCRIPTION OF LAND

[SEE ATTACHED]

**Horseshoe Council Bluffs (HBR Realty)**

Lots 1 and 2, Horseshoe Subdivision, an Official Plat, now included in and forming a part of the City of Council Bluffs, Pottawattamie County, Iowa, recorded April 9, 2008 in Book 2008, Page 5151.

Together with the Hotel Access Easement created by that certain Reciprocal Easement and Covenant Agreement dated as of February 28, 2008, recorded March 31, 2008 in Book 2008, Page 4506.

**Harrah's Council Bluffs (Harvey's Iowa Management Sublease)**

**PARCEL C**

Part of accretions to Government Lots 1, 2, 3 and 4, together with riparian rights in Section 33, part of said accretions are located in part of the protraction of Section 32, (according to the Plat of the Original Government Survey, said Section 32 did not exist), Township 75 North, Range 44 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 33; thence North 0 degrees 24 minutes 40 seconds West along the West line of said Northwest Quarter of the Northwest Quarter, a distance of 291.10 feet to a point 240.00 feet normally distant Southerly from the centerline of the Aksarben Bridge as formerly established; thence South 79 degrees 56 minutes 00 seconds West and parallel with the centerline of said Aksarben Bridge as formerly established, a distance of 64.21 feet to a point on the Westerly right-of-way line of the Council Bluffs Missouri River levee and Point of Beginning; thence Southerly along the Westerly right-of-way line of said Council Bluffs Missouri River levee with the following courses: South 18 degrees 02 minutes 16 seconds West, 249.43 feet; thence South 17 degrees 23 minutes 41 seconds West, 236.29 feet; thence South 11 degrees 50 minutes 08 seconds East, 296.56 feet; thence South 23 degrees 33 minutes 45 seconds East, 585.38 feet; thence South 27 degrees 10 minutes 18 seconds East, 1068.68 feet; thence South 17 degrees 04 minutes 16 seconds East, 289.85 feet; thence South 16 degrees 39 minutes 05 seconds East, 523.36 feet; thence South 36 degrees 23 minutes 31 seconds East, 32.65 feet to a point on the Northerly right-of-way line of the Union Pacific Railroad Company, said point being 150.00 feet distant North from the centerline of said Union Pacific Railroad Company measured at right angles thereto; thence leaving the Westerly right-of-way line of said Council Bluffs Missouri River levee South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline, a distance of 377.39 feet to the top of bank of the Missouri River; thence Northerly along said top of bank with the following courses: North 20 degrees 33 minutes 51 seconds West, 209.65 feet; thence North 1 degree 53 minutes 51 seconds West, 141.85 feet; thence North 21 degrees 26 minutes 59 seconds West, 70.05 feet; thence North 48 degrees 45 minutes 58 seconds West, 53.20 feet; thence North



22 degrees 07 minutes 51 seconds West, 200.15 feet; thence North 27 degrees 37 minutes 58 seconds West, 119.29 feet; thence North 34 degrees 14 minutes 25 seconds West, 70.52 feet; thence North 15 degrees 29 minutes 39 seconds West, 110.90 feet; thence North 25 degrees 39 minutes 20 seconds West, 334.98 feet; thence North 5 degrees 52 minutes 48 seconds West, 93.47 feet; thence North 7 degrees 30 minutes 55 seconds East, 62.78 feet; thence North 8 degrees 06 minutes 51 seconds West, 87.65 feet; thence North 34 degrees 10 minutes 59 seconds West, 100.89 feet; thence North 16 degrees 18 minutes 02 seconds West, 275.25 feet; thence North 32 degrees 43 minutes 12 seconds West, 154.20 feet; thence North 18 degrees 33 minutes 34 seconds West, 220.22 feet; thence North 8 degrees 07 minutes 54 seconds East, 76.37 feet; thence North 11 degrees 46 minutes 28 seconds West, 55.22 feet; thence North 22 degrees 29 minutes 02 seconds West, 90.48 feet; thence North 13 degrees 57 minutes 21 seconds West, 78.61 feet; thence North 21 degrees 55 minutes 58 seconds West, 510.98 feet; thence North 2 degrees 16 minutes 52 seconds East, 72.13 feet to a point 240.00 feet normally distant Southerly from the centerline of said Aksarben Bridge as formerly established; thence leaving said top of bank North 79 degrees 56 minutes 00 seconds East and parallel with the centerline of Aksarben Bridge as formerly established, a distance of 528.21 feet to the Point of Beginning. The Westerly line of said parcel, being the top of bank of the Missouri River, is subject to change due to natural causes and may not represent the actual location of the limit of title, pursuant to Management Agreement dated August 8, 1994, recorded September 9, 1994 in Book 95, Page 6368 and Sublease Agreement dated March 1, 1995, recorded March 10, 1995 in Book 95, Page 21438;

**EXCEPT** river front roadway as described in Quit Claim Deed at Book 2011, Page 5606 and as shown in Acquisition Plat recorded in Book 2011, Page 5607 and described as follows: A parcel of land being a portion of accretions to Government Lots 1, 2, and 3 in Section 33, Township 75 North, Range 44 West of the 5th Principle Meridian, Council Bluffs, Pottawattamie County, Iowa, being more fully described as follows: Commencing at the Northwest corner of said Section 33; thence along the West line of said Section 33, South 01 degrees 35 minutes 39 seconds West, 1034.31 feet; thence South 81 degrees 54 minutes 47 seconds West, 347.63 feet to the true point of beginning, said point being on a non-tangent curve, concave Easterly, to which point a radial line bears South 86 degrees 32 minutes 43 seconds West, 456.50 feet; thence Southerly along said curve, through a central angle of 25 degrees 46 minutes 30 seconds, 205.36 feet to the beginning of a reverse curve concave Westerly, having a radius of 543.50 feet; thence Southerly along said reverse curve, through a central angle of 22 degrees 45 minutes 28 seconds, 215.88 feet to a point on the Westerly right-of-way line of the Council Bluffs Missouri River Levee; thence along said Westerly right-of-way line the following five (5) courses: 1) South 19 degrees 22 minutes 23 seconds West, 18.95 feet; 2) South 09 degrees 51 minutes 26 seconds East, 296.56 feet; 3) South 21 degrees 35 minutes 03 seconds East, 585.38 feet; 4) South 25 degrees 11 minutes 36 seconds East, 1068.68 feet; 5) South 15 degrees 05 minutes 34 seconds East, 44.04 feet to a point on a non-tangent curve, concave Northeasterly, to which point a radial line bears South 29 degrees 29 minutes 49 seconds West, 183.00 feet; thence Northwesterly

along said curve, through a central angle of 35 degrees 24 minutes 31 seconds, 113.09 feet; thence North 25 degrees 05 minutes 40 seconds West, 1560.17 feet to the beginning of a curve, concave Easterly, having a radius of 482.50 feet; thence Northerly along said curve, through a central angle of 19 degrees 09 minutes 21 seconds, 161.32 feet; hence North 05 degrees 56 minutes 19 seconds West, 202.85 feet to the beginning of a curve, concave Westerly, having a radius of 467.50 feet; thence Northerly along said curve, through a central angle of 23 degrees 17 minutes 28 seconds, 190.04 feet to the beginning of a reverse curve concave Easterly, having a radius of 532.50 feet; thence Northerly along said curve, through a central angle of 25 degrees 06 minutes 46 seconds, 233.39 feet; thence North 81 degrees 54 minutes 49 seconds East, 76.21 feet to the true point of beginning. Said parcel contains an area of 134,229 square feet (3.081 acres), more or less.

**Harrah’s Council Bluffs (Harveys Iowa Management)**

Fee as to Parcel A - Tract 1; Parcels B, D, E and F;

Easement as to Easement Estate Parcels 1, 2 and 3

**PARCEL A - TRACT I**

Part of accretions to Government Lots 3 and 4 in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown’s Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of said Section 33, said point being 150.00 feet distant North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline, a distance of 2708.13 feet to the Point of Beginning; thence continuing South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline, a distance of 599.36 feet to a point on the Easterly right-of-way line of the Council Bluffs Missouri River levee; thence continuing South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way of said Union Pacific Railroad Company and parallel with said centerline, a distance of 165.28 feet to a point on the Westerly right-of-way line of the Council Bluffs Missouri River levee; thence Northerly along the Westerly right-of-way line of said Council Bluffs Missouri River levee with the following courses: North 36 degrees 23 minutes 31 seconds West, 32.65 feet; thence North 16 degrees 39 minutes 05 seconds West, 523.36 feet; thence North 17 degrees 04 minutes 16 seconds West, 242.30 feet; thence leaving the Westerly right-of-way line of said Council Bluffs Missouri River levee North 76 degrees 00 minutes 00 seconds East, a distance of 139.09 feet to a point on the

Easterly right-of-way line of said Council Bluffs Missouri River levee; thence South 62 degrees 03 minutes 14 seconds East, a distance of 198.33 feet; thence South 88 degrees 59 minutes 24 seconds East, a distance of 261.25 feet; thence North 88 degrees 45 minutes 22 seconds East, a distance of 1169.59 feet to a point on the Northwestern right-of-way line of the Union Pacific Railroad Company; thence South 43 degrees 50 minutes 40 seconds West along the Northwestern right-of-way line of said Union Pacific Railroad Company, a distance of 218.38 feet; thence North 46 degrees 09 minutes 20 seconds West along the Northwestern right-of-way line of said Union Pacific Railroad Company, a distance of 42.00 feet; thence South 43 degrees 50 minutes 40 seconds West along the Northwestern right-of-way line of said Union Pacific Railroad Company, a distance of 800.00 feet to the Point of Beginning, pursuant to City Deed dated February 28, 1995, recorded March 3, 1995 in Book 95, Page 21143;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

Part of accretions to Government Lots 3 and 4 in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown's Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of said Section 33, said point being 150.00 feet distant North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline a distance of 2,708.13 feet to the Point of Beginning of the parent parcel; thence North 43 degrees 50 minutes 40 seconds East 563.70 feet to the Point of Beginning of this description; thence continuing North 43 degrees 50 minutes 40 seconds East 236.29 feet; thence South 46 degrees 09 minutes 20 seconds East 42.00 feet; thence North 43 degrees 50 minutes 40 seconds East 53.74 feet; thence Northwesterly 29.90 feet along a curve concave Southwesterly with a radius of 37.15 feet having a long chord bearing North 32 degrees 09 minutes 58 seconds West 29.10 feet; thence Northwesterly 112.71 feet along a curve concave Southwesterly with a radius of 179.50 feet having a long chord bearing North 73 degrees 12 minutes 48 seconds West 110.87 feet; thence South 88 degrees 47 minutes 52 seconds West 886.30 feet; thence Northwesterly 49.07 feet along a curve concave Northeasterly with a radius of 520.50 feet having a long chord bearing North 88 degrees 30 minutes 07 seconds West 49.05 feet; thence South 13 degrees 41 minutes 23 seconds West 142.71 feet; thence Southeasterly 126.99 feet along a 98.00 foot radius curve concave Southwesterly with a long chord bearing South 46 degrees 00 minutes 12 seconds East 118.29 feet; thence North 88 degrees 47 minutes 52 seconds East 673.30 feet; thence South 82 degrees 49 minutes 30 seconds East 101.91 feet to the Point of Beginning, pursuant to Special Warranty Deed dated March 27, 2002, recorded April 3, 2002 in Book 102, Page 79659.

PARCEL B:

Part of Government Lots 3 and 4 and accretions thereto in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown's Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of said Section 33, said point being 150.00 feet distance North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline a distance 1357.86 feet to a point on the Westerly right-of-way line of Interstate No. 29, said point being 160.00 feet normally distant Westerly from the centerline of said Interstate No. 29, and Point of Beginning; thence continuing South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with the centerline of said Union Pacific Railroad Company, a distance of 1138.14 feet; thence North 43 degrees 50 minutes 40 seconds East along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 650.00 feet; thence North 46 degrees 09 minutes 20 seconds West along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 42.00 feet; thence North 43 degrees 50 minutes 40 seconds East along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 951.96 feet to a point on the Westerly right-of-way line of said Interstate No. 29, said point being 205.00 feet, normally distance Westerly from the centerline of said Interstate No. 29; thence South 6 degrees 44 minutes 11 seconds East along the Westerly right-of-way line of said Interstate No. 29, a distance of 236.43 feet to a point 180.00 feet normally distance Westerly from centerline Station 213+00 of said Interstate No. 29; thence South 11 degrees 58 minutes 36 seconds East along the Westerly right-of-way line of said Interstate No. 29, a distance of 203.96 feet to a point 140.00 feet normally distant Westerly from centerline Station 215+00 of said Interstate No. 29; thence South 0 degrees 40 minutes 00 seconds East along the Westerly right-of-way line of said Interstate No. 29, a distance of 600.00 feet to a point 140.00 feet normally distant Westerly from centerline Station 221+00 of said Interstate No.29; thence South 10 degrees 38 minutes 36 seconds West along the Westerly right-of-way line of said Interstate No. 29, a distance of 101.98 feet to a point 160.00 feet normally distant Westerly from centerline Station 222+00 of said Interstate No. 29; thence South 0 degrees 40 minutes 00 seconds East along the Westerly right-of-way line of said Interstate No. 29, a distance of 27.01 feet to the Point of Beginning, pursuant to City Deed dated February 28, 1995, recorded March 3, 1995 in Book 95, Page 21143.

PARCEL D:

Part of Government Lot 3 and accretions thereto, and part of accretions to Government Lot 4, all in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown's Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of Section 33, said point being 150.00 feet distant North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline, a distance of 2496.00 feet to the Point of Beginning; thence North 43 degrees 50 minutes 40 seconds East along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 650.00 feet; thence North 46 degrees 09 minutes 20 seconds West along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 42.00 feet; thence North 43 degrees 50 minutes 40 seconds East along the Southeasterly right-of-way line of said Union Pacific Railroad Company, a distance of 962.62 feet; thence North 46 degrees 09 minutes 20 seconds West, a distance of 66.00 feet to a point on the Northwesterly right-of-way line of said Union Pacific Railroad Company; thence South 43 degrees 50 minutes 40 seconds West along the Northwesterly right-of-way line of said Union Pacific Railroad Company, a distance of 962.62 feet; thence North 46 degrees 09 minutes 20 seconds West along the Northwesterly right-of-way line of said Union Pacific Railroad Company, a distance of 42.00 feet; thence South 43 degrees 50 minutes 40 seconds West along the Northwesterly right-of-way line of said Union Pacific Railroad Company, a distance of 800.00 feet to a point on the Northerly right-of-way of said Union Pacific Railroad Company; thence North 88 degrees 50 minutes 40 seconds East along the Northerly right-of-way line of said Union Pacific Railroad Company, a distance of 212.13 feet to the Point of Beginning, pursuant to Quitclaim Deed dated April 11, 1995, recorded April 13, 1995 in Book 95, Page 24344.

PARCEL E:

Part of accretions to Government Lot 4 in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown's Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of said Section 33, said point being 150.00 feet distant North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline a distance of 3131.29 feet to the Point of Beginning; thence continuing South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way of said Union Pacific Railroad Company and parallel with said centerline a distance of 173.74 feet to a point on the

Easterly right-of-way line of Council Bluffs Missouri River levee; thence South 35 degrees 22 minutes 20 seconds East along the Easterly right-of-way line of said Council Bluffs Missouri River levee, a distance of 63.28 feet; thence North 88 degrees 50 minutes 40 seconds East and parallel with the Northerly right-of-way line of said Union Pacific Railroad Company, a distance of 52.82 feet; thence North 1 degree 09 minutes 20 seconds West, a distance of 32.00 feet; thence North 88 degrees 50 minutes 40 seconds East and parallel with the Northerly right-of-way line of said Union Pacific Railroad Company, a distance of 65.00 feet; thence North 43 degrees 50 minutes 40 seconds East distance of 28.75 feet to the Point of Beginning, pursuant to Quitclaim Deed dated April 11, 1995, recorded April 13, 1995 in Book 95, Page 24344.

PARCEL F:

A tract of land located in part of Government Lot 1 in part of Government Lot 2 in the North half of Section 4, Township 74 North, Range 44 West, and in part of Government Lot 4 in the South half of Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at the center of said Section 4; thence North 71 degrees 18 minutes 33 seconds East, 424.69 feet to the intersection of the Northeasterly right-of-way line of River Road with the Northwesterly right-of-way line of Nebraska Avenue; thence along said Northwesterly right-of-way line of Nebraska Avenue, North 53 degrees 16 minutes 34 seconds East, 149.99 feet to the Westerly right-of-way line of Interstate No. 29; thence along said Westerly right-of-way line of Interstate No. 29 the following three courses and distances: 1) North 36 degrees 43 minutes 26 seconds West, 361.75 feet to the beginning of a curve concave Northeasterly having a radius of 421.40 feet; 2) Northerly along said curve through a central angle of 41 degrees 17 minutes 33 seconds, an arc length of 303.70 feet with a chord bearing and distance of North 18 degrees 09 minutes 58 seconds West, 297.17 feet; 3) North 2 degrees 36 minutes 17 seconds East, 28.61 feet to the Southwesterly right-of-way line of the Council Bluffs Missouri River levee easement and to the Point of Beginning; thence continuing along the Westerly right-of-way line of said Interstate No. 29 the following four courses and distances: 1) North 2 degrees 36 minutes 17 seconds East, 519.53 feet; 2) North 6 degrees 35 minutes 23 seconds East, 501.22 feet; 3) North 0 degrees 43 minutes 56 seconds West, 361.64 feet; and 4) North 0 degrees 14 minutes 35 seconds West, 959.50 feet to the Southerly right-of-way line of the Union Pacific Railroad Company; thence along said Southerly right-of-way line of the Union Pacific Railroad Company the following three courses and distances: 1) South 89 degrees 15 minutes 00 seconds West, 598.26 feet; 2) North 0 degrees 45 minutes 00 seconds West, 50.00 feet; 3) South 89 degrees 15 minutes 00 seconds West, 1351.73 feet to the Southwesterly right-of-way line of the Council Bluffs Missouri River levee easement and the Northeasterly right-of-way line of River Road being on a curve concave Northeasterly having a radius of 562.47 feet; thence along said Southwesterly right-of-way line of Council Bluffs Missouri River levee and said Northeasterly right-of-way line of River Road the following two courses and distances: 1) Southeasterly along

said curve through a central angle of 17 degrees 08 minutes 48 seconds an arc distance of 168.33 feet with a chord bearing and distance of South 30 degrees 23 minutes 02 seconds East, 167.70 feet; 2) South 38 degrees 57 minutes 26 seconds East, 2852.08 feet to the Point of Beginning, pursuant to Warranty Deed dated June 23, 1995, recorded June 27, 1995 in Book 95, Page 31951;

The above described real estate is also known and described as follows:

All that part of Government Lot 4 and accretions, South half of the Southwest Quarter and Southwest Quarter of the Southeast Quarter of Section 33, Township 75 North, Range 44 located in the City of Council Bluffs, Pottawattamie County, Iowa and lying East of Sieck Levee right-of-way, South of Union Pacific Railroad Company right-of-way and West of Interstate No. 29 right-of-way. Also, part of accretions to Government Lot 1 and 2, North half of the Northwest Quarter, Southeast Quarter of the Northwest Quarter, and West half of the Northeast Quarter lying West of Interstate No. 29 right-of-way and East of Levee right-of-way, all in Section 4, Township 74, Range 44, in the City of Council Bluffs, Pottawattamie County, Iowa;

EXCEPT that part deeded to the State of Iowa by Quit Claim Deed dated October 7, 2010, recorded October 27, 2010 as Document No. 2010-14805 and described as follows: A parcel of land located in Government Lot 1 and Accretions of Section 4, T74N, R44W of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Commencing at the N1/4 corner of said Section 4; thence S2°06'47" West 219.23 feet; thence S87°53'13" East 273.96 feet to a point on the present Westerly right-of-way line of Interstate Route No. 29, the Point of Beginning; thence S0°55'25" West 192.16 feet along said present Westerly right-of-way line; thence S8°09'57" West 412.96 feet along said present Westerly right-of-way line; thence N5°52'03" East 604.08 feet to the Point of Beginning.

#### EASEMENT ESTATE PARCEL 1:

Rights granted to Harveys Iowa Management Company, Inc. contained in Quitclaim Deed from Union Pacific Railroad Company dated April 11, 1995, recorded in Book 95, Page 24352.

#### EASEMENT ESTATE PARCEL 2:

Rights granted to Harveys Iowa Management Company contained in Easement Deed from Union Pacific Railroad Company dated February 6, 1996, recorded in Book 96, Page 22981.

#### EASEMENT ESTATE PARCEL 3:

Rights granted to Harveys Iowa Management, Inc. contained in License to Occupy and Utility Easement dated April 1, 1996, recorded in Book 96, Page 28049.

The above Parcels A, B, D and E are more fully described as follows:

A tract of land being a part of accretions to Government Lots 3 and 4, in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, in Pottawattamie County, Council Bluffs, Iowa, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 33; thence South 88 degrees 50 minutes 40 seconds West a distance of 1357.86 feet to a point on the intersection of the Westerly right-of-way line of Interstate No. 29 with the North right-of-way line of the Union Pacific Railroad Company, said point being the Point of Beginning of the tract of land to be described; thence South 88 degrees 50 minutes 40 seconds West on said North right-of-way line, a distance of 1773.43 feet; thence South 43 degrees 50 minutes 40 seconds West continuing on said North right-of-way line, a distance of 28.75 feet; thence South 88 degrees 50 minutes 40 seconds West continuing on said North right-of-way line, a distance of 65.00 feet; thence South 01 degrees 09 minutes 20 seconds East on said North right-of-way line, a distance of 32.00 feet; thence South 88 degrees 50 minutes 40 seconds West on said North right-of-way line, a distance of 52.82 feet; thence North 35 degrees 22 minutes 20 seconds West on said North right-of-way line, a distance of 63.28 feet; thence South 88 degrees 50 minutes 40 seconds West on said North right-of-way line, a distance of 165.28 feet to a point on the top of bank of the Missouri River; thence North 36 degrees 23 minutes 31 seconds West on said top of bank, a distance of 32.65 feet; thence North 16 degrees 39 minutes 05 seconds West continuing on said top of bank, a distance of 523.36 feet; thence North 17 degrees 04 minutes 16 seconds West continuing on said top of bank, a distance of 289.85 feet; thence North 76 degrees 00 minutes 00 seconds East, a distance of 139.09 feet; thence South 62 degrees 03 minutes 14 seconds East, a distance of 198.33 feet; thence South 88 degrees 59 minutes 24 seconds East, a distance of 261.25 feet; thence North 88 degrees 45 minutes 22 seconds East, a distance of 1169.59 feet; thence North 43 degrees 50 minutes 40 seconds East, a distance of 744.04 feet; thence South 46 degrees 09 minutes 20 seconds East, a distance of 66.00 feet to a point on the Westerly right-of-way line of said Interstate No. 29; thence on said Westerly right-of-way line South 43 degrees 50 minutes 40 seconds West, a distance of 10.68 feet; thence continuing on said Westerly right-of-way line South 06 degrees 44 minutes 11 seconds East, a distance of 236.43 feet; thence continuing on said Westerly right-of-way line South 11 degrees 58 minutes 36 seconds East, a distance of 203.96 feet; thence continuing on said Westerly right-of-way line South 00 degrees 40 minutes 00 seconds East, a distance of 600.00 feet; thence continuing on said Westerly right-of-way line South 10 degrees 38 minutes 36 seconds West, a distance of 101.98 feet; thence continuing on said Westerly right-of-way line South 00 degrees 40 minutes 00 seconds East, a distance of 27.01 feet to the Point of Beginning.

**Harrah’s Council Bluffs (CEOC)**

PARCEL A - TRACT II



Part of accretions to Government Lots 3 and 4 in Section 33, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at a point on line with the West line of Blocks 35 and 36 of Brown's Subdivision, Council Bluffs, Iowa, 1003 feet West and 1290 feet North of the Southeast corner of said Section 33, said point being 150.00 feet distant North from the centerline of the Union Pacific Railroad Company measured at right angles thereto; thence South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline a distance of 2,708.13 feet to the Point of Beginning of the parent parcel; thence North 43 degrees 50 minutes 40 seconds East 563.70 feet to the Point of Beginning of this description; thence continuing North 43 degrees 50 minutes 40 seconds East 236.29 feet; thence South 46 degrees 09 minutes 20 seconds East 42.00 feet; thence North 43 degrees 50 minutes 40 seconds East 53.74 feet; thence Northwesterly 29.90 feet along a curve concave Southwesterly with a radius of 37.15 feet having a long chord bearing North 32 degrees 09 minutes 58 seconds West 29.10 feet; thence Northwesterly 112.71 feet along a curve concave Southwesterly with a radius of 179.50 feet having a long chord bearing North 73 degrees 12 minutes 48 seconds West 110.87 feet; thence South 88 degrees 47 minutes 52 seconds West 886.30 feet; thence Northwesterly 49.07 feet along a curve concave Northeasterly with a radius of 520.50 feet having a long chord bearing North 88 degrees 30 minutes 07 seconds West 49.05 feet; thence South 13 degrees 41 minutes 23 seconds West 142.71 feet; thence Southeasterly 126.99 feet along a 98.00 foot radius curve concave Southwesterly with a long chord bearing South 46 degrees 00 minutes 12 seconds East 118.29 feet; thence North 88 degrees 47 minutes 52 seconds East 673.30 feet; thence South 82 degrees 49 minutes 30 seconds East 101.01 feet to the Point of Beginning, pursuant to Special Warranty Deed dated March 27, 2002, recorded April 3, 2002 in Book 102, Page 79659.

**Biloxi (Grand Casinos of Biloxi)**

**Parcel 1 (Tax Parcel No. 14101-02-001.000)**

That certain lot or parcel of land situated in the City of Biloxi, Second Judicial District, Harrison County, Mississippi, and described more in particular as follows: That certain lot or parcel of land fronting 100 feet on the South side of East Howard Avenue and running back South a distance of 100 feet; being bounded on the North by East Howard Avenue; on the East by Maple Street; on the South by property of J.C. Marine; on the West by property of J.C. Marine. Said parcel being the East 100 feet of Lot 9; the East 100 feet of the North 20 feet of Lot 8 Block 10, Summerville Addition and of record on Plat Book 2, page 3 in the office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi. Said parcel contains 10,000 sq. ft. or 0.23 acre more or less.

Physical address: 271 Howard Ave., Biloxi, MS

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Parcel 2 (Tax Parcel No. 1410I-02-001.001).

That certain lot or parcel of land situated in the City of Biloxi, Second Judicial District of Harrison County, Mississippi, and described more in particular as follows, to-wit:

That certain lot or parcel of land fronting 75 feet on Maple Street and running back West a distance of 100 feet, being bounded on the North by Oaks, on the East by Maple Street, on the South by property now or formerly of Ackridge; on the West by J. C. Marine. Said parcel being the East 100 feet of the South 60 feet of Lot 8 and the East 100 feet of the North 15 feet of Lot 7, Block 10, Summerville Addition, according to the official map or plat thereof on file and of record in Plat Book 2, page 3, in the office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi.

Physical address: 139 Maple Street, Biloxi, MS

Parcel 4 (Tax Parcel No. 1410I-02-003.000).

That certain lot or parcel of land measuring from East and West 200 feet, and from North to South 58 feet; being bound East by Maple Street, North by property formerly of DeJean and Smolcich, West by property now or formerly of Hennig, and other, and South by property now or formerly of Williams. Being a part of Lot 7, Block 10, Summerville Addition to the City of Biloxi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, in Plat Book 171, page 188.

Physical address: 137 Maple Street, Biloxi, MS

Parcel 5 (Tax Parcel No. 1410I-02-004.000).

That certain lot or parcel of land situated in the City of Biloxi, Harrison County, Mississippi, and particularly described as follows, to-wit: That certain lot or parcel of land situated in Summerville Addition to the City of Biloxi, measuring from East to West on the South side 240 feet, more or less, on the North side 200 feet, more or less, and from North to South 56 feet, more or less; being bounded on the North by property now or lately of Mrs. L.C. Holley, on the West by property now or lately of Jack Stanovich, Sr., at one time of Peter and Amalia Yurgensen, on the South by property now or lately of Mrs. Sophie Ross, formerly of J. A. and Mary E. Skinner, and on the East by Maple Street, at one time called Magnolia Street in the Plat of said Summerville Addition. Being a part of lots 6 and 7, in Block 10, of said Summerville Addition to the City of Biloxi, Mississippi, according to the official Map or Plat of said addition on file and of record in the Office of the Chancery Clerk of said County and State. Also being described as North 52' of Lot 6 and the South 7' of Lot 7, Block 10, Summerville Addition to the City of Biloxi as shown on survey of Brown & Mitchell, Inc. dated August 25, 2006.

Physical address: 133 Maple Street, Biloxi, MS

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Parcel 6 (Tax Parcel No. 1410I-02-005.000).

The North 30 feet of Lot Five (5) and the South 28 feet of Lot Six (6), less the West Fifty (50) feet, all in Block Ten (10) of Summerville Addition to the City of Biloxi, Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, said property being further described as being bounded on the North by property now or formerly of Holley, on the South by property now or formerly of Thornton, on the East by Maple Street and on the West by property now or formerly of Eilzey; having a frontage of 68 feet, more or less, on the West side of Maple Street and running back between parallel lines a distance of 190 feet, more or less. Being a portion of the same property conveyed to Mrs. Sophi Rose by Warranty Deed from J.A. Skinner, et al. dated February 28, 1919, recorded in Book 130, pages 283-284 of the Land Deed Records of Harrison County, Mississippi.

Physical address: 131 Maple Street, Biloxi, MS 39530

Parcel 7 (Tax Parcel No. 1410I-02-006.000).

The South Fifty (50) feet of Lot 5, Block 10, of Summerville Addition to the City of Biloxi, Second Judicial District of Harrison County, Mississippi as per plat of the said Addition recorded in Plat Book 2 at Page 3 of the said record of plats of Harrison County, Mississippi, said property being further described as bounded South by the property of Frank Covacevich, East by Maple Street, North by the property of Amos Ross, West by the property of Jack W. Covacevich, having a front on Maple Street of Fifty (50) feet, and running back West between parallel lines Two Hundred Forty (240) feet to the property of said Jack W. Covacevich.

Physical address: 129 Maple Street, Biloxi, MS 39530

Parcel 8 (Tax Parcel No. 1410I-02-007.000).

Beginning at the Northeast corner of Lot 4, Block 10, Summerville Subdivision; thence West 203.6 feet; thence South 42.9 feet; thence East 201.1 feet to the west margin of Maple Street; thence North along the West margin of Maple Street 42.9 feet to the point of beginning. Also being described as the North 42.9 feet of Lot, Block 10 Summerville, as per survey of Brown & Mitchell, Inc. dated August 5, 2006 and recorded in with Warranty Deed in Book 2006-3094-D-J2.

Physical address: 127 Maple Street, Biloxi, MS 39530

Parcel 10 (Tax Parcel No. 1410I-02-009.000).

One lot or parcel of land described as beginning on the South East corner of Mrs. Clifford Champagne's property on Maple Street, thence running eight (8) feet North on the West side of

Maple Street, thence West eighty (80) feet, on the south boundary line of the property now or formerly of Marion, thence north thirty (30) feet on the west boundary lines of the property now or formerly of Marion, thence West nineteen (19) feet on the South boundary of the property now or formerly of Covacevich, thence South thirty-eight (38) feet on the East boundary line of the property now or formerly of DeJean, thence ninety-nine (99) feet to the Point of Beginning, on the North boundary of the property now or formerly of Champagne property. Being the same property conveyed by Eddie E. and Mrs. Eunice Stafford to Mrs. Frances Marion by warranty Deed dated January 20th, 1938, and recorded in Deed Book 218 at Page 551, AKA: Part of Lot 3, Block 10, Summerville Subdivision, Harrison County, Second Judicial District, Mississippi.

Also, one lot of land described as being bounded on the North by property of the property now or formerly of Frank Covacevich, on the East by Maple Street, on the south by the property of the property now or formerly of Stafford and on the West by the property of the property now or formerly of Stafford, having a front on said Maple Street of 30 feet and running back between parallel lines 80 feet. Being the same property acquired by Mrs. Frances Stafford Marion from Marion Stafford by Warranty Deed dated December 8th, 1924, and recorded in deed Book 144, Page 349-350.

Physical address: 123 Maple Street, Biloxi, MS 39530

Parcel 11 (Tax Parcel No. 1410I-02-010.000).

A parcel of land situated in Part of Lots 2 and 3, Block 10 Summerville Addition to the City of Biloxi, Second Judicial District, Harrison County, Mississippi, better described as follows:

Commencing at the Southeast corner of Lot 2, Block 10, Summerville, also being the intersection of the North margin of First Street and the West margin of Maple Street, thence North 00°43'18" West 51.02 feet along said West margin of Maple Street to the Point of Beginning, thence North 00°43'18" West 64.83 feet along Maple Street; thence South 88°32'35" West 101.11 feet; thence South 00°10'23" West 64.97 feet; THENCE North 88°29'05" East 102.12 feet to the Point of Beginning.

Physical address: 121 Maple Street, Biloxi, MS 39530

Parcel 15 (Tax Parcel No. 1410I-02-016.000).

The East Thirty-four (34) feet of the West One Hundred Twenty-Five (125) feet of Lot Eighteen (18), Block Ten (10) of the Plan Summerville, a subdivision in the City of Biloxi, Mississippi, having a frontage on the North side of East First Street of Thirty-Four (34) feet, more or less, and running back in a Northerly direction between parallel lines a distance of Eighty (80) feet.

Physical address: 290 First Street, Biloxi, Mississippi.

Parcel 16 (Tax Parcel No. 1410I-02-017.000)

The West ninety-one (91) feet of Lot Eighteen (18), Block Ten (10) of Summerville Addition to the City of Biloxi, as per map or plat thereof on file and of record in the office of the Chancery Clerk Harrison County, Mississippi, together with all of the improvements thereon, situated in the City of Biloxi, Harrison County, Mississippi.

Physical address: 118 Oak Street, Biloxi, MS 39530

Parcel 17 (Tax Parcel No. 1410I-02-018.000)

The South half of Lot 17 of Block 10 of the Plan of Summerville Addition as shown by Plat or Map thereof, recorded in Page 3 of the Plat Book #2 in the office of the Chancery Clerk of Harrison County, Mississippi; the Lot herein conveyed having a frontage on the East side of Oak Street of 40 feet and extending back East between parallel lines a distance of 200 feet.

Physical address: 122 Oak Street, Biloxi, MS 39530

Parcel 18 (Tax Parcel No. 1410I-02-019.000)

The North one-half of Lot Seventeen (17), in Block Ten (10) of Summerville according to the map or plat thereof recorded in the office of the Chancery Clerk of Harrison County, Mississippi, the Lot hereby conveyed having a frontage of Forty (40) feet on the East margin of Oak Street between East Howard and First Street and extending back between parallel lines for a distance of Two Hundred (200) feet.

Physical address: 124 Oak Street, Biloxi, MS 39530

Parcel 21 (Tax Parcel No. 1410I-02-022.000)

Beginning at the intersection of the property herein conveyed, and the property formerly of Jake Stanovich now Donald Covacevich, on the East side of Oak Street, running thence South along the East side or line of Oak Street, Sixty (60) feet to the property formerly of Jack Covacevich, now Frank Covacevich, thence East along the North Line of the property of Jack Covacevich, now Frank Covacevich, two hundred (200) feet, to a fence, thence North along said fence a distance of Sixty (60) feet, to the property of Donald Covacevich, thence West along the South line of the property of Donald Covacevich two hundred (200) feet, to the place of beginning, said property having a frontage on Oak Street of sixty (60) feet and a depth East and West of two hundred (200) feet, and being a part of Lots 15 and 16 of Block 10 of Summerville Subdivision as per plat on file in the office of the Chancery Clerk of Harrison County, Mississippi.

Physical address: 130 Oak Street, Biloxi, MS

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Parcel 22 (Tax Parcel No. 1410I-02-023.000)

That certain lot measuring 50 feet by 180 feet, more or less, and being a part of Lots 14 and 15, Block 10, Summerville Addition to the City of Biloxi, according to the official map or plat thereof and further known as 132 Oak Street, Biloxi, Mississippi.

Physical address: 132 Oak Street, Biloxi, MS

Parcel 23 (Tax Parcel No. 1410I-02-024.000)

That certain lot or parcel of land commencing at a point on the East line of Oak Street, which is the Northwest corner of Lot 14, Block 10 of the Summerville Addition to the City of Biloxi, thence running East along the North line of said Lot 180 feet; thence South 70 feet to an iron pipe; thence West along a line parallel with the North line of said Lot 14, 180 feet to the East line of Oak Street; thence North along the East line of Oak Street 70 feet to the point of beginning; said property being bounded North by property of Foster, East by property of Toche, South by property of Hoover (formerly Covacevich) and West by Oak Street.

Physical address: 134 Oak Street, Biloxi, MS

Parcel 24 (Tax Parcel No. 1410I-02-024.001)

That certain lot or parcel of land being described as the East 60 feet of Lot 14, Block 10 and the East 60 feet of the North 40 feet of Lot 15, Block 10, of the Summerville Addition to the City of Biloxi, and the whole of said parcel of land being bounded on the North by property of Foster, East by property of Thorton, Usey and others, South by property of Picard and West by property of Toche and Hoover.

Physical address: 134 Oak Street, Biloxi, MS

There is also hereby conveyed as an easement appurtenant to the above described property a right- of-way or use over, through, and across that certain strip of land described as 10 feet wide and commencing at a point on the East line of Oak Street, 10 feet North of the Northwest corner of Lot 15, Block 10 of the Summerville Addition to the City of Biloxi; thence running East and parallel with the North line of said Lot 15 a distance of 180 feet to the property above described, thence North 10 feet thence West and parallel with the North line of Lot 15 a distance of 180 feet to the East line of Oak Street; thence South 10 feet to the point of beginning. It being the intentions of the grantors herein to convey unto the grantees herein an easement over, through, and across said strip of land for the purposes of ingress and egress to and from Oak Street and as an easement appurtenant to the parcel of land first described herein.

The West 50 feet of the North 30 feet of Lot Five (5) and the West 50 feet of the South 28 feet of Lot Six (6) all in Block Ten (10) of Summerville Addition to the City of Biloxi, Harrison

County, Mississippi according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi; said property being further described as being bounded on the North by property now or formerly of Holley, on the South by property now or formerly of Thornton, on the East by property now or formerly of Marinovich and on the West by property of Grantors, formerly of Ellzey, having dimensions of 58 feet more or less north and south and 50 feet more or less east and west.

Parcel 25 (Tax Parcel No. 1410I-02-025.000)

The South 60 feet of Lots 10 and 13 in Square 10 of Summerville Addition to the City of Biloxi, being further described as bounded on the South by now or formerly Stanovich, West by Oak Street, North by now or formerly Austin, and East by now or formerly Holley, having a frontage on Oak Street of 60 feet, running back East between parallel lines a distance of 280 feet, more or less; being the same property conveyed to E. S. Flint and wife, Mrs. E. S. Flint by Florence Arguelles, et al., by Warranty Deed dated January 26, 1942, and recorded in Book 246, Pages 458-459, Deed Records of Harrison County, Mississippi, being known as Municipal No. 236 Oak Street, Biloxi, Mississippi, and being conveyed together with all improvements rights and appurtenances thereunto belonging, and together with all furniture in garage apartments.

Physical address: 136 Oak Street, Biloxi, MS

Parcel 28 (Tax Parcel No. 1410I-02-030.000)

East 36 feet of North 60 feet of Lot 11 Block 10, Summerville South by Thornton, East by Skrmetta, North by Howard Ave., West Barhonovich, Part of Lot 11 Block 10 Summerville as shown by the official map or plat of said Summerville on file and record in Record of Plats on file in the office of the Chancery Clerk Harrison County, Mississippi in Plat Book 2 page 3.

Physical address: 287 Howard Avenue, Biloxi, MS

Parcel 31 (Tax Parcel No. 1410I-02-034.000)

All of Lot 1 and the West 60.0 feet of Lot 2, Block 1, MAP OF SUMMERVILLE (Copy Plat Book 11, page 11), City of Biloxi, Second Judicial District of Harrison County, Mississippi, lying North of Front Street/Beach Boulevard/U.S. Highway 90 and as more particularly described on that certain Survey of J. Michael Cassady, P.L.S., dated October 22, 1993. Said property being the same property described as Lot 1 and the West 60.0 feet of Lot 2, Square 1, Summerville Addition, as per map recorded in Book 2 at page 3 of the Plat Records of Harrison County, Mississippi in the Office of the Chancery Clerk thereof and as further described in that certain Quitclaim Deed from Wayne O. Richmond to J.B. Richmond, Sr. dated January 2, 1985 and filed for record on January 2, 1985 and filed for record on January 4, 1985 and recorded in Deed Book 153 at page 626 of the aforesaid records.

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AND

Commencing at an iron pipe marking the Northwest corner of Square 1, Plan of Summerville, as per Copy Plat Book 1 at page 11, in the Office of the Chancery Clerk, Second Judicial District, Harrison County, Mississippi and run North 89°45' East along the South margin of First Street a distance of 140.05 feet to an iron rod and the point-of-beginning of the hereon described parcel. From said point-of-beginning continue North 89°45' East a distance of 10.0 feet to an iron rod, thence South 00°06' East a distance of 127.7 feet to an iron rod, thence run North 89°49' East a distance of 51.0 feet to an iron rod, thence run South 00°05' East a distance of 71.9 feet to an iron rod, thence run South 89°50' West a distance of 61.0 feet to an iron rod, thence run North 00°06' West a distance of 199.6 feet to the point-of-beginning. Said parcel being part of Lots 10 and 11, Square 1, Plan of Summerville and Deed book 104 at page 514.

AND

Commencing at an iron pipe marking the Northwest corner of Square 1, Plan of Summerville as per Copy Plat book 1 at page 11, in the Office of the Chancery Clerk, Second Judicial District of Harrison County, Mississippi and run North 89°45' East along the South margin of First Street a distance of 200.07 feet to an iron rod and the point of beginning. From said point-of-beginning continue North 89°45' East along the South margin of First Street a distance of 9.0 feet to an iron rod, thence run South 00°05' East a distance of 134.8 feet to an iron rod, thence run North 89°49' East a distance of 50.0 feet to an iron rod, thence run South 00°04' East a distance of 64.9 feet to a iron rod, thence run South 89°50' West a distance of 59.0 feet to an iron rod, thence run North 00°05' West a distance of 199.7 feet to the point-of-beginning. Said parcel being a part of Lots 9 and 10, Square 1, Plan of Summerville and Deed Book 104 at page 505. This conveyance is subject to any and all recorded rights-of-ways restrictions, reservations, covenants and easements.

AND

That certain real property being situated in Block 1 of the Summerville Addition, City of Biloxi, Second Judicial District, Harrison County, Mississippi and being described more in particular as follows, to-wit: Commencing at an iron pipe at the Southeast corner of the intersection of Oak Street and 1st Street, run North 89°45'15" East along the South margin of 1st Street a distance of 110.04 feet to an iron pin and Point of Beginning of the herein described parcel. From said Point of Beginning, continue North 89°45'15" East along said South margin a distance of 30.01 feet to an iron pin; thence run South 0°05'53" East a distance of 199.61 feet to an iron pipe; thence run South 89°10'52" West a distance of 29.51 feet to a post; thence run North 0°14' 31" West a distance of 199.90 feet to the Point of Beginning. Said parcel being the same property described in the Warranty Deed listed in Deed Book 173 at page 455, on file in the Records of Deeds of Harrison County, Second Judicial District, Mississippi and being a part of Lot 11, Block 1 of the Summerville Addition to the City of Biloxi and also the same property conveyed by Charles



DeJean to Anthnie P. Lecamu by Warranty Deed dated January 25, 1944, recorded in Book 281, page 315, Deed records of Harrison County, First Judicial District, and being the same property described in the Final Decree in the Estate of Sidney A. Forman, which Final Decree is of record at Deed Book 166, page 608 at seq., Records of Deeds for Harrison County, Second Judicial District, Mississippi. Said parcel contains 5,944.7 square feet, more or less.

AND

That certain lot or parcel of land in the City of Biloxi, Harrison County, Mississippi, described as the South one-half (S 1/2) of Lot 12 in Block 1, SUMMERVILLE ADDITION TO THE CITY OF BILOXI, Harrison County, Mississippi, said land having a width of 101 feet on Oak Street and a depth of 80 feet between parallel lines; together with all improvements. Being the same property purchased by Henry Dutil from C. J. Darby, Chancery Clerk and Special Commissioner, by Deed dated December 23, 1943, and recorded in Book 260, at page 411 of the Record, of Deeds on Land in the Office of the Chancery Clerk of Harrison County, Mississippi.

AND

That certain lot or parcel of land, situated in the City of Biloxi, said county and state, bounded on the North by First Street; on the East by the property now or formerly of Mrs. Weems; on the South by the property now or formerly of Mrs. Jennie Johnson; and on the West by Oak Street, having a frontage on Oak Street of 100 feet, and running back East and West a distance of 80 feet, more or less; known as the North one-half of Lot 12, Square 1, SUMMERVILLE ADDITION to the City of Biloxi, Harrison County, Mississippi, being the same property purchased from the International Shipbuilding Company by Deed dated February 14, 1921, and recorded in Records of Deeds Book 130 at pages 428-429 of Harrison County, Mississippi.

AND

That certain real property being situated in Block 1 of the Summerville Addition, City of Biloxi, Second Judicial District, Harrison County, Mississippi and being described more in particular as follows, to-wit:

Commencing at an iron pipe at the Southeast corner of the intersection of Oak Street and 1st Street, run North 89°45' 15" East along the South margin of 1st Street a distance of 80.03 feet to an iron pin and Point of Beginning of the herein described parcel. From said Point of Beginning, continue North 89°45'15" East along said South margin a distance of 30.01 feet to an iron pin; thence run South 0°14'31" East a distance of 199.90 feet to a post; thence run South 89°10'52" West a distance of 29.51 feet to a masonry nail set in a concrete post base; thence run North 0°23'05" West a distance of 200.20 feet to the Point of Beginning. Said parcel being the same property described in the Final Decree listed in Deed Book 73 at pages 302-303 on file in the Records of Deeds for Harrison County, Second Judicial District, Mississippi and being also a part of Lot 11 Block 1 of the Summerville Addition to the City of Biloxi. Said parcel contains 5,953.5 square feet, more or less.

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AND

A parcel of land situated and being located in a part of Lot 10 and Lot 11, Block 1, Map of SUMMERVILLE, (Copy Plat Book 1, page 11), City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of Block 1, Map of Summerville; thence run South 89°54'42" East 150.00 feet along the South margin of First Street to the Point of Beginning; thence run from said Point of Beginning, North 89°50'23" East 50.04 feet along the South margin of First Street; thence run South 00°00'24" East 127.70 feet; thence run South 89°54'18" West 50.08 feet; thence run North 00°00'41" East 127.64 feet to the Point of Beginning. Being the same parcel as described in Deed Book 148 at Page 549 and Deed Book 260 at page 387 together with all rights, improvements and appurtenances thereunto belonging.

AND

A parcel of land situated and being located in a part of Lot 9 and Lot 10, Block 1, MAP OF SUMMERVILLE (Copy Plat Book 1, page 11), City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of Block 1, MAP OF SUMMERVILLE; thence run South 89°54'42" East 150.00 feet along the South margin of First Street; thence run North 89°50'23" East 50.04 feet along the South margin of First Street; thence run North 89°47'05" East 10.11 feet along the South margin of First Street to the Point of Beginning; thence run from said Point of Beginning, North 89°47'44" East 50.28 feet along the South margin of First Street; thence run South 00°07'52" West 134.94 feet; thence run North 89°59'23" West 50.04 feet; thence run North 00°01'44" East 134.76 feet to the Point of Beginning. Being the same parcel as described in Deed Book 108 at page 319 together with all rights, improvements and appurtenances thereunto belonging. Tax Parcel No. 1410I-02-034.000

Physical address: 280 Beach Blvd., Biloxi, MS

Parcel 35 (Tax Parcel No. 1410I-03-006.000)

That certain parcel bounded on the South by the Gulf of Mexico or Mississippi Sound, on the East by property of Maybury, on the North by a street 50 feet wide left open for the opening of and continuation of Water Street, and on the West by property of Hoxie. Having a frontage on the Gulf of Mexico of 52 feet and running back between parallel lines a distance of approximately 500 feet to said Water Street, less and except that portion of land conveyed to the Mississippi Highway Department for U.S. Highway 90.

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Physical address: Highway 90, Biloxi, MS

Parcel 36 (Tax Parcel No. 1410I-03-007.000)

Situated in the City of Biloxi, Second Judicial District of Harrison County, State of Mississippi, to- wit: that certain lot or parcel of land in Section 34, Township 7 South, Range 9 West, in the Second Judicial District of Harrison County, Mississippi, more particularly described as follows:

A lot or parcel of land fronting 82 feet on the Mississippi sound or Gulf of Mexico and running in a Northerly direction from the shores thereof between parallel lines a distance of 900 feet, more or less, said property being bounded on the South by the Mississippi Sound or Gulf of Mexico on the East by property now or formerly of McConnell, on the North by property of Halat and on the West by property of Tullis, et al, and being designated as 969 east beach, (also known as U.S. Highway 90), Biloxi, Mississippi, together with all riparian and littoral rights less and except any part or all of the above described property that is or may be alleged to be or is hereafter determined to be tidelands or tidally-influenced.

Physical address: Beach Blvd, Biloxi, MS

Parcel 37 (Tax Parcel No. 1410I-04-003.000)

That certain tract or parcel of land described as beginning at a point on the West margin of Oak Street, which point is 196 feet, more or less, South of the South line of Howard Avenue; from said Point of Beginning run thence South along the West margin of Oak Street a distance of 50 feet to a point, run thence West 96 feet to a point, run thence North 50 feet to a point, run thence East 96 feet to the Point of Beginning; said parcel being bounded East by Oak Street, North by property formerly of Covacevich, West by property formerly of Johnson, and South by property conveyed by Mrs. Alma Meaut et al., to Eva Wentzell September 11, 1917 by Deed recorded in Book 120, page 143 of the Deed Records of Harrison County, Mississippi.

Physical address: 135 Oak Street, Biloxi, MS

Parcel 38 (Tax Parcel No. 1410I-04-004.000)

That certain lot or parcel of land having a frontage of 50 feet on the West side of Oak Street and running back West between parallel lines a distance of 96 feet, bounded on the South by property now or formerly of Carl Holley, on the East by Oak Street, on the West by property now or formerly of Langlinais, formerly of Johnson Heirs, and on the North by property now or formerly of Mrs. Eva Wentzell Schmelling.

Physical address: 133 Oak Street, Biloxi, MS

Parcel 39 (Tax Parcel No. 1410I-04-005.000)

The North One-Half (N1/2) of that certain lot or parcel of land being bounded on the South by the property of Henry and Gertrude Girouard; on the East by Oak Street; on the North by the property of Olar and Alma McNut and on the West by property now or formerly owned by Langlinais; having a frontage of thirty-five (35) feet on the West side of Oak Street, and running back West between parallel lines a distance of ninety-six (96) feet, more or less, together with all improvements thereon.

AND ALSO:

The North seventy-three (73) feet, running North and South and fifty-eight (58) feet East and West of that certain lot or parcel of land known as being that lot or parcel of land described as the North one hundred and eight (108) feet of that certain property purchased by Langlinais from R. Braun by warranty deed recorded in Book 228, page 295, and running North and South a distance of one hundred and eight (108) feet East and West, more or less, bounded on the North by property now or formerly of Broussard in an alley; and on the South by property now or formerly of Langlinais; and on the East by property of Wentzell, Girouard and Broussard, and on the West by property of Covacovich, together with all improvements thereon.

Physical address: 131 Oak Street

Parcel 40 (Tax Parcel No. 1410I-04-006.000)

The South one-half (S1/2) of that certain lot or parcel of land described as being bounded South by property of Gruich, formerly Langlinais, on the East by Oak Street, on the North by property of Meaut, and West by property of Girouard, formerly Langlinais; and having a frontage of 70 feet of the West side Oak Street (Measured 68.77 feet); and running back West between parallel lines a distance of 96 feet, more or less. The South line of said parcel being 366 feet, more or less, South of the South line of Howard Avenue. Being the South half of the property conveyed by Broussard to Girouard by Deed recorded in Book 336, Page 495 of the Deed Records of Harrison County, Mississippi.

Physical address: 129 Oak Street

Parcel 41 (Tax Parcel No. 1410I-04-008.000)

That certain lot or parcel of land in the City of Biloxi fronting on the West side of Oak Street between Beach Boulevard and Howard Avenue, described as commencing at a fence corner marking the Northeast corner of the property conveyed by Langlinais to Gruich March 1, 1948 by Deed Recorded in Book 308, Page 116 of the Deed Records of Harrison County, Mississippi, which point is 365 feet, more or less, South of the South line of Howard Avenue; run thence South along the West line of Oak Street 45 feet to the Point of Beginning; from said Point of Beginning run thence Westerly parallel to the North line of said Gruich property a distance of

174 feet, more or less, to the East line of the property formerly of Covacevich; run thence Southerly a distance of 49 feet, more or less, to a point, run thence in an Easterly direction along a fence a distance of 78 feet, more or less, to a fence corner on the West line of the property formerly of Maybury, now or formerly of Hebert; run thence Northerly 14 feet, more or less, to a fence corner; run thence Easterly along a fence on the North line of the property now or formerly of Hebert a distance of 96 feet, more or less, to the West line of Oak Street; run thence Northerly along the West line of Oak Street 35 feet, more or less to the Point of Beginning. Being the same property conveyed to Grace B. Gruich by Deeds recorded in Book 405, Pages 142 and 146 of the Deed Records, Second Judicial District, Harrison County, Mississippi.

Physical address: 125 Oak Street, Biloxi, MS

Parcel 42 (Tax Parcel No. 1410I-04-009.000).

Known as 211 Oak Street, Biloxi, Mississippi, being bounded on the South by property now or formerly of Johnson, on the East by Oak Street; on the North by property now or formally of Langlinias and on the West by property now or formerly of Johnson; and having a frontage on Oak Street of 75 feet, more or less, and running back West between parallel lines a distance of 96 feet, more or less; together with all improvements thereon and all rights, privileges and appurtenances thereunto belonging or in anywise appertaining.

Physical address: 123 Oak Street, Biloxi, MS

Parcel 43 (Tax Parcel No. 1410I-04-009.001).

A parcel of property located and being situated in the City of Biloxi, county of Harrison, Mississippi, to-wit: beginning at a point 530 feet North of the South line of East Beach, running North 75 feet, thence West to the East property line of Covacevich, thence South 75 feet, thence East to the point of beginning.

Physical address: 211 Oak Street, Biloxi, MS

Parcel 44 (Tax Parcel No. 1410I-04-010.000).

A parcel of land situated in Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi, more fully described as follows:

Commencing at the intersection of the West margin of Oak Street and the North margin of U.S. Highway 90, also being the North margin of the service road for U.S. Highway 90, thence North 0°17'22" West 292.69 feet along said West margin of Oak Street, thence continue along said West margin North 0°17'16" West 59.54 feet, thence North 0°25'02" West 119.06 feet to the point of beginning, thence South 89°34'58" West 96.00 feet, thence South 0°25'02" East 12.00

feet, thence North 88°35'15" West 60.53 feet, thence North 0°46'21" East 80.96 feet, thence North 87°24'43" East 55.32 feet, thence North 6°12'41" East 6.98 feet, thence North 89°53'09" East 98.73 feet to the West margin of Oak Street, thence South 0°25'02" East along said West margin 79.38 feet to the point of beginning.

Note: The above description is the same property (i) which was conveyed to David A. Pennell and wife, Kelly S. Pennell by David A. Pennell and Kelly S. Pennell by instrument dated December 15, 1989 and recorded in Deed Book 216 at Page 132 in the Office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi and being therein described as:

That certain lot or parcel of land bounded on the North by the property of Louis and Stella Hebert, formerly of Maybury, on the East by Oak Street, on the South by property of Glavin, and on the West by the property formerly of Johnson and now Lamar Life Insurance Company or Braun and others, said property having a frontage on Oak Street of Eighty (80) feet and running back West a distance of Ninety Six (96) feet;

And (ii) which was conveyed to David A. Pennell and Kelly Stewart Pennell by instrument dated September 9, 1993 and recorded in Deed Book 260 at Page 269 in the Office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi and being therein described as:

Beginning at a point 450 feet North of the (sic) South line of East Beach , running North 80 feet, thence West to the East property line of Covacevich, thence South 80 feet, thence to the point of beginning.

Physical address: 121 Oak Street, Biloxi, MS

Parcel 45 (Tax Parcel No. 1410I-04-012.000).

That certain lot or parcel of land lying on the West side of Oak Street between Beach Boulevard and East Howard Avenue having a frontage of 50 feet on the West line of Oak Street running back West between parallel lines a distance of 98 feet more or less, being bounded North by the property of Eckstein, East by Oak Street, South by Glavan, West by now or formerly Johnson, known as Municipal No. 201 Oak Street, being conveyed together with all improvements, rights and appurtenances thereunto belonging.

Physical address: 117 Oak Street, Biloxi, MS

Parcel 46 (Tax Parcel No. 1410I-04-013.000).

A parcel of land situated in Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi, more fully described as follows:

Commencing at the intersection of the West margin of Oak Street and the North margin of U.S. Highway 90, also being the North margin of the service road for U.S. Highway 90, thence North 00°17'22" West 292.69 feet along said West margin of Oak Street, thence continue along said West margin North 00°17'16" West 59.54 feet to the point of beginning, thence South 89°42'44" West 96.00 feet, thence North 00°25'02" West 69.23 feet, thence North 89°34'58" East 96.00 feet to the West margin of Oak Street, thence South 00°25'02" East 69.45 feet along said West margin to the point of beginning.

The above description is the same property which was conveyed to Sylvia Glavan by Thomas J. Wiltz, Executor of the Estate of Marco Glavan by Final Decree dated March 30, 1959, and recorded in Deed Book 447 at Pages 217-219 in the Records of Deeds of the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

Physical address: 115 Oak Street, Biloxi, MS

Parcel 47 (Tax Parcel No. 1410I-04-014.000)

A parcel of land situated in Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi, more fully described as follows:

A certain lot or parcel of land having a frontage of sixty (60) feet on the West side of Oak Street and running back West between parallel lines Eighty (80) feet, more or less, said property being bounded on the North by the property of Glavin, on the East by Oak Street, on the South by property of Maybury, and on the West by Mente Company.

Physical address: 113 Oak Street, Biloxi, MS

Parcel 48 (Tax Parcel Nos. 1410I-04-015.000 and 1410I-04-016.000)

A parcel of land situated in Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi, more fully described as follows:

Beginning at the intersection of the West margin of Oak Street and the North margin of U.S. Highway 90, also being the North margin of the service road for U.S. Highway 90, thence North 83°21'10" West along said margin of U.S. Highway 90 78.60 feet, thence North 0°41'56" West 120.15 feet, thence North 0°16'43" West 163.07 feet, thence North 89°43'17" East 78.86 feet to the West martin of Oak Street, thence South 0°17'22" East 292.69 feet along said West margin to the point of beginning. Said parcel contains 0.520 acres.

The above description is the same property (i) which was conveyed to West Freezing, Incorporated by James West by Warranty Deed dated May 12, 1982 and recorded in Deed Book 120 at Page 249-250 in the Records of Deeds of the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District; and (ii) which was conveyed to West Freezing,

Incorporated by West Seafood, Inc. by Warranty Deed dated May 12, 1982 and recorded in Deed Book 120 at Page 247-248, in the Records of Deeds of the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

Physical address: 109 Oak Street, Biloxi, MS

Parcel 49 (Tax Parcel No. 1410I-04-017.000)

A parcel of land situated in Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi, more fully described as follows:

Commencing at the intersection of the West margin of Oak Street and the North margin of U.S. Highway 90, also being the North margin of the service road for U.S. Highway 90, thence North 83°21' 10" West 78.60 feet along said North margin of U.S. Highway 90, to the Point of Beginning, thence continue North 83°21' 10" West 78.60 feet, thence North 0°22'41" West 441.89 feet, thence South 88°35'15" East 60.53 feet, thence South 0°25'02" East 106.84 feet, thence North 89°42'44" East 16.00 feet, thence South 1°23'13" East 59.54 feet, thence South 0°16'43" East 163.07 feet, thence South 0°41'56" East 120.15 feet to the North margin of U.S. Highway 90 and the Point of Beginning.

This being the same property which was conveyed by Decree of this court dated May 27, 1985 and recorded in Deed Book 159 at Page 6 et seq. in the Office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at a point on the North line of East Beach Boulevard, that is 73.4 feet West of the West line of Oak Street, thence running North 0°19' West 215 feet along an old fence, and thence continuing along said old fence running North 0°27' West 335 feet to a point 12 feet South of a corner of an old fence, which point is approximately 80.4 feet West of the West line of Oak Street, thence running West or Westwardly parallel with the North line of East Beach Boulevard a distance of 78 feet, more or less, to the property deeded by Willie N. Johnson and Emma E. Johnson to L.O. Johnson and Louise Johnson Dorries, on April 15, 1912 and thence running South 0°18' East approximately 247 feet, thence running South 0°40' West 203.4 feet to the North line of East Beach Boulevard, said point being 79.5 feet West of the point of beginning, thence running South 82°39' East along the North line of East Beach Boulevard 80.1 feet to the point of beginning. Said property being bounded on the North by property formerly of Reaux, and formerly of Lamar Life Insurance Company, on the East formerly of Maybury and now West and others, on the South by East Beach Boulevard and on the West by the property formerly Marko Skrmetta and Emma Johnson.

Physical address: 316 Beach Blvd., Biloxi, MS



Parcel 50 (Tax Parcel No. 1410I-04-018.000)

That certain lot or parcel of land situated in the City of Biloxi, more particularly described as commencing at the intersection of the West margin of Oak Street with the North margin of East Beach Boulevard, and run thence North 82 degrees 28' West along the North margin of said Beach Boulevard a distance of 158.9 feet to the point of beginning; from said point of beginning thence run North 522.85 feet to a point, thence run West 44.1 feet to a point, thence run South 517.02 feet to the North margin of Beach Boulevard, thence run South 82 degrees 28' East along the North margin of said Beach Boulevard a distance of 44.48 feet to the point of beginning. Being the same property conveyed by Ewing to Ladner by Deed recorded in Book 484, page 457 of the Deed Records of Harrison County, Mississippi.

Physical address: 1023 East Beach Blvd., Biloxi, MS

Parcel 51 (Tax Parcel No. 1410I-04-019.000)

That certain lot or parcel of land lying and being situated in Claim Section 34, Township 7 South, Range 9 West, 2nd Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

A Lot Forty-five (45) feet on Beach Boulevard, in the City of Biloxi, Mississippi; being bounded on the South by Beach Blvd; on the East by property now or formerly of Johnson and Skrmetta; on the North by property now or formerly of Endris; and on the West by property now or formerly of Phillip D. Ward; all in Sectional Index Book 51, Claim Section 34, Township 7 South, Range 9 West, 2nd Judicial District of Harrison County, Mississippi; and being part of the same property conveyed to N.W. Ladner by John Ewing and Theresa Croncich Ewing on May 28, 1956, said deed appearing of record in Copy Book 146 at Pages 40-41 of the Land Deed Records of the 2nd Judicial District of Harrison County, Mississippi, subject to matters shown on survey of Brown & Mitchell, Inc. dated May 15, 1998.

Also described as: Commencing at an iron rod located at the Northwest corner of the intersection of Oak Street and U.S. Highway 90, also known as Beach Blvd., said point having the following State Plane Coordinates, Northing 263909.5745 Easting 489157.6274, thence N 83°16'03" West along the North margin of U.S. Highway 90 for a distance of 160.48, thence North 83°36' 15" West 45. 14 feet to the point of Beginning, thence continue along said North margin North 83°02'16" West 45.41 feet, thence North 00°09'23" West 538.18 feet, thence South 89°50'25" East 45.00 feet, thence South 00°09'44" East 26.54 feet, thence continue South 00°09'44" East 517.02 feet to the North margin of U.S. Highway 90 and the Point of Beginning. Said parcel contains 0.559 acres, more or less, and recorded on Quitclaim Deed in Book 325 at Page 401.

Physical address: 1019 East Beach Blvd., Biloxi, MS

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Parcel 54 (Tax Parcel No. 1410I-04-022.000).

That certain lot beginning on the South line of East Howard Avenue at a point Ninety-Six (96) feet West of the intersection of the South line of East Howard Avenue and the West line of Oak Street; thence running West along the South line of East Howard Avenue a distance of Sixty-Four (64) feet more or less; thence running South a distance of Two Hundred and Fifty (250) feet; thence running East Sixty-Four (64) feet, more or less, to a point Two Hundred Fifty (250) feet South of the South line of East Howard Avenue; thence running North to the South line of East Howard Avenue approximately Two Hundred Fifty (250) feet. Bounded on the North by Howard Avenue; on the East by the property of F. Covacevich; on the South by the property of Braun; and on the West by the property of Broussard, formerly Covacevich; together with all improvements thereon and thereunto belonging. This property is located in Municipal Section Block 51, City of Biloxi, Mississippi.

Physical address: 307 Howard Avenue, Biloxi, MS

Parcel 55 (Tax Parcel No. 1410I-04-023.000).

A parcel of land located in the City of Biloxi, Harrison County, Mississippi, more particularly described as having a frontage of 45 feet on the South margin of East Howard Avenue between Hood Lane and Oak Street, and running back South between Parallel lines at 150 feet, and being bounded on the North by East Howard Avenue, on the East by property now or formerly of Kulgis, on the South by property now or formerly of Hood, and on the West by property now or formerly of McLain. The above described property being Lot 62, Block 51, City of Biloxi, Harrison County, Mississippi.

Physical address: 309 Howard Avenue, Biloxi, MS

Parcel 56 (Tax Parcel No. 1410I-04-024.000).

That certain lot or parcel of land having a frontage on the South margin of East Howard Avenue of forty-five (45) feet, more or less, and running back in a Southerly direction between parallel lines a distance of one hundred fifty (150) feet and being bounded on the North by East Howard Avenue, on the East by property now or formerly of Emma Johnson, on the West by property now or formerly of Viator, and on the South by property now or formerly of First National Bank. Being the same property conveyed by Joseph J. Hebert and Mrs. Caroline Strain Hebert to Gloria D. Hebert by a Warranty Deed dated March 19, 1958, recorded in Deed Book 432 at page 254 (Copy Book 154 at page 174) in the office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District. And being situated in Section Block 51 in the City of Biloxi, Mississippi.

Physical address: 313 Howard Avenue, Biloxi, MS

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Parcel 61 (Tax Parcel No. 1410I-04-082.000)

A parcel of land situated in Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at an iron rod located at the Northwest corner of intersection of Oak Street and U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, Northing 263909.5745, Easting 489157.6274, thence North 83°16'03" West along the North margin of U.S. Highway 90 for a distance of 160.48 feet, thence North 83°36'15" West 45.14 feet, thence North 83°02'16" West 45.41 feet, thence North 82°33'47" West 225.08 feet to the POINT OF BEGINNING, thence continue North 83°49'11" West along said North margin 52.50 feet, thence North 00°36'31" West 549.54 feet, thence North 88°15'35" East 52.04 feet, thence South 02°35'27" East 54.27 feet, thence South 00°24'34" East 502.54 feet to the North margin of U.S. Highway 90 and the Point of Beginning. Said parcel contains 0.673 acres, more or less.

Physical address: 334 Beach Blvd., Biloxi, MS

Parcel 63 (Tax Parcel No. 1410P-01-002.000)

A parcel of land situated in Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at an iron rod located at the Northwest corner of the intersection of Oak Street and U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, Northing 263909.5745, Easting 489157.6274, thence South 00°01'10" East 130.00 feet to an iron rod located at the Southwest corner of the intersection of Oak Street and U.S. Highway 90, said point being the Point of Beginning, thence South 00°25'08" East along an extension of the West margin of Oak Street 283.55 feet, thence South 89°34'52" West 72.82 feet, thence North 44°17'04" West 10.10 feet, thence North 00°26'40" West 287.45 feet, to the South margin of U.S. Highway 90, thence South 82°27' 14" East along said margin 80.73 feet to the Point of Beginning. Said parcel contains 0.530 acres, more or less.

Physical address: 301 Beach Blvd., Biloxi, MS

Parcel 64 (Tax Parcel No. 1410P-01-003.000)

Beginning at the Northeast corner of the intersection of the East margin of Oak Street, if extended South, with the South margin of U.S. Highway 90, and continuing South along said projected East margin of Oak Street, if extended South, to the waters of the Mississippi Sound; thence Westerly along the meanderings of the Mississippi Sound to the extension of the West

margin of Oak Street, if extended South; thence North along the West margin of Oak Street, if extended South, to the South margin of U.S. Highway 90; thence East along the South margin of U.S. Highway 90 to the Point of Beginning, less and except any part or all of the above described property that is or may be alleged to be or is hereafter determined to be tidelands or tidally-influenced. The City of Biloxi has vacated the above described property as a public street by Resolution No. 664-10.

Parcel 71 (Tax Parcel No. 1510L-02-120.000 and 1510L-02-120.001)

Lots 1,2,3,4,5,20,21 and 24, as well as the East Forty (40) feet of Lots 15,19,22 and East Thirty (30) feet of Lot 23, all in Block 9 of the Revised subdivision of Summerville Addition, as recorded in Copy Plat Book 1, at Page 26, of the Record of Plats maintained in the Second Judicial District Office of the Chancery Clerk of Harrison County, Mississippi; also being described as all that property conveyed by deeds recorded in Land Deed Copy Book 81 at Page 320; Copy Book 84 at Page 54; Copy Book 87 at Page 386; Copy Book 128 at Page 371; Copy Book 128 at Page 373; Book 148 at Page 498; Book 169 at Page 63, of said Land Records, less that property described in Land Deed Book 141 at Page 409 of said Land Records.

Physical address: 1st Street, Biloxi, MS

Parcel 72 (Tax Parcel No. 1510L-02-122.000)

A piece of land off of the East end of Lots 17 and 18 in Block or Square No. 9 of the Plan of Summerville, in the City of Biloxi, in Harrison County, State of Mississippi, as shown on the official map or plat thereof on file and of record in Plat Book 2, at page 3 of the Record of Plats of Harrison County, Mississippi, which said parcel of land is particularly described as follows, to-wit:

A certain lot of land beginning at a point on the North line of the First Street, which is 200 feet East of the North West corner of Maple Street and First Street, running thence West a distance of 50 feet; thence North a distance of 150 feet, thence East a distance of 50 feet; thence South a distance of 150 feet to the point of beginning. Said parcel of land being the East 50 feet of Lot 18 and the East 50 feet of the South 70 feet of Lot 17 in Block 9 of said Plan of Summerville, in the City of Biloxi, Mississippi.

Physical address: 252 1st Street, Biloxi, MS

Parcel 73 (Tax Parcel No. 1510L-02-123.000)

That certain lot or parcel of land commencing at a point on the North line of First Street which is 100 feet East of the intersection of the North line of First Street with the East line of Maple Street, running thence North a distance of 150 feet, thence East 50 feet, thence South 150 feet, and thence West 50 feet to the Point of Beginning, bounded on the North by the property of

Murphy A. Tauzin, on the East by property of Cleve Bourgeois, on the south by First Street, and on the West by property of Mrs. Edmonia Toups, and being a part of Lots 17 and 18 in block 9 of the Plan of Summerville Addition to the City of Biloxi, as per plat thereof in Plat Book 3, Page 3, in the office of the Chancery Clerk of Harrison County, Mississippi.

Physical address: 256 1st Street, Biloxi, MS

Parcel 74 (Tax Parcel No. 1510L-02-125.000)

The North Five feet (5') of the West 100 feet of Lot Eighteen (18) and the West One-half (1/2) of Lot Seventeen (17), Block Nine (9), Less the North 10 feet of Lot Seventeen (17), Block Nine (9), SUMMERVILLE SUBDIVISION, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District; being 75 feet on Maple Street and extending in an Easterly direction between parallel lines a distance of 100 feet, together with an easement over, through and across the West 10 feet of Lot Eighteen (18), Block Nine (9), SUMMERVILLE SUBDIVISION, for utility purpose, being further described as follows, to-wit:

The West Ten feet (10') of Lot Sixteen (16), less the North Five feet (5') thereof, Block Nine (9), SUMMERVILLE SUBDIVISION, as per map or plat thereof on file and of record in the office of the Chancery Clerks Office of the Second Judicial District of Harrison County, Mississippi; being 75 feet on Maple Street by 1000 feet on First Street.

Physical address: 122 Maple Street, Biloxi, MS

Parcel 75 (Tax Parcel No. 1510L-02-126.000)

The North 10 feet of Lot 17, and the South 46.7 feet of Lot 16, Block 9, Revised Subdivision of Blocks 9, 11, 12, 13, 17, 18 and 19 of SUMMERVILLE, City of Biloxi, Harrison County, State of Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the Second Judicial District of Harrison County, Mississippi.

Physical address: 126 Maple Street, Biloxi, MS

Parcel 76 (Tax Parcel No. 1510L-02-127.000)

Beginning at a point on the East line of Maple Street which is 206 2/3 feet North of the Northeast corner of the intersection of First and Maple Streets and running thence North a distance of 56 2/3 feet, thence East a distance of 100 feet, thence south a distance of 56 2/3 feet and thence West a distance of 100 feet to the Point of Beginning, being bounded on the North by the property of Neville J. Gonsoulin, on the East by the property of Murphy A. Tauzin, on the South by the property of Bernard J. Hebert and on the West by Maple Street and being a part of Lots 15 and 16 in Block 9, of the Plan of Summerville Addition as per plat thereof in Plat Book 2 at Page 3, in the office of the Chancery clerk of Harrison County, Mississippi.

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AND ALSO:

Beginning at a point which is 100 feet East of a point on Maple Street which is 206 2/3 feet North of the Northeast corner of the intersection of First and Maple Streets and running thence North a distance of 56 2/3 feet, thence East a distance of 100 feet, thence South a distance of 56 2/3 feet, thence West a distance of 100 feet to the Point of Beginning being bounded on the North by the property now or formerly of Neville J. Gonsoulin, on the East by the property now or formerly of the City of Biloxi, on the South by the property now or formerly of Murphy A. Tauzin and on the West by property heretofore conveyed by Mrs. Eva Foreman to John B. Illich on February 15, 1952. Being part of Lots 15 and 16 in Block 9, of the Plan of Summerville Addition as per plat thereof in Plat Book 2 at Page 3, in the office of the Chancery Clerk of Harrison County, Mississippi.

Physical address: 128 Maple Street, Biloxi, MS 39530

Parcel 77 (Tax Parcel No. 1510L-02-129.000)

The West Two Hundred (W 200') feet of Lots Nineteen (19) and Twenty Two (22) in Block Nine (9) of the Map or Plat of the Estate of Jacob Ott in Biloxi, Mississippi showing Revised Subdivision of Lots 9, 11, 12, 13, 17, 18 and 19 of Summerville addition to the City of Biloxi, Harrison County, Mississippi, as per Map or Plat on File in the office of the Chancery Clerk in Plat Book 7, page 17.

Physical address: 134 Maple Street, Biloxi, MS

Parcel 78 (Tax Parcel No. 1510L-02-134.000)

LOT 27, BLOCK 9, PLAN OF SUMMERVILLE ADDITION TO THE CITY OF BILOXI, as per plat on file in the office of the Chancery Clerk of Harrison County, Second Judicial District, Mississippi, in copy Plat Book 1 at Page 26.

Physical address: 243 Howard Avenue, Biloxi, MS

Parcel 3 (Tax Parcel No. 1410I-02-002.000)

That certain lot or parcel of land having a frontage on East Howard Avenue of 100 feet, more or less, running back South between parallel lines 175 feet to the property now or formerly of Mrs. Charles Holley, being bounded on the East by the property now or formerly of Charles DeJean, North by East Howard Avenue, South by the property of Mrs. Charles Holley, and on the West by property now or formerly Mary Anticich, being the same property conveyed to Frances C.

Smolcich by deed dated March 18, 1947, which appears of record in Book 300, page 70 (CB 103, page 46), on the Records of Deeds of the Second Judicial District of Harrison County, Mississippi, and being the West 100 feet of Lot Nine (9), the West 100 feet of Lot Eight (8) and the West 100 feet of the North 15 feet of Lot Seven (7), all in Block Ten (10) of Summerville, an addition to the City of Biloxi, as per map or plat thereof, recorded in Plat Book 2, Page 3, Records of Plats of Harrison County, Mississippi; said property being conveyed together with all improvements, easements, rights, and appurtenances thereunto belonging or in any way appertaining.

Physical address: 139 Maple Street, Biloxi, MS

**Parcel 9** (Tax Parcel No. 1410I-02-008.000)

THAT CERTAIN LOT or parcel of land being the South part of LOT FOUR (4). BLOCK TEN (10), SUMMERVILLE ADDITION to the City of Biloxi, Harrison County, Mississippi; and being more fully described as fronting on Maple Street a distance of thirty-eight and one-half (38.5') feet, more or less, and running back parallel lines a distance of two hundred (200') feet, more or less; and being bounded on the North by property now or formerly of Derouen; on the East by Maple Street; on the South by property now or formerly of Spencer; and on the West by property now or formerly of Picard.

Physical address: 125 Maple Street, Biloxi, MS 39530

**Parcel 12** (Tax Parcel No. 1410I-02-011.000)

One (1) Lot 50 x 99 feet, more or less, South by First St., East by Maple St., North by Stafford, West by Stafford. Being part of Lot 2, Block 10, Summerville, City of Biloxi, Second Judicial District of Harrison County, Mississippi.

Physical address: 270 1st Street, Biloxi, MS 39530

**Parcel 13** (Tax Parcel No. 1410I-02-012.000)

One lot of land and all improvements thereon lying and being within the corporate limits of the City of Biloxi, State of Mississippi, and County of Harrison, and being more fully described as follows:

Bounded on the East by property of Clafai Corneaux; bounded on the West by property of Mrs. Ransonet; bounded on the South by First Street; and bounded on the North by the property of Frank Covacevich. Having a front on the said First Street of Twenty-five (25) feet and running back North between parallel lines one hundred and fifty (150) feet to the property of the said Frank Covacevich, being a part of Lots 1, 2, and 3, in Block 10, Plan of Summerville.

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Physical address: 274 1st Street, Biloxi, MS 39530

**Parcel 14** (Tax Parcel No. 1410I-02-015.000)

The East 75 Feet of Lot 18, Square 10 of Summerville Addition, as per map thereof recorded in Book 2 at Page 3 of the Record of Plat of Harrison County, Mississippi; being further described as bounded South by First Street, West by Borden, East by property formerly of Stafford and North by Sumrall; having a frontage on First Street of 75 feet and running back North between parallel lines a distance of 80 feet; and being the same property conveyed to Edward Romero and wife, Edith Romero by Mrs. John Wentzell by Warranty Deed dated June 23, 1937, recorded in Book 215 at Page 527 of the Deed Records of Harrison County, Mississippi.

Physical address: 286 1st Street, Biloxi, MS 39530

**Parcel 19** (Tax Parcel No. 1410I-02-020.000)

The following described lot or parcel of land situated and being in Harrison County Mississippi and in the City of Biloxi with all improvements located thereon, as follows:

A certain lot fronting on Oak Street 50 feet and running back east between parallel lines a distance of 180 feet and being bounded on the South by a ten foot alley known as Covacevich Alley, on the West by Oak Street, on the North by the property of Henrietta Stanovich Laughran, on the East by the property of grantor; being part of lot 16 of block 10 of Summerville Addition to the City of Biloxi, Mississippi.

Physical address: 128 Oak Street, Biloxi, MS

**Parcel 20** (Tax Parcel No. 1410I-02-021.000)

That certain lot or parcel of land described as beginning at the Northeast Corner of lot one (1), block ten (10).

Summerville Addition to the City of Biloxi; running thence West along the North line of said lot a distance of Eighty feet (80); running thence South along the West line of said lot one (1) a distance of twenty feet (20'); running thence South a distance of sixty feet (60') to the South line of lot sixteen (16), block ten (10). Summerville Addition, running thence East a distance of one hundred feet (100') to the East line of the said lot one (1); running thence North a distance eighty feet (80') more or less, to the point of beginning; said property being the same property as conveyed to Hypolite Picard, Jr., by Frank Covacevich on January 28, 1943, by deed which appears of record in book 253 at pages 254-255 of the land deed records of Harrison County, Mississippi; and property conveyed to Mrs. Ada Picard by Donald Covacevich and Jack W. Covacevich on January 20, 1956, by deed which appears of record in book 417 at page 42-43, of said records; together with the exclusive right, title and use of that certain alley known as



Covacevich Alley fronting ten feet (10') on Oak Street and running back East a distance of one hundred eighty feet (180'); being a part of lot 16, block 10, Summerville Addition to the City of Biloxi.

Physical address: 126 Oak Street, Biloxi, MS

**Parcel 26** (Tax Parcel No. 1410I-02-026.000)

That certain lot or parcel described as having a frontage on the East side of Oak Street of 60 feet and running back in an Easterly direction between parallel line of a distance to 280 feet, bounded on the South by property now or formerly of Arguellas, on the East by the property now or formerly of Maybury and Holley, on the North by property of Thornton and Skrmetta, and on the West by Oak Street; being part of lots 10,12 and 13 in block 10 of Summerville Addition to the City of Biloxi, Harrison County, Mississippi.

Physical address: 138 Oak Street, Biloxi, MS

**Parcel 27** (Tax Parcel No. 1410I-02-027.000)

That certain lot or parcel of land having a frontage of 60 feet on the East line of oak street, running back East 200 feet, more or less, and being bounded North by property now or formerly of Aherns et al, on the east by property now or formerly of Desporte, South by property now or formerly of Mennig, and West by Oak Street, and being part of lots 11 and 12, block 10, Summerville Addition to the City of Biloxi, together with all improvements, rights and appurtenances thereunto belonging.

Physical address: 140 Oak Street, Biloxi, MS

**Parcel 29** (Tax Parcel No. 1410I-02-031.000)

That certain lot or parcel of land described as having a frontage of 95 feet, more or less, on the South margin of East Howard Avenue between Oak and Maple Streets, and extending back South between parallel lines a distance of 120 feet, more or less, and being bounded on the North by East Howard Avenue; on the East by property now or formerly of Cvitanovich; on the South by property now or formerly of Austin; and on the west by property now or formerly of Guich (sic) and Thornton said property being known as Municipal 1418 and 1420 East Howard Avenue and being parts of lots 10, 11 and 12 of block 10, Summerville Addition to the City of Biloxi, Mississippi.

Physical address: 281 Howard Avenue, Biloxi, MS

**Parcel 34** (Tax Parcel No. 1410I-03-005.000 & 1410I-04-083.000)

That certain real property situated in the City of Biloxi, Second Judicial District of Harrison County, Mississippi and lying in Section 34, Township 7 South, Range 9 West and being more particularly described as follows to-wit:

Commencing at the Northwest corner of the intersection of U.S. Highway 90 and Oak Street in the City of Biloxi and run thence North 82°35'56" West along the north edge of the sidewalk a distance of 251.34 feet to an iron pipe marking the point-of-beginning of the herein described parcel. From said point-of-beginning run thence North 00°07'39" East a distance of 537.7 feet to an iron pipe; thence run North 89°50'46" West a distance of 56.8 feet to an iron pipe on the West margin of Hood Lane: thence run South 88°41'24" West a distance of 168.6 feet to an iron pipe: thence run South 00°07' East a distance of 505 feet to an iron pin on the North margin of U.S. Highway 90 or East Beach Boulevard; thence continue South 00°07' East 283 feet more or less, to the water's edge of the Mississippi Sound; thence run Southerly along the water's edge to a point that lies South 00°07' West of the point-of-beginning; thence run North 00°07' East a distance of 345 feet more or less, to the point-of-beginning, but subject to the rights of the general public and county of Harrison in and to the sand beach lying south of the seawall and North of the shoreline of the Mississippi sound and the easement for the construction and maintenance of the U.S. highway 90.

Physical address: Highway 90, Biloxi, MS

**Parcel 52** (Tax Parcel No. 1410I-04-021.000)

Beginning at the Northwest corner of the lot of land herein described which point is on the East line of a lane or alley sometimes known as Hood's land, that is 250 feet, more or less, South of the South line of East Howard Avenue; running thence in a Southerly direction along the East line of said lane or alley a distance of 250 feet, more or less, to the North line of the property of now or formerly Doss Summerlin; thence running Easterly along the North line of the land now or formerly Summerlin and of Henning, a distance of 88 feet, more or less, to the land now or formerly Emma Johnson; running thence in a Northerly direction and parallel with the East line of Hood's Lane a distance of 250 feet, more or less, to the land now or formerly Viator; thence in a Westerly direction along the South line of the land of Viator a distance of 88 feet, more or less, to the point of beginning; said parcel of land being bounded North by land and now or formerly Viator; East by now or formerly Emma Johnson; South by land now or formerly Summerlin and of Henning; and on the West by said Hood's Lane or Alley; together with all of the improvements, right and appurtenances thereunto belonging.

Physical address: 112 Hood Lane, Biloxi, MS

**Parcel 53** (Tax Parcel No. 1410I-04-021.001)

Beginning at a point on the East line of Hood Lane 150' South of the South line of East Howard Avenue; thence running South along the East line of Hood Lane a distance of 100 feet; thence running East 43 feet; thence running North and parallel to the East line of Hood Lane a distance of 100 feet; thence running West 43 feet to the point of beginning; and being bounded on the North by property of J.J. Viator, Sr.; on the East by property of J.J. Viator, Jr.; and on the West by Hood Lane.

Beginning at a point which is 150' south of the South line or East Howard Avenue and 43 feet East of Hood lane; thence running South and parallel with the East line of Hood Lane 100 feet to a point; thence running east 45' to a point; thence running North 100 to a point; thence running West 45 feet to the point of beginning; being bounded on the North by now or formerly Hebert; on the East by property of J.J. Viator, Sr.; on the South by property of J.J. Viator, Jr.; and on the West by property of J.J. Viator, Sr.

Beginning at a point 100 feet South of the South line of East Howard Avenue and 88 feet East of the East line of Hood Lane; thence running South and parallel with the East line of Hood Lane 425 feet to a point; thence running East 45 feet to a point; thence running North and parallel to the East line of Hood Lane 425 feet to a point; thence running West 45 feet to the point of beginning; being bounded on the North by property now or formerly N. Broussard; on the East by property formerly of L.O. Johnson and on the South by now or formerly of Ladner; and on the West by J.J. Viator, Jr. and J.J. Viator, Sr.

Physical address: 120 Hood Lane, Biloxi, MS

**Parcel 57** (Tax Parcel No. 1410I-04-025.000)

Beginning at a point on the South line of East Howard Avenue where the same is intersected by the East line of Hood Lane; thence running South along the East line of Hood Lane a distance of one hundred fifty feet (150') to a point; thence running East by forty-three (43') to a point; thence running North one hundred fifty feet (150') to a point on the South line of East Howard Avenue; thence running West forty-three (43') to the point of beginning. (Section block 51 of the City of Biloxi.)

Physical address: Howard Avenue, Biloxi, MS

**Parcel 58** (Tax Parcel No. 1410I-04-026.000)

A parcel of land situated and being located in Section Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the intersection of the southerly margin of Howard Avenue with the westerly margin of Hood Lane; thence run South 00°11'56" West 339.71 feet along the Westerly margin of Hood Lane; thence run South 88°23'02" West 169.60 feet; thence run North 00°00'00" East

229.04 feet; thence run North 89°47'53" East 82.46 feet along the North line of the property of Navarro and the South line of the Property of Gonsoulin/Jakes and others; thence run North 47°34'25" East 35.48 feet along the line common to Navarro and Gonsoulin/Jakes; thence run North 01°13'44" West 90.00 feet along the West line of Navarro and the East line of Gonsoulin/Jakes to the Southerly margin of Howard Avenue; thence run North 88°52'52" East 64.00 feet along the Southerly margin of Howard Avenue to the Point of Beginning.

Physical address: 115 Hood Lane, Biloxi, MS

**Parcel 59** (Tax Parcel No. 1410I-04-027.000 & 1410I-04-027.001).

That certain piece or parcel of land together with all improvements thereon and appurtenances there unto belonging in the City of Biloxi, Mississippi, described as follows:

Commencing at the intersection of the South line of Howard Avenue and the West line of Hood Lane, thence running West along the south line of Howard Avenue 114 feet to a point, which is the Point of Beginning of the property herein conveyed, thence south 115 feet 6 inches to a point, thence West 59 feet to the West line of Hood property and the East line of Summerlin Alley, thence North along Summerlin Alley 115.4 feet to the South line of Howard Avenue, thence East 59 feet to the Point of Beginning, Section Block 51. Being a part of the property described in paragraph three of the Partition Deed of Mrs. Hazel Hood Navarro, Lewis W. Hood, Jr. and Jacks Hood, dated April 12, 1965.

AND:

That certain piece or parcel of land together with all improvement thereon and appurtenances there unto belonging in the city of Biloxi, Harrison County, Mississippi, described as follows:

Commencing at a point on the West line of Hood Lane and the South line of Howard Avenue, thence running West 64 feet along the South line of Howard Avenue to a point which is the Point of Beginning of the property herein conveyed, thence South 90 feet to a point, thence southwesterly along the South side of the Trunk of the live Oak tree 38 feet more or less, to a point 17 feet West of the Northwest corner of the new garage and 23 feet East of the Southeast corner of the property of Jack Hood, this day conveyed to Esse Gonsoulin, thence West 23 feet to the Southeast corner of the property of Jack Hood, thence North 115 feet 6 inches to the South line of Howard Avenue, thence East 50 feet to the Point of Beginning.

SAID PARCELS being also described as:

A parcel of land situated and being located in Section Block 51, City of Biloxi, Second Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the southerly margin of Howard Avenue with the westerly margin of Hood Lane; thence run South 88°52'52" West 64.00 feet along the Southerly margin of Howard Avenue to the Point of Beginning of the parcel herein described: thence run from said Point of Beginning, South 01°13'44" East 90.00 feet; thence run South 47°34'25" West 35.48 feet; thence run South 89°47'53" West 82.46 feet; thence run North 00°00'00" West 112.12 feet to the Southerly margin of Howard Avenue; thence run North 88°52'53" East 106.74 feet along the Southerly margin of Howard Avenue to the Point of Beginning.

Physical address: 327 and 329 Howard Avenue, Biloxi, MS

**Parcel 62 (Tax Parcel No. 1410I-04-084.000)**

That certain lot or parcel of land commencing at a point in the Northeast corner of the property of Dr. L.W. Hood known as municipal number 1310 East Howard Avenue, said point being at the intersection of the South side of East Howard Avenue and the West side of Hood or Maybury Lane in Biloxi, Mississippi, thence running South along the West line of said Hood or Maybury Lane a distance of 341 feet to the point of beginning which is also the Southeast corner of the property conveyed to Mrs. Hazel Hood Navarro by deed recorded in book 284, page 240; thence West from said point to beginning along the South boundary line of the property of Navarro 176 feet, more or less, to an alley or the property of Doss Summerlin; thence South a distance of 159 feet to the South line of the property of grantors; thence East 176 feet, more or less, to a point on the West line of Hood or Maybury Lane; thence North along the West line of Hood or Maybury Lane a distance of 159 feet to the point of beginning said lot being bounded by alley or property of Summerlin; South by Island View Tourist Court, formerly of Maybury; and East by Hood or Maybury Lane.

Physical address: 109 Hood Lane, Biloxi, MS

**Grand Biloxi—Parcel 92 (Tidelands Lease Parcels 1 & 2)**

Tidelands Parcel 1 (Tax Parcel No. 1410P-01-004.001):

A parcel of land (submerged lands and tidelands) located in Claim Section 34, Township 7 South, Range 9 West, City of Biloxi, Second District of Harrison, Mississippi; and being more particularly described as follows:

Commence at an iron rod located at the intersection of the east margin (right-of-way) of Oak Street with the south margin (right-of-way) of U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, N.A.D. 1983, Mississippi East Zone in feet, North 324439.35 and East 973456.36; said point also being the northwest corner of that certain tract of land described by a Boundary Agreement and being recorded in Warranty Deed Book 338, Pages 283-290; thence South 00 degrees 24 minutes 55 seconds East 350.00 feet along said east margin (right-of-way) of Oak Street to the Point of Beginning, said

point also being located at the southwest corner of a certain tract of land per the aforesaid Boundary Agreement; thence southeasterly along the southerly line of the aforesaid Boundary Agreement the following twelve courses, South 60 degrees 02 minutes 16 seconds East 20.04 feet, South 81 degrees 37 minutes 19 seconds East 11.55 feet, South 58 degrees 56 minutes 29 seconds East 18.04 feet, South 73 degrees 16 minutes 20 seconds East 25.87 feet, South 66 degrees 03 minutes 59 seconds East 65.07 feet, South 41 degrees 27 minutes 45 seconds East 12.31 feet, South 66 degrees 12 minutes 50 seconds East 18.62 feet, South 77 degrees 21 minutes 47 seconds East 19.55 feet, South 64 degrees 14 minutes 00 seconds East 35.62 feet, South 64 degrees 36 minutes 48 seconds East 33.61 feet, South 73 degrees 01 minutes 45 seconds East 9.53 feet, South 64 degrees 30 minutes 28 seconds East 13.99 feet; thence South 88 degrees 36 minutes 20 seconds West 256.14 feet to a point on the southerly projection of the east margin (right-of-way) of Oak Street; thence North 00 degrees 24 minutes 55 seconds West 120.78 feet along said southerly projection of the east margin (right-of-way) of Oak Street to the said Point of Beginning. Said parcel of land (submerged lands and tidelands) contains 15,525 square feet or 0.356 acres, more or less.

Tidelands Parcel 2 (Tax Parcel No. 1510M-01-025.002):

A certain parcel of land (submerged lands and tidelands) located in Claim Section 34, Township 7 South, Range 9 West, City of Biloxi, Second District of Harrison, Mississippi; and being more particularly described as follows:

Commence at an iron rod located at the intersection of the east margin (right-of-way) of

Oak Street with the south margin (right-of-way) of U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, N.A.D. 1983, Mississippi East Zone in feet, North 324439.35 and East 973456.36; said point also being the northwest corner of that certain tract of land described by a Boundary Agreement and being recorded in Warranty Deed Book 338, Pages 283-290; thence easterly along said south margin (right-of- way) of U.S. Highway 90 the following three courses, South 89 degrees 28 minutes 50 seconds East 230.94 feet, North 88 degrees 36 minutes 20 seconds East 605.66 feet, North 88 degrees 55 minutes 15 seconds East 181.31 feet to the northeast corner of that certain tract of land per the aforesaid Boundary Agreement; thence South 00 degrees 11 minutes 55 seconds East 427.16 feet to the Point of Beginning, said point also being located at the most southeasterly corner of that certain tract of land per the aforesaid Boundary Agreement; thence continue South 00 degrees 11 minutes 55 seconds East 34.95 feet; thence South 88 degrees 36 minutes 20 seconds West 200.00 feet to a point located on the line of that certain tract of land per the aforesaid Boundary Agreement; thence along the line of that certain tract of land per the aforesaid Boundary agreement the following twenty two courses, North 01 degrees 23 minutes 40 seconds West 26.00 feet, South 88 degrees 36 minutes 20 seconds West 4.98 feet, North 01 degrees 23 minutes 40 seconds West 23.20 feet, South 60 degrees 12 minutes 52 seconds East 18.40 feet; thence

South 64 degrees 25 minutes 17 seconds East 17.16 feet, South 53 degrees 31 minutes 41 seconds East 6.34 feet, South 61 degrees 44 minutes 07 seconds East 12.64 feet, South 58 degrees 19 minutes 04 seconds East 10.95 feet, South 72 degrees 15 minutes 59 seconds East 7.21 feet, North 87 degrees 19 minutes 59 seconds East 6.26 feet, North 69 degrees 43 minutes 30 seconds East 5.58 feet, North 55 degrees 09 minutes 10 seconds East 28.03 feet, North 51 degrees 12 minutes 32 seconds East 20.66 feet, North 64 degrees 38 minutes 59 seconds East 9.51 feet, North 69 degrees 37 minutes 40 seconds East 21.27 feet, North 68 degrees 12 minutes 05 seconds East 7.38 feet, North 84 degrees 51 minutes 18 seconds East 9.84 feet, South 86 degrees 12 minutes 06 seconds East 5.33 feet, South 78 degrees 09 minutes 28 seconds East 5.62 feet, South 79 degrees 24 minutes 04 seconds East 13.16 feet, South 68 degrees 06 minutes 53 seconds East 13.84 feet, South 38 degrees 38 minutes 16 seconds East 15.61 feet to the Point of Beginning. Said parcel of land (submerged lands and tidelands) contains 7,797 square feet or 0.179 acres, more or less.

By virtue of that Public Tidelands Lease dated November 16, 2015 by and between State of Mississippi Secretary of State Public Lands Division and Grand Casinos of Biloxi, LLC recorded on December 1, 2015 as Instrument No. 2015-3099-D-J2.

### **Grand Biloxi—Ground Lease**

**Parcel 30** (Tax Parcel Nos. 1410I-02-032.000; 1410I-02-032.001-Vacated street; 1510L-02-136.000; 1510M-01-025.000; 1510M-01-025.003; and 1410P-01-004.000-leased portion for theatre)

That certain real property situated in Blocks 1 and 2, Summerville Addition, and other lands lying south of U.S. Highway 90, City of Biloxi, Second Judicial District of Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Southwest corner of the intersection of U.S. Highway 90 and Pine Street if said were extended Southward and run S 00°11'55" E a distance of 397.19 feet along said West margin to an iron pin set at the apparent mean high water line of the Mississippi Sound, thence run Westerly along the meanderings of said apparent mean high water line to a point on a timber bulkhead that lies S 83°23'05" W a distance of 283.50 feet from the last mentioned point, thence run S 03°04'55" E along said timber bulkhead a distance of 150.00 feet to a point, thence follow the meanderings of the apparent mean high water line Southwesterly to a point on a timber bulkhead that lies S 64°48'05" W a distance of 89.10 feet from the last mentioned point, thence run S 03°16'05" W along said bulkhead a distance of 133.30 feet to a point on a pier, thence run S 87°19'05" W along said pier a distance of 78.30 Feet to a point, thence run N 02°51'05" E along the same pier a distance of 262.80 feet to a point, thence N 89°07'55" W along the same pier a distance of 336.70 feet, thence run Northwesterly along the apparent mean high water line to a point on the East margin of Oak Street that lies N 64°29'40" W a distance of 280.27 feet from the last mentioned point, thence run N 00°24'55" W along said

East margin a distance of 350.00 feet to an iron pipe in concrete on the South margin of U.S. Highway 90, thence follow said South margin S 89°28'50" E a distance of 230.94 feet to an iron pin, thence continue along said South margin N 88°36'20" E a distance of 605.66 feet to a concrete right-of-way monument, thence continue along said South margin N 88°55'15" E a distance of 181.31 feet to the point of beginning, together with all riparian or other rights thereunto appertaining. (Tax Parcel Nos. 1410P-01- 004.000, 1510M-01-025.000, & 1510M-01-025.003).

Physical address: 285 Beach Blvd, Biloxi, MS 39533

AND

All of Lots 1 through 10 inclusive, Block 2, Summerville Addition, City of Biloxi, Second Judicial District of Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Northwest corner of said Block 2, Summerville Addition, and run N 89°45'15" E along the South margin of First Street a distance of 480.00 feet to an iron pin marking the Northeast corner of said Block 2; thence run S 00°11'55" E along the West margin of Pine Street a distance of 365.29 feet to a point on the North margin of the North Service Drive of U. S. Highway 90; thence run S 89°23'18" W along said North margin a distance of 480.57 feet to the East margin of Maple Street; thence run N 00°06'40" W along the East margin of Maple Street a distance of 368.36 feet to the point of beginning. (Tax Parcel No. 1510L-02-136.000) AND

All of Lots 3-8 inclusive, Block 1, Summerville Addition, plus the East 20 feet of Lot 2 and the East 10 feet of Lot 9, Block 1, Summerville Addition, City of Biloxi, Second Judicial District, Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Northeast corner of said Block 1 and run South 00°03'09" East along the West margin of Maple Street a distance of 366.93 feet to a point on the North margin or the North Service Drive of U.S. Highway 90; thence run Southwesterly along said North margin to a point that lies South 89°06'54" West a distance of 340.17 feet from the last mentioned point; thence run North 00°06'31" East a distance of 171.02 feet to a point; thence run North 89°49'51" East a distance of 169.68 feet to a point; thence run North 00°03'40" West a distance of 199.93 feet to the South margin of First Street; thence run North 89°45'15" East along said South margin of First Street a distance of 170.00 feet to the point of beginning. (Tax Parcel No. 1410I-02- 032.000)

Physical address: Beach Blvd, Biloxi, MS



AND All that part of vacated and abandoned Maple Street lying North of the South right-of-way line of U.S. Highway 90 and South of the South line of First Street being that portion of maple street vacated pursuant to Resolution No. 601-96 of the City of Biloxi, located in Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi. Also known as (Tax Parcel No. 1410I-02-032.001)

By virtue of that Lease dated June 23, 1992, executed by and between Mavar, Inc., Lessor, and Grand Casinos of Mississippi, Inc.-Biloxi, Lessee, as evidenced by a memorandum recorded on June 25, 1992 and in Book 244 at Page 309, as amended by that First Amendment to Lease dated February 1, 1993, as evidenced by memorandum recorded on February 5, 1993 in Deed Book 251 at Page 588, as further amended by Second Amendment to Lease dated February 1, 1993, recorded on February 5, 1993 in Deed Book 251 at Page 593, re-recorded in Deed Book 253 at Page 385, as further amended by Third Amendment to Ground Lease dated July 31, 1998, recorded on August 7, 1998 in Deed Book 328 at Page 253, as assigned by Grand Casinos of Biloxi, LLC (as successor in interest to Grand Casinos of Mississippi, Inc.—Biloxi) to Grand Biloxi LLC recorded on July 28, 2017 as Instrument No. 2017-1821-D-J2.

**Parcel 60** (Tax Parcel No. 1410I-04-028.000)

Beginning at a point on the South side of the sidewalk on the South margin of East Howard Avenue between Oak Street and Sophie Street where the line dividing the property of Halat and Mrs. Emma Summerlin intersects the South margin of the sidewalk on the South margin of East Howard Avenue, thence running South along the line dividing the property herein described and the property of Halat a distance of 430 feet, more or less, to a point where said boundary intersects East Water Street if same were extended to that point; thence running in an Easterly direction a distance of 108 feet along East Water Street extended to the Westerly boundary of the property of Mrs. L. W. Hood, Sr.; thence, running in a Northerly direction along the boundary dividing the property herein described and the Hood property a distance of 430 feet, more or less, to the South side of the sidewalk on the South margin of East Howard Avenue, thence running along the South boundary of said sidewalk along a Westerly direction 108 feet, more or less, to the point of beginning.

LESS AND EXCEPT

A parcel situated in the Northwest corner of the subject property measuring 106 feet North and South by 49 feet East and West which was conveyed by Mrs. Emma Summerlin to Bairlleaux and Esposito. This being the same property conveyed to Grantors by PEGGY WUNSTEL BERGERON on 24th of March 1993, and recorded in Book 260 pages 480 and 481.

Physical address: Howard Avenue

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**Harrah's Metropolis**

TRACT #1:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS TWO (2) AND ELEVEN (11), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING LOTS 29 THROUGH 36 AND LOTS 467 THROUGH 474 IN BLOCK 4 OF THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375 IN THE MASSAC COUNTY CLERK'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FRONT STREET AND THE EASTERLY RIGHT OF WAY LINE OF MARKET STREET, BEING THE SOUTHWEST CORNER OF SAID LOT 36; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF MARKET STREET, SAID MARKET STREET HAVING AN 80 FOOT RIGHT OF WAY, N 34 DEGREES 47'46" E, 150.00 FEET TO THE SOUTH LINE OF FIRST STREET AND BEING THE NORTHWEST CORNER OF SAID LOT 474; THENCE ALONG THE SOUTH LINE OF FIRST STREET, NOW VACATED, S 55 DEGREES 12' 14" E, 319.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 467; THENCE ALONG THE EAST LINE OF SAID LOTS 467 AND 29, S 34 DEGREES 47'46" W, 150.00 FEET TO THE NORTH LINE OF FRONT STREET; THENCE ALONG THE NORTH LINE OF FRONT STREET, NOW VACATED, N 55 DEGREES 12'14" W, 319.98 FEET TO THE POINT OF BEGINNING, SITUATED IN MASSAC COUNTY, ILLINOIS.

TRACT #2:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS TWO (2) AND ELEVEN (11), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING LOTS 100 THROUGH 108, LOTS 142 THROUGH 144, THE SOUTHERLY 70 FEET OF LOTS 139 AND 141, THE WESTERLY 10 FEET OF THE NORTHERLY 80 FEET OF LOT 141, THE VACATED 14 FOOT ALLEY, ALL IN BLOCK 12, ALSO BLOCK 3, VACATED FIRST STREET BETWEEN FERRY STREET AND METROPOLIS STREET AND VACATED FRONT STREET BETWEEN FERRY STREET AND METROPOLIS STREET, ALL LOCATED IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375 IN THE MASSAC COUNTY CLERK'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF FERRY STREET AND THE SOUTH LINE OF FRONT STREET; THENCE TO AND ALONG THE EASTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID FERRY STREET HAVING AN 80 FOOT RIGHT OF WAY; N 34 DEGREES 47'46" E, 519.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SECOND STREET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SECOND STREET, SAID SECOND STREET

HAVING AN 80 FOOT RIGHT OF WAY, S 55 DEGREES 12'14" E, 189.99 FEET; THENCE LEAVING SECOND STREET RIGHT OF WAY AND 10 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID LOT 141, S 34 DEGREES 47'46" W, 80.00 FEET; THENCE 70 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF LOTS 139 AND 141, S 55 DEGREES 12'14" E, 169.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF METROPOLIS STREET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF METROPOLIS STREET, SAID METROPOLIS STREET HAVING A 100 FOOT RIGHT OF WAY, S 34 DEGREES 47'46" W, 439.00 FEET TO THE SOUTH LINE OF FRONT STREET AS ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED IN DEED BOOK 535, PAGE 042 IN THE MASSAC COUNTY CLERK'S OFFICE; THENCE ALONG THE SOUTH LINE OF FRONT STREET, NOW VACATED, N 55 DEGREES 12'14" W, 359.97 FEET TO THE POINT OF BEGINNING, SITUATED IN MASSAC COUNTY, ILLINOIS,

AND AN EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS, OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT: A PART OF LOT ONE HUNDRED FORTY ONE (141) IN BLOCK TWELVE (12) CITY OF METROPOLIS ILLINOIS, AS PER RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGIN AT A POINT IN THE NORTH BOUNDARY LINE OF SAID LOT 141, BLOCK TWELVE (12) , CITY OF METROPOLIS, ILLINOIS, THIRTY (30) FEET WEST OF THE NORTH EAST CORNER, RUN THENCE WESTWARDLY, ALONG THE NORTH BOUNDARY LINE OF SAID LOT A DISTANCE OF TWENTY (20) FEET TO A POINT; RUN THENCE, AT RIGHT ANGLES, SOUTHERLY ON A LINE PARALLEL WITH METROPOLIS STREET, A DISTANCE OF 80 FEET TO A POINT; RUN THENCE, AT RIGHT ANGLES, EASTERLY ON A LINE PARALLEL WITH SECOND STREET, A DISTANCE OF TWENTY (20) FEET; TO A POINT; RUN THENCE, NORTHERLY, AT RIGHT ANGLES, ON A LINE PARALLEL WITH METROPOLIS STREET, A DISTANCE OF EIGHTY (80) FEET; TO THE POINT OF BEGINNING; SAID PARCEL OVER WHICH SAID EASEMENT EXTENDS, FRONTING TWENTY (20) FEET ON THE SOUTH SIDE OF SECOND STREET, AND EXTENDING SOUTHERLY, BETWEEN PARALLEL LINES, A DISTANCE OF EIGHTY (80) FEET AS SET FORTH IN DEED RECORDS AT VOLUME 127, PAGES 59-60 IN THE RECORDER'S OFFICE, MASSAC COUNTY, ILLINOIS.

(EXCEPT THE ENTIRE SOUTHERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY:)

BEING A PORTION OF THE VACATED FRONT STREET RIGHT-OF-WAY LOCATED EAST OF FERRY STREET AND WEST OF METROPOLIS STREET IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, SAID PROPERTY BEING LOCATED IN FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD

PRINCIPAL MERIDIAN, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STEEL ROD, ONE-HALF INCH IN DIAMETER, TWENTY-FOUR INCHES LONG WITH A YELLOW PLASTIC CAP STAMPED “FMT ENGRS L.R.L.S. 2651” SET AT THE SOUTHWESTERLY CORNER OF LOT NO. 27, BLOCK NO. 3 OF THE PLAT OF METROPOLIS CITY OF RECORD IN DEED BOOK “N”, PAGES 375 THROUGH 378 OF THE MASSAC COUNTY CLERK’S OFFICE, SAID POINT BEING LOCATED WHERE THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET ; THENCE FROM SAID POINT OF BEGINNING PROCEED S. 55 DEGREES 12’14” E. ALONG AND WITH THE SOUTHERLY LINE OF THE AFORESAID BLOCK NO. 3 AND THE NORTHERLY LINE OF SAID FRONT STREET, 359.97 FEET TO A MAGNETIC NAIL SET NEAR THE BACK OF A CONCRETE WALK SAID NAIL BEING LOCATED AT THE SOUTHEASTERLY CORNER OF LOT NO. 19, BLOCK NO. 3 OF THE AFORESAID PLAT OF METROPOLIS CITY AND ON THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET; THENCE PROCEED S. 34 DEGREES 47’46” W, ALONG AND WITH THE PROJECTED WESTERLY RIGHT-OF-WAY LINE OF SAID METROPOLIS STREET 55.00 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP STAMPED “FMT ENGRS I.L.R.S. 2651” SET ON THE NORTHERLY LINE OF TRACT 9 AS DESCRIBED IN BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT CASINO CRUISES, INC., RECORDED IN VOLUME 535 AT PAGES 42 THROUGH 46 OF RECORDS IN THE MASSAC COUNTY CLERK’S OFFICE, SAID MARKER ALSO BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET; THENCE PROCEED N. 55 DEGREES 12’14” W. ALONG AND WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 359.97 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP AS HERETOFORE DESCRIBED SET AT THE INTERSECTION WITH THE PROJECTED EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FERRY STREET; THENCE PROCEED N. 34 DEGREES 47’46” E. ALONG AND WITH SAID PROJECTED LINE, 55.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY.

THE ABOVE SAID TRACT #2 (FEE PARCEL) IS ALSO DESCRIBED AS FOLLOWS:

SUB-TRACT 2:

LOTS 103-108 (EXCEPTING THEREFROM THE NORTHERLY 30 FEET OF LOT 105), THE SOUTHERLY 70 FEET OF LOT 139, AND THE SOUTHERLY 70 FEET OF THE EASTERLY 50 FEET OF LOT 141, ALL IN BLOCK 12 AS PER THE ORIGINAL PLAT AND AN EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS, OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT: A PART OF LOT ONE HUNDRED FORTY ONE (141) IN BLOCK TWELVE (12) CITY OF METROPOLIS ILLINOIS, AS PER RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS: BEGIN AT

A POINT IN THE NORTH BOUNDARY LINE OF SAID LOT 141, BLOCK TWELVE (12), CITY OF METROPOLIS, ILLINOIS, THIRTY (30) FEET WEST OF THE NORTH EAST CORNER, RUN THENCE WESTWARDLY, ALONG THE NORTH BOUNDARY LINE OF SAID LOT A DISTANCE OF TWENTY (20) FEET TO A POINT; RUN THENCE, AT RIGHT ANGLES, SOUTHERLY ON A LINE PARALLEL WITH METROPOLIS STREET, A DISTANCE OF 80 FEET TO A POINT; RUN THENCE, AT RIGHT ANGLES, EASTERLY ON A LINE PARALLEL WITH SECOND STREET, A DISTANCE OF TWENTY (20) FEET TO A POINT; RUN THENCE, NORTHERLY, AT RIGHT ANGLES, ON A LINE PARALLEL WITH METROPOLIS STREET, A DISTANCE OF EIGHTY (80) FEET TO THE POINT OF BEGINNING; SAID PARCEL OVER WHICH SAID EASEMENT EXTENDS, FRONTING TWENTY (20) FEET ON THE SOUTH SIDE OF SECOND STREET, AND EXTENDING SOUTHERLY, BETWEEN PARALLEL LINES, A DISTANCE OF EIGHTY (80) FEET AS SET FORTH IN DEED RECORDS AT VOLUME 127, PAGES 59-60 IN THE RECORDER'S OFFICE, MASSAC COUNTY, ILLINOIS.

SUB-TRACT 7:

THE WEST 10 FEET OF LOT 141, LOT 142, LOT 143, LOT 144, LOT 100, LOT 101 AND LOT 102 IN BLOCK 12 OF THE ORIGINAL PLAT.

SUB-TRACT 14:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS 2 AND 11 OF TOWNSHIP 16 SOUTH, RANGE 4 BAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAGNETIZED NAIL SET IN THE TOP OF A THREE FOOT PLUS OR MINUS HIGH CONCRETE WALL LOCATED WHERE THE NORTHEASTERLY RIGHT OF WAY LINE OF THE HEREIN DESCRIBED ALLEY INTERSECTS THE SOUTHEASTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID POINT BEING LOCATED SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST A DISTANCE OF 150.00 FEET FROM ANOTHER MAGNETIZED NAIL SET AT THE INTERSECTION OF THE AFORESAID FERRY STREET RIGHT OF WAY LINE WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SECOND STREET AT THE NORTHERLY MOST CORNER OF THE AFORESAID BLOCK 12; THENCE FROM SAID POINT OF BEGINNING PROCEED SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST ALONG AND WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE HEREIN DESCRIBED PROPERTY 359.97 FEET TO A STAINLESS STEEL PLUG SET IN THE NORTHWESTERLY SIDE OF A CONCRETE SIDEWALK ON THE NORTHWESTERLY RIGHT OF WAY LINE OF METROPOLIS STREET; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST WITH A PROJECTION OF SAID LINE 14.00 FEET TO A

ONE HALF INCH DIAMETER STEEL ROD AND CAP SET AT THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE HEREIN DESCRIBED ALLEY; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID LINE 359.97 FEET TO A ONE HALF INCH DIAMETER STEEL ROD AND CAP SET AT THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF FERRY STREET AFORESAID; THENCE NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST ALONG AND WITH A PROJECTION OF SAID LINE 14.00 FEET TO THE POINT OF BEGINNING. A/K/A VACATED 14 FOOT PUBLIC ALLEY LOCATED IN BLOCK 12 OF THE CITY OF METROPOLIS BETWEEN FIRST, SECOND, FERRY AND METROPOLIS STREETS.

SUB-TRACT 15:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS 2 AND 11 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A ONE HALF INCH DIAMETER REBAR FOUND WHERE THE NORTHEASTERLY RIGHT OF WAY LINE OF FIRST STREET INTERSECTS THE SOUTHEASTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID POINT BEING THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 12; THENCE FROM SAID POINT OF BEGINNING PROCEED SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FIRST STREET 359.97 FEET TO A STAINLESS STEEL PLUG SET IN THE NORTHWESTERLY OR BACK SIDE OF AN EIGHT FOOT WIDE CONCRETE WALK WHERE SAID RIGHT OF WAY LINE INTERSECTS THE NORTHWESTERLY RIGHT OF WAY LINE OF METROPOLIS STREET; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST WITH A PROJECTION OF SAID NORTHWESTERLY LINE 35.00 FEET TO THE CENTER LINE OF THE RIGHT OF WAY OF FIRST STREET; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID CENTERLINE 359.97 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF FERRY STREET IF PROJECTED IN A SOUTHWESTERLY DIRECTION FROM THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 12; THENCE NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST ALONG AND WITH SAID PROJECTED LINE, 35.00 FEET TO THE POINT OF BEGINNING. A/K/A VACATED NORTHERLY ONE HALF (35 FEET) OF FIRST STREET BETWEEN FERRY AND METROPOLIS STREETS.

SUB-TRACT 20:

BEING A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION ELEVEN (11), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS IN MASSAC

COUNTY, ILLINOIS, AND BEING ALL OF LOTS 19 THROUGH 27 AND LOTS 457 THROUGH 462 OF BLOCK 3 OF THE CITY OF METROPOLIS AS SHOWN BY PLAT OF SAID CITY RECORDED IN DEED BOOK N, PAGES 375-377, IN THE MASSAC COUNTY CLERK'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP (HEREINAFTER REFERENCED AS A STEEL ROD AND CAP) SET WHERE THE NORTHERLY

RIGHT-OF-WAY LINE OF FRONT STREET INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET, SAID STREETS BEING PUBLIC THOROUGHFARES HAVING RIGHTS-OF-WAY WIDTHS OF 55 FEET AND 80 FEET, RESPECTIVELY; THENCE FROM SAID POINT OF BEGINNING PROCEED N. 34 DEGREES 47'46" E. ALONG AND WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY LINE OF LOT 27 AFORESAID, 75.00 FEET TO A STEEL ROD AND CAP SET AT THE COMMON CORNER BETWEEN LOTS 27 AND 465 OF THE AFORESAID BLOCK 3; THENCE S.

55 DEGREES 12'14" E. LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG AND WITH THE COMMON LOT LINE BETWEEN LOTS 27, 26, 25 AND 465, 464 AND 463, A DISTANCE OF 119.99 FEET TO A STEEL ROD AND CAP SET AT THE COMMON CORNER OF LOTS 24, 25, 462 AND 463 OF SAID BLOCK 3; THENCE N. 34 DEGREES 47'46" E. ALONG AND WITH THE DIVISION LINE BETWEEN LOTS 462 AND 463, A DISTANCE OF 75.00 FEET TO A STEEL ROD AND CAP SET AT THE COMMON CORNER OF SAID LOTS ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET, A PUBLIC THOROUGHFARE HAVING A RIGHT-OF-WAY WIDTH OF 35 FEET; THENCE S 55 DEGREES 12'14" E. ALONG AND WITH SAID SOUTHERLY LINE AND THE NORTHERLY LINES OF LOTS 462 THROUGH 457 AFORESAID, 239.98 FEET TO A STEEL ROD AND CAP SET AT THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ANOTHER PUBLIC THOROUGHFARE KNOWN AS METROPOLIS STREET AND HAVING A 100 FOOT RIGHT-OF-WAY WIDTH, THENCE S. 34 DEGREES 47'46" W. ALONG AND WITH SAID WESTERLY LINE AND THE EASTERLY LINES OF LOTS 457 AND 19 AFORESAID, 150.00 FEET TO A MAGNETIC NAIL SET AT THE BACK OF A CONCRETE WALK AT THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID FRONT STREET; THENCE N. 55 DEGREES 12'14" W. ALONG AND WITH SAID NORTHERLY LINE AND THE SOUTHERLY LINES OF LOTS 19 THROUGH 27 AFORESAID, 359.97 FEET TO THE POINT OF BEGINNING.

SUB-TRACT 21:

BEING A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION ELEVEN (11) , TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS IN MASSAC COUNTY, ILLINOIS, AND BEING ALL OF LOTS 463, 464 AND 465 OF BLOCK 3 OF THE CITY OF METROPOLIS AS SHOWN BY PLAT OF SAID CITY RECORDED IN DEED BOOK N, PAGES 375-377 IN THE MASSAC COUNTY CLERK’S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP (HEREINAFTER REFERENCED AS A STEEL ROD AND CAP) SET WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET, SAID STREETS BEING PUBLIC THOROUGHFARES HAVING RIGHTS-OF-WAY WIDTHS OF 35 FEET AND 80 FEET, RESPECTIVELY, SAID MARKER ALSO BEING LOCATED AT THE NORTHWESTERLY CORNER OF LOT 465 OF BLOCK 3; THENCE FROM SAID POINT OF BEGINNING PROCEED S. 55 DEGREES 12’14” E. ALONG AND WITH SAID SOUTHERLY LINE AND THE NORTHERLY LINE OF LOTS 465, 464 AND 463 AFORESAID, 119.99 FEET TO A STEEL ROD AND CAP SET AT THE COMMON CORNER BETWEEN LOTS 462 PAGE 463; THENCE LEAVING SAID SOUTHERLY LINE, PROCEED ALONG AND WITH THE COMMON LINE BETWEEN THE AFORESAID LOTS 462 AND 463, S. 34 DEGREES 47’46” W., A DISTANCE OF 75.00 FEET TO A STEEL ROD AND CAP SET AT THE COMMON CORNER OF LOTS 462, 463, 24 AND 25 OF SAID BLOCK 3; THENCE N. 55 DEGREES 12’14” W. ALONG AND WITH THE COMMON LINE BETWEEN LOTS 25, 26, 27, 463, 464 AND 465, A DISTANCE OF 119.99 FEET TO A STEEL ROD AND CAP SET ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FERRY STREET AT THE COMMON CORNER BETWEEN LOTS 27 AND 465; THENCE N. 34 DEGREES 47 ‘46” E. ALONG AND WITH SAID EASTERLY LINE AND THE WESTERLY LINE OF LOT 465 AFORESAID, 75.00 FEET TO THE POINT OF BEGINNING.

SUB-TRACT 22:

BEING A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION ELEVEN (11), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS IN MASSAC COUNTY, ILLINOIS, AND BEING THE FIRST STREET RIGHT-OF-WAY LOCATED BETWEEN THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP (HEREINAFTER REFERENCED AS A STEEL ROD AND CAP) SET WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET, SAID STREETS BEING PUBLIC THOROUGHFARES HAVING RIGHTS-OF-



WAY WIDTHS OF 35 FEET AND 80 FEET RESPECTIVELY, THENCE PROCEED N. 34 DEGREES 47'46" E. ALONG AND WITH SAID EASTERLY LINE, 35.00 FEET TO A RAILROAD SPIKE SET AT THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID FIRST STREET; THENCE S. 55 DEGREES 12'14" E. ALONG AND WITH SAID NORTHERLY LINE, 359.97 FEET TO A RAILROAD SPIKE, SET AT THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET, A PUBLIC THOROUGHFARE HAVING A RIGHT-OF-WAY WIDTH OF 100 FEET; THENCE S. 34 DEGREES 47'46" W. ALONG AND WITH SAID WESTERLY LINE 35.00 FEET TO A STEEL ROD AND CAP SET AT THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF FIRST STREET AND THE NORTHERLY LINE OF BLOCK 3 OF THE CITY OF METROPOLIS AS SHOWN BY PLAT OF SAID CITY RECORDED IN DEED BOOK N, PAGES 375-377 OF THE MASSAC COUNTY CLERK'S OFFICE; THENCE N. 55 DEGREES 12'14" W. ALONG AND WITH SAID COMMON LINE 359.97 FEET TO THE POINT OF BEGINNING.

SUB-TRACT 23:

THE ENTIRE NORTHERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY: PORTION OF FRONT STREET RIGHT-OF-WAY BETWEEN FERRY STREET AND METROPOLIS STREET TO BE CLOSED AND VACATED. BEING A PORTION OF THE FRONT STREET RIGHT-OF-WAY LOCATED EAST OF FERRY STREET AND WEST OF METROPOLIS STREET IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, SAID PROPERTY BEING LOCATED IN FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STEEL ROD, ONE-HALF INCH IN DIAMETER, TWENTY-FOUR INCHES LONG WITH A YELLOW PLASTIC CAP STAMPED "FMT ENGRS L.R.L.S. 2651" SET AT THE SOUTHWESTERLY CORNER OF LOT NO. 27, BLOCK NO. 3 OF THE PLAT OF METROPOLIS CITY OF RECORD IN DEED BOOK "N", PAGES 375 THROUGH 378 OF THE MASSAC COUNTY CLERK'S OFFICE, SAID POINT BEING LOCATED AT THE SOUTHWESTERLY CORNER OF DOROTHY MILLER PARK WHERE THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET; THENCE FROM SAID POINT OF BEGINNING PROCEED S. 55 DEGREES 12'14" E. ALONG AND WITH THE SOUTHERLY LINE OF THE AFORESAID BLOCK NO. 3 AND THE NORTHERLY LINE OF SAID FRONT STREET, 359.97 FEET TO A MAGNETIC NAIL SET NEAR THE BACK OF A CONCRETE WALK AT THE SOUTHEASTERLY CORNER OF SAID DOROTHY MILLER PARK, SAID NAIL BEING LOCATED AT THE SOUTHEASTERLY CORNER OF LOT NO. 19, BLOCK NO. 3 OF THE AFORESAID PLAT OF METROPOLIS CITY AND ON THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET; THENCE PROCEED S. 34 DEGREES 47'46" W, ALONG AND WITH THE PROJECTED WESTERLY RIGHT-OF-

WAY LINE OF SAID METROPOLIS STREET 55.00 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP STAMPED “FMT ENGRS I.L.R.S. 2651” SET ON THE NORTHERLY LINE OF TRACT 9 AS DESCRIBED IN BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT CASINO CRUISES, INC., RECORDED IN VOLUME 535 AT PAGES 42 THROUGH 46 OF RECORDS IN THE MASSAC COUNTY CLERK’S OFFICE, SAID MARKER ALSO BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET; THENCE PROCEED N. 55 DEGREES 12’14” W. ALONG AND WITH SAID RIGHT-OF-WAY LINE AND THE LINE OF SAID TRACT 9, A DISTANCE OF 359.97 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP AS HERETOFORE DESCRIBED SET AT THE INTERSECTION WITH THE PROJECTED EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FERRY STREET; THENCE PROCEED N. 34 DEGREES 47’46” E. ALONG AND WITH SAID PROJECTED LINE, 55.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY.

SUB-TRACT 24:

BEING A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION ELEVEN (11) R TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS IN MASSAC COUNTY, ILLINOIS, AND BEING A PORTION OF LOT 105, BLOCK 12 OF THE CITY OF METROPOLIS AS SHOWN BY PLAT OF THE CITY OF METROPOLIS RECORDED IN DEED BOOK N, PAGE 375-377 IN THE MASSAC COUNTY CLERK’S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP PREVIOUSLY SET WHERE THE WESTERLY LINE OF THE AFORESAID LOT 105 INTERSECTS THE FORMER SOUTHERLY RIGHT-OF-WAY LINE OF A FOURTEEN FOOT WIDE PUBLIC ALLEY (THE “ALLEY”) CLOSED BY CITY OF METROPOLIS, ILLINOIS, ORDINANCE #2001-13, RECORDED APRIL 11, 2001, IN BOOK 568, PAGE 59 OF THE OFFICIAL RECORDS OF MASSAC COUNTY, ILLINOIS (THE “ORDINANCE”), SAID POINT OF BEGINNING BEING LOCATED S. 55 DEGREES 12’14” E. A DISTANCE OF 199.98 FEET FROM ANOTHER 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP PREVIOUSLY SET WHERE SAID SOUTHERLY LINE INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET, A PUBLIC THOROUGHFARE HAVING A RIGHT-OF-WAY WIDTH OF EIGHTY FEET, SAID STREET ALLEY INTERSECTION POINT BEING LOCATED S. 34 DEGREES 47’46” W. A DISTANCE OF 164.00 FEET FROM THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND STREET, ANOTHER PUBLIC THOROUGHFARE HAVING A RIGHT-OF-WAY WIDTH OF EIGHTY FEET; THENCE FROM THE POINT OF BEGINNING PROCEED S. 34 DEGREES 47’46” W. ALONG AND WITH THE DIVISION LINE BETWEEN LOTS 105 AND 104 OF THE AFORESAID BLOCK

12, A DISTANCE OF 30.00 FEET TO A 1/2 STEEL ROD AND PLASTIC CAP PREVIOUSLY SET AT THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE S 55 DEGREES 12'14" E. ACROSS SAID LOT 105, A DISTANCE OF 40.00 FEET TO A STAINLESS STEEL PLUG PREVIOUSLY SET IN A CONCRETE SLAB ON THE DIVISION LINE BETWEEN LOTS 105 AND 106 OF THE AFORESAID BLOCK 12; THENCE N. 34 DEGREES 47'46" E. ALONG AND WITH SAID DIVISION LINE 30.00 FEET TO A 1/2 INCH DIAMETER STEEL ROD AND PLASTIC CAP PREVIOUSLY SET ON THE AFORESAID FORMER SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE N 55 DEGREES 12'14" W. ALONG AND WITH THE SOUTHERLY LINE OF SAID VACATED ALLEY 40.00 FEET TO THE POINT OF BEGINNING.

TRACT #3:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION TWO (2), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING LOT 205 AND THE WESTERLY 2/3 OF LOT 207, BLOCK 17 IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375 IN THE MASSAC COUNTY CLERK' S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SECOND STREET AND THE EASTERLY RIGHT OF WAY LINE OF FERRY STREET; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID FERRY STREET HAVING AN 80 FOOT RIGHT OF WAY, N 34 DEGREES 47'06" W, 74.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 205; THENCE ALONG THE NORTH LINE OF SAID LOT 205, S 55 DEGREES 12'11" E, 119.98 FEET TO THE WEST LINE OF SAID LOT 207; THENCE ALONG THE WEST LINE OF SAID LOT 207, N 34 DEGREES 46 "52" E, 74.97 FEET TO THE SOUTHERLY LINE OF A 24 FOOT WIDE PUBLIC ALLEY; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY, S 55 DEGREES 12'07" E, 40.00 FEET; THENCE 40 FEET EAST OF AND PARALLEL TO THE WEST LINE OFSAID LOT 207, S 34 DEGREES 46'52" W, 149.95 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SECOND STREET, SAID SECOND STREET HAVING AN 80 FOOT RIGHT OF WAY, N 55 DEGREES 12'14" W 159.99 FEET TO THE POINT OF BEGINNING, SITUATED IN MASSAC COUNTY, ILLINOIS.

TRACT #4:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION TWO (2) , TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING LOTS 202, 203, AND 204, BLOCK 18 IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375 IN

THE MASSAC COUNTY CLERK’S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FERRY STREET AND THE NORTHERLY RIGHT OF WAY LINE OF SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SECOND STREET, SAID SECOND STREET HAVING AN 80 FOOT RIGHT OF WAY, N 55 DEGREES 12’14” W, 179.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 202, THENCE ALONG THE WEST LINE OF SAID LOT 202, N 34 DEGREES 47’34” E, 149.96 FEET TO THE SOUTH LINE OF A 24 FOOT WIDE PUBLIC ALLEY; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALLEY, S 55 DEGREES 12’07” E, 179.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FERRY STREET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID FERRY STREET HAVING AN 80 FOOT RIGHT OF WAY, S 34 DEGREES 47’06” W, 149.96 FEET TO THE POINT OF BEGINNING, SITUATED IN MASSAC COUNTY, ILLINOIS.

TRACT #5:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION TWO (2), TOWNSHIP SIXTEEN (16) SOUTH, RANGE FOUR (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BLOCK 11 AND THE VACATED ALLEY IN BLOCK 11, A PORTION OF BLOCK 10 AND THE VACATED ALLEY IN BLOCK 10, VACATED MARKET STREET BETWEEN FIRST STREET AND SECOND STREET IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375 IN THE MASSAC COUNTY CLERK’S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND STREET AND THE WESTERLY RIGHT OF WAY LINE OF FERRY STREET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF FERRY STREET, SAID FERRY STREET HAVING AN 80 FOOT RIGHT OF WAY, S 34 DEGREES 47’46” W, 244.00 FEET TO THE NORTH LINE OF FIRST STREET; THENCE ALONG THE NORTH LINE OF FIRST STREET, NOW VACATED, AND BEING THE SOUTH LINE OF BLOCKS 11 AND 10, N 55 DEGREES 12’14” W, 569.98 FEET; THENCE LEAVING SAID BLOCK LINE, N 34 DEGREES 47’46” E, 24.50 FEET; THENCE N 55 DEGREES 12’14” W, 229.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PEARL STREET; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF PEARL STREET, SAID PEARL STREET HAVING AN 80 FOOT RIGHT OF WAY, N 34 DEGREES 47’46” E, 153.00 FEET; THENCE LEAVING SAID PEARL STREET RIGHT OF WAY LINE, S 55 DEGREES 12’14” E, 229.98 FEET; THENCE N 34 DEGREES 47’46” E, 66.50 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SECOND STREET; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SECOND STREET, SAID SECOND STREET HAVING AN 80 FOOT RIGHT OF WAY, S 55 DEGREES 12’14” E, 569.98 FEET TO THE POINT OF BEGINNING, SITUATED IN MASSAC COUNTY, ILLINOIS.

EXCEPT FROM ALL THE ABOVE DESCRIBED REAL ESTATE, ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY, SITUATED IN MASSAC COUNTY, ILLINOIS

TRACT 6:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

ALL OF THAT PROPERTY LOCATED IN THE FRACTIONAL SECTION 11 AND SECTION 2, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER, THENCE WESTERLY ALONG THE LOW WATER MARK OF THE OHIO RIVER TO THE POINT WHERE IT INTERSECTS THE WEST LINE OF BROADWAY STREET, EXTENDED TO THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE NORTHERLY ALONG THE WEST LINE OF BROADWAY STREET, EXTENDED, TO THE SOUTH LINE OF FRONT STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID FRONT STREET TO THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS WITH THE EAST LINE OF METROPOLIS STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PROPERTY BEING THE BED AND BOTTOM OF THE OHIO RIVER IMMEDIATELY ADJACENT TO THE UPLANDS LOCATED IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET TO THE POINT IN THE OHIO RIVER WHERE IT INTERSECTS THE ILLINOIS/KENTUCKY STATE LINE; THENCE WESTERLY ALONG THE ILLINOIS/KENTUCKY STATE LINE TO THE POINT WHERE IT INTERSECTS THE WEST LINE OF BROADWAY STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE ILLINOIS/KENTUCKY STATE LINE; THENCE NORTHERLY ALONG THE WEST LINE OF BROADWAY STREET TO THE POINT IN THE WEST LINE OF BROADWAY STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE EASTERLY ALONG THE LOW WATER MARK OF THE OHIO RIVER, TO THE POINT OF BEGINNING.

ALSO BEING FURTHER DESCRIBED AS:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS 2 AND 11, TOWNSHIP 16 SOUTH RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375, IN THE MASSAC COUNTY CLERK’S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF METROPOLIS STREET EXTENDED AND THE PROPOSED SOUTH LINE OF FRONT STREET, SAID POINT BEING 55 FEET FROM THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF METROPOLIS STREET AND THE NORTH RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG THE EAST LINE OF METROPOLIS STREET EXTENDED SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST, 559.55 FEET TO THE STATE LINE DIVIDING ILLINOIS AND KENTUCKY, SAID STATE LINE BASED UPON U.S. SUPREME COURT CASE “ILLINOIS V. KENTUCKY, NO. 106 ORIGINAL” WITH FINAL DECREE ENTERED ON DECEMBER 2, 1994; THENCE ALONG SAID STATE LINE THE FOLLOWING 30 CALLS: NORTH 62 DEGREES 15 MINUTES 33 SECONDS WEST, 29.38 FEET; NORTH 59 DEGREES 03 MINUTES 18 SECONDS WEST, 78.88 FEET; NORTH 66 DEGREES 32 MINUTES 08 SECONDS WEST, 33.40 FEET; NORTH 56 DEGREES 02 MINUTES 07 SECONDS WEST, 69.41 FEET; NORTH 51 DEGREES 31 MINUTES 59 SECONDS WEST, 65.88 FEET; NORTH 54 DEGREES 59 MINUTES 52 SECONDS WEST, 77.88 FEET; NORTH 56 DEGREES 01 MINUTES 50 SECONDS WEST, 34.70 FEET; NORTH 55 DEGREES 49 MINUTES 17 SECONDS WEST, 62.14 FEET; NORTH 55 DEGREES 05 MINUTES 08 SECONDS WEST, 67.76 FEET; NORTH 53 DEGREES 27 MINUTES 45 SECONDS WEST, 58.96 FEET; NORTH 56 DEGREES 01 MINUTES 56 SECONDS WEST, 104.13 FEET; NORTH 62 DEGREES 01 MINUTES 40 SECONDS WEST, 69.57 FEET; NORTH 70 DEGREES 19 MINUTES 24 SECONDS WEST, 38.97 FEET; NORTH 48 DEGREES 25 MINUTES 01 SECONDS WEST, 44.25 FEET; NORTH 62 DEGREES 30 MINUTES 34 SECONDS WEST, 62.30 FEET; NORTH 57 DEGREES 52 MINUTES 50 SECONDS WEST, 65.47 FEET; NORTH 46 DEGREES 34 MINUTES 06 SECONDS WEST, 68.47 FEET; NORTH 45 DEGREES 47 MINUTES 17 SECONDS WEST, 54.49 FEET; NORTH 53 DEGREES 41 MINUTES 19 SECONDS WEST, 66.89 FEET; NORTH 64 DEGREES 12 MINUTES 40 SECONDS WEST, 47.88 FEET; NORTH 57 DEGREES 26 MINUTES 17 SECONDS WEST, 104.53 FEET;

NORTH 58 DEGREES 32 MINUTES 43 SECONDS WEST, 139.93 FEET; NORTH 48 DEGREES 32 MINUTES 35 SECONDS WEST, 120.37 FEET; NORTH 51 DEGREES 34 MINUTES 37 SECONDS WEST, 59.33 FEET; NORTH 50 DEGREES 23 MINUTES 14 SECONDS WEST, 31.18 FEET; NORTH 48 DEGREES 32 MINUTES 11 SECONDS WEST, 60.18 FEET; NORTH 43 DEGREES 45 MINUTES 32 SECONDS WEST, 63.33 FEET; NORTH 52 DEGREES 27 MINUTES 33 SECONDS WEST, 60.46 FEET; NORTH 48 DEGREES 43 MINUTES 04 SECONDS WEST, 28.03 FEET; NORTH 55 DEGREES 33 MINUTES 40 SECONDS WEST, 21.14 FEET TO A POINT ON THE WEST LINE OF BROADWAY STREET EXTENDED; THENCE LEAVING SAID STATE LINE AND ALONG THE WEST LINE OF BROADWAY STREET EXTENDED, NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST 275.84 FEET TO A HALF INCH REBAR WITH PLASTIC CAP SET; THENCE CONTINUING ALONG SAID WEST LINE OF BROADWAY STREET EXTENDED, NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST, 273.56 FEET TO A HALF INCH REBAR WITH PLASTIC CAP SET ON THE PROPOSED SOUTH LINE OF FRONT STREET, SAID REBAR LOCATED 55 FEET FROM THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BROADWAY STREET AND THE NORTH RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG THE PROPOSED SOUTH LINE OF FRONT STREET, SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST, 1879.91 FEET TO THE POINT OF BEGINNING.

TRACT 7:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED AS THE RIGHT OF POSSESSION GRANTED IN THE LEASE FOR THE LEASE TERM), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (SECOND LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND SOUTHERN ILLINOIS RIVERBOAT CASINO CRUISES, INC., AS LESSEE, DATED OCTOBER 1, 2015 FOR A PERIOD OF TEN (10) YEARS WITH TWO (2) OPTIONS TO RENEW FOR A PERIOD OF FIVE (5) YEARS EACH AND APPROVED BY ORDINANCE 2015-17 ON SEPTEMBER 14, 2015 BY THE CITY OF METROPOLIS FILED SEPTEMBER 18, 2017 IN BOOK 879, PAGES 952-971 IN THE MASSAC COUNTY RECORDER'S OFFICE WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

ALL OF THAT PROPERTY LOCATED IN THE FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE MODERN LOW WATER MARK OF THE OHIO RIVER; THENCE EASTERLY ALONG THE SAID LOW WATER MARK OF THE OHIO RIVER TO THE POINT WHERE IT INTERSECTS THE EAST LINE OF GIRARD STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE SAID MODERN LOW WATER MARK ON THE OHIO RIVER; THENCE NORTHERLY ALONG THE EAST LINE OF GIRARD STREET, EXTENDED, TO THE SOUTH R.O.W. LINE OF FRONT STREET; THENCE WESTERLY ALONG THE SOUTH R.O.W. LINE OF SAID FRONT STREET TO THE EAST LINE OF METROPOLIS STREET AT THE POINT WHERE IT INTERSECTS WITH THE EAST LINE OF METROPOLIS STREET; THENCE

SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE MODERN LOW WATER MARK OF THE OHIO RIVER, BEING THE POINT OF BEGINNING.

TRACT 8:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

LOTS 28 AND 466 IN BLOCK NO. 4, OF THE ORIGINAL PLAT OF THE CITY OF METROPOLIS, ILLINOIS.

TRACT 9:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:



A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION 2 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A ONE-HALF INCH DIAMETER REBAR AND PLASTIC CAP SET WHERE THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT STREET INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, SAID POINT BEING THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 4, THENCE FROM SAID POINT OF BEGINNING PROCEED SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT STREET 359.98 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET AT THE SOUTHERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST WITH A PROJECTION OF SAID NORTHWESTERLY RIGHT OF WAY LINE 55.00 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF FRONT STREET, SAID SOUTHWESTERLY RIGHT OF WAY LINE BEING REFERRED TO AS "PROPOSED SOUTH LINE OF FRONT STREET" AS CITED IN THE BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC. OF RECORD IN VOLUME 535, PAGES 42 THROUGH 46 OF THE MASSAC COUNTY RECORDER'S OFFICE; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID SOUTHWESTERLY LINE 359.98 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET IF PROJECTED IN A SOUTHWESTERLY DIRECTION FROM THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST ALONG AND WITH SAID PROJECTED LINE 55.00 FEET TO THE POINT OF BEGINNING. A/K/A PORTION OF VACATED FRONT STREET BETWEEN MARKET AND FERRY STREETS;

TRACT 10:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION 2 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A ONE HALF INCH DIAMETER REBAR AND PLASTIC CAP SET WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF FIRST STREET INTERSECTS THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET, SAID POINT BEING THE NORTHERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE FROM SAID POINT OF BEGINNING PROCEED NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET, IF PROJECTED, 70.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FIRST STREET AT THE WESTERLY MOST CORNER OF BLOCK 11 AFORESAID; THENCE SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST ALONG AND WITH SAID NORTHEASTERLY RIGHT OF WAY LINE, THE SAME BEING THE SOUTHWESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 359.98 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET AT THE SOUTHERLY MOST CORNER OF SAID BLOCK 11; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST ALONG AND WITH A PROJECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET, 70.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF FIRST STREET AT THE EASTERLY MOST CORNER OF BLOCK 4 AFORESAID; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID RIGHT OF WAY LINE, 359.98 FEET TO THE POINT OF BEGINNING. A/K/A PORTION OF VACATED FIRST STREET BETWEEN MARKET AND FERRY STREETS;

AND

THE ENTIRE SOUTHERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY:

PORTION OF FRONT STREET RIGHT-OF-WAY BETWEEN FERRY STREET AND METROPOLIS STREET TO BE CLOSED AND VACATED. BEING A PORTION OF THE FRONT STREET RIGHT-OF-WAY LOCATED EAST OF FERRY STREET AND WEST OF METROPOLIS STREET IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, SAID PROPERTY BEING LOCATED IN FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL ROD, ONE-HALF INCH IN DIAMETER, TWENTY-FOUR INCHES LONG WITH A YELLOW PLASTIC CAP STAMPED “FMT ENGRS L.R.L.S. 2651” SET AT THE SOUTHWESTERLY CORNER OF LOT NO. 27, BLOCK NO. 3 OF THE PLAT OF METROPOLIS CITY OF RECORD IN DEED BOOK “N”, PAGES 375 THROUGH 378 OF THE MASSAC COUNTY CLERK’S OFFICE, SAID POINT BEING LOCATED AT THE

SOUTHWESTERLY CORNER OF DOROTHY MILLER PARK WHERE THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET; THENCE FROM SAID POINT OF BEGINNING PROCEED S. 55 DEGREES 12'14" E. ALONG AND WITH THE SOUTHERLY LINE OF THE AFORESAID BLOCK NO. 3 AND THE NORTHERLY LINE OF SAID FRONT STREET, 359.97 FEET TO A MAGNETIC NAIL SET NEAR THE BACK OF A CONCRETE WALK AT THE SOUTHEASTERLY CORNER OF SAID DOROTHY MILLER PARK, SAID NAIL BEING LOCATED AT THE SOUTHEASTERLY CORNER OF LOT NO. 19, BLOCK NO. 3 OF THE AFORESAID PLAT OF METROPOLIS CITY AND ON THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET; THENCE PROCEED S. 34 DEGREES 47'46" W, ALONG AND WITH THE PROJECTED WESTERLY RIGHT-OF-WAY LINE OF SAID METROPOLIS STREET 55.00 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP STAMPED "FMT ENGRS I.L.R.S. 2651" SET ON THE NORTHERLY LINE OF TRACT 9 AS DESCRIBED IN BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., RECORDED IN VOLUME 535 AT PAGES 41 THROUGH 46 OF RECORDS IN THE MASSAC COUNTY CLERK'S OFFICE, SAID MARKER ALSO BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET; THENCE PROCEED N. 55 DEGREES 12'14" W. ALONG AND WITH SAID RIGHT-OF-WAY LINE AND THE LINE OF SAID TRACT 9, A DISTANCE OF 359.97 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP AS HERETOFORE DESCRIBED SET AT THE INTERSECTION WITH THE PROJECTED EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FERRY STREET; THENCE PROCEED N. 34 DEGREES 47'46" E. ALONG AND WITH SAID PROJECTED LINE, 55.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY.

**Land Leftover from Harrah's Gulfport**

**Parcel 1:**

A parcel of land in the Northeast corner of Lot 1, Rear First Ward, Bay St. Louis, Mississippi, measuring 181.5 feet along Beach Blvd. ROW by 281.5 feet deep. Containing 1.17 acres, more or less, and being a part of Lot 1, Rear First Ward, Bay St. Louis, Mississippi, as per the official map of said City made by E.S. Drake, C.E., and filed in the office of the Chancery Clerk of Hancock County, Mississippi, on May 1, 1923.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining, including any and all riparian and/or littoral rights running with said property.

Being a part of the same property acquired by the Grantor herein by deed dated October 30, 1957, and recorded in Hancock County Deed Book L-4, page 234.

**Parcel 2:**

Commencing at an iron pin located at the Northeast corner of Lot 1, Rear First Ward, City of Bay St. Louis, Mississippi, said pin is located at base of power pole near fence corner on Southern right-of-way of Beach Road and run South 64°41' West along said right-of-way a distance of 180.5 feet to an iron marking the place of beginning of the land hereby described; thence run South 64°41' West along Southern right-of-way of Beach Blvd. a distance of 963.64 feet to an iron pipe (1/2") set 8.5 feet Southwesterly of box culvert; thence South 69°43' East a distance of 1085 feet to an old buggy spring leaf set flush with ground, guarded by heart pine post; thence North 20°00' East a distance of 474.0 feet to a concrete and steel post; thence North 19°13' West along fence line a distance of 163.35 feet to an iron pin in fence; thence South 64°41' West a distance of 180.5 feet to an iron pin; thence North 19°13' West a distance of 281.5 feet to the place of beginning; containing 10.5 acres, more or less and being all of Lot 1, Rear First Ward, City of Bay St. Louis, Mississippi, less and except 1.17 acres in the Northeast corner measuring 180.5 feet along Beach Blvd right-of-way by 281.5 feet deep.

LESS AND EXCEPT TWO PARCELS:

One parcel 50ft. by 155 ft. conveyed to Robert C. Hadden, by Deed dated June 22, 1987 and recorded in Hancock County Deed Book BB-17, page 467 and re-recorded in Book BB-27, page 376.

Another parcel 50 feet by 155 feet conveyed to John C. Chevis, Jr. et ux, by deed dated March 2, 1989 and recorded in Hancock County Deed Book BB-35, page 690. Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining, including any and all riparian and/or littoral rights. Tax Parcel No. 136H-2-37-011.001

**Parcel 3:**

Commencing at an iron pin located at the NE corner of Lot 2, Rear First Ward, Bay St. Louis, Mississippi, and run South 15°5' West along line between Lots 2 and 3 of said ward for 180.4 feet to an iron pin marking the P.O.B.; thence run South 15°05' West along said lot lines 2 and 3 for 357.6 feet to a fence corner; thence South 73°00' East for 39.5 feet; thence South 18°57' West for 587.14 feet to an iron pin on the Northern R.O.W. of Blakemore Street; thence South 20°00' West for 280 feet to an iron pin at the Southeast corner of Lot 2; thence North 70°00' West for 475.00 feet to an "Old Buggy Spring" set flush with ground; thence North 20°00' East for 474.0 feet to a concrete post; thence North 19°13' West for 289.86 feet to an iron in fence; thence North 64°31' East for 166.0 feet to an iron pipe; thence North 64°31' East for 47.2 feet to an iron pin; thence North 72°16' East for 143.0 feet; thence North 67°20' East for 70.05 feet; thence North 68°10' East for 353.36 feet to P.O.B. Said land containing 12.0 acres, more or less, and being part of Lots 2 and 3, Rear First Ward, Bay St. Louis, Mississippi.

AND ALSO:

Beginning at an iron pipe which is the SW corner of Lot 3 in the rear of the First Ward of Bay St. Louis, Mississippi, as per official plat of said First Ward by E. S. Drake, C.E., dated May 1, 1923, and filed in the office of the Chancery Clerk of Hancock County, Mississippi; thence North 15°33' East 591 feet along a fence line to an iron stake; thence South 73°00' East 67.5 feet along a fence line to an iron pipe; thence South 20°00' West 592 feet to the South line of Lot 3; thence North 70°00' West 22 feet to the place of beginning; said land being part of Lot 3 in the Rear of the First Ward of Bay St. Louis, Mississippi.

Tax Parcel No. 136H-2-37-010.000

**Horseshoe Southern Indiana**

PARCEL I:

TRACT I:

Part of Section 12, Township 4 South, Range 5 East, in Posey Township, in Harrison County, Indiana, more particularly described as follows: Commencing at a point on the bank of the Ohio River referred to as a stone corner to James Farnsley and Arthur J. Cunningham in the Townsend deed, said point also being the Southernmost corner of Lot #3 of the Farnsley Survey, as recorded in Deed Record "Z" page 148; thence with the Southern line of Lot #3 of said Farnsley Survey North 64 degrees 29 minutes 9 seconds West, 271.46 feet to a #4 reinforcing bar in the Northern right of way of State Road #111, THIS BEING THE POINT OF BEGINNING; thence continue with the Southern line of #3 North 64 degrees 29 minutes 9 seconds West, 141.04 feet, North 21 degrees 30 minutes 51 seconds East, 495.00 feet, North 11 degrees 29 minutes 9 seconds West, 657.19 feet, North 74 degrees 14 minutes 25 seconds West, 1444.07 feet to an iron pin; thence North 4 degrees 5 minutes 13 seconds West, 418.77 feet to an iron pin found; thence South 86 degrees 54 minutes 47 seconds West, 429.00 feet; thence North 84 degrees 40 minutes 23 seconds West, 891.00 feet; thence South 51 degrees 54 minutes 51 seconds West, 561.00 feet to an iron pin found in the Southern line of Tract #3 of the Farnsley Survey; thence along the Eastern line of Tract #6 of the Farnsley Survey continuing as follows: South 29 degrees 55 minutes 31 seconds West, 495.00 feet to an iron pin found, South 4 degrees 25 minutes 31 seconds West, 561.00 feet to an iron pin found; thence along the South line of Tract #6 South 89 degrees 34 minutes 29 seconds East, 555.60 feet to a point in the center of the Old Dug Road; thence along the center of the Old Dug Road as follows: North 2 degrees 3 minutes 54 seconds East, 161.56 feet, North 15 degrees 56 minutes 4 seconds East, 102.40 feet, North 73 degrees 13 minutes 24 seconds East, 139.57 feet, South 76 degrees 36 minutes 56 seconds East, 139.40 feet, North 80 degrees 16 minutes 44 seconds East, 135.03 feet, North 52 degrees 10 minutes 34 seconds East, 125.26 feet, North 39 degrees 22 minutes 34 seconds East, 53.31 feet,

North 37 degrees 8 minutes 44 seconds East, 149.95 feet, North 66 degrees 10 minutes 4 seconds East, 98.95 feet, North 71 degrees 55 minutes 54 seconds East, 115.29 feet, North 44 degrees 54 minutes 04 seconds East, 223.85 feet, North 57 degrees 11 minutes 44 seconds East, 217.43 feet, South 89 degrees 31 minutes 46 seconds East, 91.00 feet, South 38 degrees 49 minutes 56 seconds East, 69.42 feet; thence leaving the center of said road South 16 degrees 47 minutes 36 seconds East, 196.85 feet to a #4 reinforcing bar; thence South 82 degrees 52 minutes 16 seconds West, 391.74 feet; thence South 17 degrees 15 minutes 54 seconds East, 600.00 feet; thence North 80 degrees 01 minutes 40 seconds East, 289.89 feet to an iron pin found on the top of the bluff; thence along the top of the bluff as follows: South 10 degrees 58 minutes 17 seconds East, 6.57 feet, South 26 degrees 36 minutes 3 seconds East, 52.67 feet, South 11 degrees 47 minutes 12 seconds West, 167.91 feet, South 10 degrees 59 minutes 28 seconds East, 86.18 feet, South 14 degrees 46 minutes 32 seconds West, 222.64 feet, South 3 degrees 39 minutes 48 seconds East, 117.73 feet, South 12 degrees 21 minutes 48 seconds East, 73.62 feet, South 16 degrees 51 minutes 48 seconds East, 78.03 feet, South 16 degrees 23 minutes 22 seconds West, 88.62 feet, South 8 degrees 14 minutes 52 seconds West, 74.71 feet; thence leaving the top of said bluff South 88 degrees 28 minutes 56 seconds East, 459.18 feet to a #4 reinforcing bar; thence North 27 degrees 11 minutes 34 seconds East, 26.92 feet to a point in the Northern line of Bridge Street, in the Town of Bridgeport, as recorded in the Harrison County Courthouse; thence along the Northern right of way of Bridge Street, South 73 degrees 59 minutes 56 seconds East, 477.21 feet to a right of way marker in the Northern right of way of State Road #111; thence with said right of way as follows: North 63 degrees 2 minutes 1 second East, 460.09 feet, North 75 degrees 19 minutes 58 seconds East, 140.83 feet; thence along a curve concave Northwesterly whose radius is 502.96 feet and whose long chord bears North 57 degrees 18 minutes 17 seconds East, having a length of 100.41 feet, a distance of 100.58 feet to the point of beginning.

ALSO:

Part of Section 12, Township 4 South, Range 5 East, in Posey Township, in Harrison County, Indiana, more particularly described as follows: Commencing at a point on the bank of the Ohio River referred to as a stone corner of James Farnsley and Arthur J. Cunningham in the Townsend deed, said point also being the Southernmost corner of Lot #3 of the Farnsley Survey, as recorded in Deed Record Book "Z" page 148, THIS BEING THE POINT OF BEGINNING; thence along the Southern line of Lot 3 of said Farnsley tract North 64 degrees 29 minutes 9 seconds West, 87.64 feet to a #4 reinforcing bar in the Southern right of way of State Road #111; thence with said right of way as follows: Along a curve concave Northwesterly whose radius is 672.96 feet and whose long chord bears South 47 degrees 1 minute 20 seconds West, having a length of 54.93 feet, a distance of 54.95 feet to a #4 reinforcing bar; thence South 24 degrees 35 minutes 30 seconds West, 274.71 feet to a #4 reinforcing bar; thence along a curve concave Northwesterly whose radius is 226.00 feet and whose long chord bears South 38 degrees 7 minutes 12 seconds West, 105.73 feet, a distance of 106.72 feet to a #4 reinforcing bar; thence South 6 degrees 31 minutes 30 seconds West, 298.78 feet to a point at the edge of the Ohio River; thence North 27 degrees 51 minutes 54 seconds East, 712.09 feet to the point of beginning.

TRACT II:

Part of Section 12, Township 4 South, Range 5 East, in Posey Township, in Harrison County, Indiana AND Part of Section 7, Township 4 South, Range 6 East of the Second Principal Meridian, in Franklin Township, in Floyd County, Indiana, more particularly described as follows: Commencing at a stone corner to James Farnsley and Arthur J. Cunningham, which is also the Southernmost corner of Lot #3 of the Farnsley Survey, as recorded in Deed Record Book "Z" page 148, said point being recreated and being on the bank of the Ohio River, THIS BEING THE POINT OF BEGINNING, thence along the Southwestern line of Lot #3 of said Farnsley Tract North 64 degrees 29 minutes 9 seconds West, 87.64 feet to a #4 reinforcing bar placed in the Southern right of way of Indiana State Highway #111; thence along the right of way of said highway as follows: Along a curve concave Northwesterly whose radius is 672.96 feet and whose long chord bears North 34 degrees 10 minutes 30 seconds East, having a length of 245.46 feet, a distance of 246.84 feet to a #4 reinforcing bar; thence continuing along said right of way North 8 degrees 11 minutes 51 seconds West, 119.27 feet to a #4 reinforcing bar; thence North 65 degrees 10 minutes 25 seconds West, 70.00 feet to a #4 reinforcing bar; thence South 44 degrees 7 minutes 0 seconds West, 105.95 feet to a #4 reinforcing bar; thence along a curve concave Northwesterly whose radius is 502.96 feet and whose long chord bears South 37 degrees 37 minutes 17 seconds West, having a length of 242.57 feet, a distance of 244.99 feet to a #4 reinforcing bar in the Southern line of Lot #3 of said Farnsley Tract; thence with said line North 64 degrees 29 minutes 9 seconds West, 141.04 feet; thence along the line of Lot #3 as follows: North 21 degrees 30 minutes 51 seconds East, 495.00 feet, North 11 degrees 29 minutes 9 seconds West, 657.19 feet, North 74 degrees 14 minutes 25 seconds West, 543.21 feet to an iron pin found marking the corner of property, recorded in Deed Record Book "C-9" page 128; thence leaving the Southern line of Lot #3 and along the property line of said tract as follows: North 18 degrees 26 minutes 36 seconds West, 112.26 feet to an iron pin found, North 57 degrees 5 minutes 56 seconds West, 194.06 feet to an iron pin found, North 47 degrees 22 minutes 31 seconds West, 157.28 feet to an iron pin found, North 35 degrees 54 minutes 56 seconds West, 172.63 feet to an iron pin found, North 65 degrees 25 minutes 11 seconds West, 134.39 feet to an iron pin found, North 79 degrees 11 minutes 31 seconds West, 166.74 feet to an iron pin found, North 59 degrees 5 minutes 30 seconds West, 227.74 feet to an iron pin found marking the Northwestern corner of said tract; thence said point being a corner of Lot #3 of said Farnsley Tract; thence continue along the perimeter of said Lot #3 of Farnsley Tract as follows: South 86 degrees 54 minutes 47 seconds West, 429.00 feet, North 84 degrees 40 minutes 23 seconds West, 891.00 feet, South 51 degrees 54 minutes 51 seconds West, 561.00 feet to an iron pin found, North 60 degrees 23 minutes 49 seconds West, 746.55 feet to an iron pin found; thence leaving the Southern line of Lot #3 of said Farnsley Tract North 13 degrees 9 minutes 43 seconds West, 135.00 feet to an iron pin found; thence South 50 degrees 42 minutes 35 seconds West, 282.00 feet to a iron pin found in the West line of the Northeast Quarter of the Northwest Quarter; thence with the West line of said Quarter, Quarter North 0 degrees 6 minutes 54 seconds East, 967.33 feet to an iron pin found at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 12; thence with the North line of said Section, East, basis of bearings this description, 132.86 feet to a pin found as set in a legal survey completed April, 1979; thence continuing with said line East, 3027.53 feet to a stone found; thence South 57 degrees 1 minute 58 seconds East, 672.07 feet to a stone found; thence South 56 degrees 22 minutes 46 seconds East, 39.82 feet to an iron pin found; thence South 1 degree 8 minutes 40 seconds East, 281.84 feet to an iron pin found; thence South 74 degrees 0 minutes 16 seconds East, 724.42 feet to an iron pin found; thence South 66 degrees 32 minutes 11 seconds East,

922.90 feet to a point at the top of the bank of the Ohio River; thence with the bank of said river as follows: South 38 degrees 32 minutes 6 seconds West, 240.86 feet, South 33 degrees 40 minutes 44 seconds West, 208.82 feet, South 15 degrees 36 minutes 28 seconds West, 215.79 feet, South 27 degrees 58 minutes 14 seconds West, 188.90 feet, South 30 degrees 59 minutes 57 seconds West, 198.02 feet, South 29 degrees 30 minutes 53 seconds West, 229.26 feet, South 22 degrees 41 minutes 22 seconds West, 203.10 feet, South 24 degrees 17 minutes 17 seconds West, 194.43 feet, South 8 degrees 50 minutes 5 seconds West, 206.21 feet, South 27 degrees 15 minutes 27 seconds West, 205.43 feet to the point of beginning.

EXCEPT that part conveyed to Hoosier Energy Rural Electric Cooperative in a deed recorded August 31, 1998 as Instrument No. 98056759 and more particularly described as follows: Being a part of Section 12, Township 4 South, Range 5 East, in Harrison County, Indiana, and being part of the property conveyed to RDI/Caesars Riverboat Casino, LLC, as described by deed, recorded in Deed Book “9-O” page 337, said part being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 12, Township 4 South, Range 5 East of the Second Principal Meridian; thence South 00 degrees 06 minutes 54 seconds West, 967.33 feet, North 50 degrees 42 minutes 35 seconds East, 282.00 feet, South 13 degrees 09 minutes 43 seconds East, 135.00 feet, South 60 degrees 23 minutes 49 seconds East, 756.44 feet, North 51 degrees 54 minutes 51 seconds East, 561.00 feet, South 84 degrees 40 minutes 23 seconds East, 891.00 feet; and thence crossing Stuckeys Road, North 86 degrees 54 minutes 47 seconds East, 429.00 feet to a four inch diameter steel pipe; thence North 38 degrees 51 minutes 17 seconds East, 285.15 feet to THE TRUE POINT OF BEGINNING of the tract being herein described; thence North 22 degrees 13 minutes 02 seconds East, 280.00 feet to a point; thence South 67 degrees 46 minutes 58 seconds East, 185.00 feet to a point; thence South 22 degrees 13 minutes 02 seconds West, 280.00 feet to a point; thence North 67 degrees 46 minutes 58 seconds West, 185.00 feet to the true point of beginning.

#### TRACT III:

Being a part of the Northeast Quarter of Fractional Section 12, Township 4 South, Range 5 East, in Posey Township, in Harrison County, Indiana, and being the same property conveyed to Melvin Earl Porter and Marilyn Sue Porter as described by deed, recorded in Deed Book “C-9” page 128, said property being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Fractional Section 12, Township 4 South, Range 5 East of the Second Principal Meridian; thence the following courses: South 00 degrees 06 minutes 54 seconds West, 967.33 feet, North 50 degrees 42 minutes 35 seconds East, 282.00 feet, South 13 degrees 09 minutes 43 seconds East, 135.00 feet, South 60 degrees 23 minutes 49 seconds East, 756.55 feet, North 51 degrees 54 minutes 51 seconds East, 561.00 feet, South 84 degrees 40 minutes 23 seconds East, 891.00 feet, and North 86 degrees 54 minutes 47 seconds East, 429.00 feet to a found four-inch diameter steel pipe, BEING THE TRUE POINT OF BEGINNING of the tract being herein described; thence with the line between Porter and Caesar’s (Deed Book “9-O” page 449), South 59 degrees 05 minutes 30 seconds East, 227.74 feet to a 5/8” diameter steel rebar; thence South 79 degrees 11 minutes 31 seconds East, 166.74 feet to a 5/8” diameter steel rebar; thence South 65 degrees 25 minutes 11 seconds East, 134.39 feet to a 5/8” diameter steel rebar; thence South 35 degrees 54 minutes 56 seconds East, 172.63 feet to a 5/8” diameter steel rebar; thence South 47 degrees 22 minutes 31 seconds East, 157.28 feet to a 5/8” diameter steel rebar; thence South 57 degrees 05 minutes 56 seconds East,



194.06 feet to a 5/8” diameter steel rebar; thence South 18 degrees 26 minutes 36 seconds East, 112.26 feet to a 5/8” diameter steel rebar in the line between Porter and Caesar’s (Deed Book “9-N” page 458); thence with said line, North 74 degrees 14 minutes 25 seconds West, 900.36 feet to a nail in Stuckeys Road; thence with Stuckeys Road part of the way and beyond, North 04 degrees 05 minutes 13 seconds West, 418.77 feet to the point of beginning. (Being the same real estate as intended in Deed Record Book “R-9 page 320, in the Recorder’s Office, in Harrison County, Indiana.)

PARCEL II:

Being a part of the Northwest Quarter of fractional Section 13, Township 4 South, Range 5 East, in Harrison County, Indiana and being part of the property conveyed to Lytle L. Smith as described by deed recorded in Deed Book 8-D, page 531, said part being more particularly described as follows:

Commencing at the northwest corner of the northwest quarter of fractional Section 13; thence east with the north line of Section 13, 1125.00 feet to a point in Lotticks Corner Road; thence continuing East 380.99 feet to a point; thence departing the road and with the east line of Meytz (Deed Book 9-F, page 440), south 05 degrees 58 minutes 36 seconds West 723.72 feet to a found iron pipe; thence with the north line of Voogd (Deed Book 9-K, page 967), East 63.80 feet to the true point of beginning of the tract being herein described; thence North 34 degrees 30 minutes 38 seconds East 220.00 feet to a point; thence East 220.00 feet to a point in Doolittle Hill road; thence with Doolittle Hill road, South 34 degrees 30 minutes 38 seconds West 220.00 feet to a point; thence departing the road and with the north line of Voogd, West (passing a found iron pipe at 21.78 feet) 220.00 feet in all to the true point of beginning.

Horseshoe Hammond

TRACT I:

PARCEL 9: (1050 Calumet Avenue and 200 N Indianapolis Boulevard)

A strip of land, lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of said Section 1 and the Northeasterly right of way line of the Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East along said Section line 184.47 feet to the Southwesterly right of way line of the Baltimore and Ohio Railroad; thence Northwesterly along said right of way on a curve to the right 1092.66 feet, said curve having a radius of 6893.42 feet and a chord that bears North 44 degrees 43 minutes 55 seconds West 1091.51 feet; thence North 40 degrees 11 minutes 28 seconds West along said right of way line 230.52 feet to the centerline of Wolf River Channel as dedicated in Book 92, page 439, in the Office of the Recorder, Lake County, Indiana; thence South 21 degrees 54 minutes 16 seconds West along said centerline 48.86 feet to the Southwesterly right of way line of said Baltimore and Ohio Railroad; thence Northwesterly

along said right of way line on a curve to the right 656.96 feet, said curve having a radius of 11,454.71 feet and a chord that bears North 40 degrees 55 minutes 26 seconds West 656.87 feet; thence North 39 degrees 16 minutes 52 seconds West along said right of way line 1747.53 feet to the Southeasterly boundary of a parcel of land conveyed to Commonwealth Edison of Indiana, Inc. as recorded in the Office of the Recorder of Lake County, Indiana, on September 15, 1972, as Document No. 167074; thence South 27 degrees 20 minutes 35 seconds West along said boundary 108.94 feet to the Northeasterly right of way line of the Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East, along said right of way line, 1704.31 feet; thence Southeasterly, along said right of way line, on a curve to the left 710.40 feet, said curve having a radius of 11,554.71 feet and a chord that bears South 41 degrees 02 minutes 32 seconds East 710.29 feet, to the centerline of Wolf River Channel as dedicated; thence South 21 degrees 54 minutes 16 seconds West along said centerline and said right of way line 139.26 feet; thence South 50 degrees 08 minutes 20 seconds East along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet to the point of beginning.

**PARCEL 10: (1025 Indianapolis Blvd.)**

A strip of land lying in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the East line of said Section 1 and the Northeasterly right of way line of said Baltimore and Ohio Railroad; thence South 00 degrees 00 minutes 00 seconds East along said East Section line 360.21 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence North 50 degrees 08 minutes 20 seconds West along said right of way line, that is 50 feet from the centerline of the Eastbound main track, 1339.82 feet; thence North 46 degrees 13 minutes 12 seconds West, 377.55 feet to the point of beginning; thence Northwesterly, parallel with and 32 feet from the centerline of the Westbound main track on a curve to the right, 641.24 feet, said curve having a radius of 2775.00 feet and a chord that bears North 35 degrees 25 minutes 59 seconds West 639.81 feet; thence North 28 degrees 48 minutes 47 seconds West, parallel with and 32 feet from the centerline of the Westbound main track, 319.11 feet; thence Northwesterly, parallel with and 32 feet from the centerline of the Westbound main track, on a curve to the left 373.11 feet, said curve having a radius of 3007.30 feet and a chord that bears North 32 degrees 22 minutes 03 seconds West, 372.87 feet to the Northeasterly right of way line of said Pittsburgh-Fort Wayne and Chicago Railroad; thence South 39 degrees 16 minutes 52 seconds East along said right of way line 920.03 feet; thence along said right of way line Southeasterly on a curve to the left 236.19 feet, said curve having a radius of 11,554.71 feet and a chord that bears South 39 degrees 52 minutes 00 seconds East 236.19 feet; thence South 02 degrees 27 minutes 28 seconds West 222.63 feet to the point of beginning.

**PARCEL 11: (1101 Railroad Street)**

A parcel of land in Section 6, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of said Section 6; thence North 0 degrees 41 minutes 54 seconds East, 3,693.96 feet along the West line of said Section 6 to the Northerly

right of way line of the Pittsburgh, Fort Wayne and Chicago Railroad right of way; thence South 49 degrees 27 minutes 36 seconds East, 1,275.61 feet along said Northerly railroad right of way line to the centerline of Lake Avenue, said point being the point of beginning; thence continuing on the last mentioned course 1,663.99 feet to the North-South centerline of said Section 6; thence North 0 degrees 00 minutes 00 seconds East, 371.02 feet along said North-South centerline; thence North 53 degrees 00 minutes 00 seconds West, 1,334.80 feet to the East-West centerline of said Section 6; thence South 89 degrees 12 minutes 48 seconds West, 26.11 feet along said East-West centerline; thence North 53 degrees 00 minutes 00 seconds West, 212.52 feet to the centerline of said Lake Avenue; thence South 0 degrees 42 minutes 48 seconds West, 220.32 feet along said centerline of Lake Avenue to the point of beginning.

PARCEL 14: (1114 Indianapolis Blvd.)

Part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point on the Southwesterly right of way line of Indianapolis Boulevard also known as Indiana Boulevard, where the same is intersected by the Southeast line produced of the real estate conveyed by Edward Roby to Aaron Barnes by a Warranty Deed dated August 1, 1877 and recorded September 27, 1877, in Deed Record 25, page 259; thence Southeasterly along the Southwesterly side of said Indianapolis Boulevard, formerly known as Indiana Boulevard, 25 feet; thence Southwesterly at right angles to said Boulevard, 140 feet; thence Northwesterly parallel with said Boulevard 25 feet to the Southeast line of the land conveyed as aforesaid by said Roby to Aaron Barnes, in Deed Record 25, page 259; thence Northeasterly along the aforementioned line 140 feet to the place of beginning, excepting therefrom that portion of the above parcel deeded to the City of Hammond, Indiana by Special (Limited) Warranty Deed dated August \_\_, 2012 and recorded September 26, 2012 as Document No. 2012 067784, described as follows:

A part of the East Half of Section 1, Township 37 North, Range 10 West, Lake County, Indiana, and being that part of grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked as Exhibit "B-1", described as follows: Commencing at the point of intersection of the East line of Section 1 aforesaid, and the centerline of Indianapolis Boulevard, as the same existed prior to the year 1924 (the foregoing portion of this description beginning with the words "the point of" is quoted from Instrument No. 425300); thence North 39 degrees 07 minutes 00 seconds West 1,235.40 feet along the centerline of said Indianapolis Boulevard (also known as U.S.R. 12, 20 and 41) to the prolonged Northwestern boundary of Parkview Avenue; thence South 50 degrees 53 minutes 00 seconds West 40.00 feet along the prolonged boundary of said Parkview Avenue to the Southwestern boundary of said Indianapolis Boulevard; thence North 39 degrees 07 minutes 00 seconds West 884.59 feet along the boundary of said Indianapolis Boulevard; thence South 50 degrees 53 minutes West 30.00 feet along said boundary; thence North 39 degrees 07 minutes 00 seconds West 79.50 feet along said boundary; thence North 50 degrees 53 minutes 00 seconds East 30.00 feet along said boundary; thence North 39 degrees 07 minutes 00 seconds West 324.91 feet along said boundary to the point of beginning of this description, which point is the Northeast corner of the grantor's land; thence

South 50 degrees 53 minutes 00 seconds West 13.99 feet along the Southeastern line of the grantor’s land; thence North 39 degrees 06 minutes 55 seconds West 25.00 feet to the Northwestern line of the grantor’s land at point “230” designated on said parcel plat; thence North 50 degrees 53 minutes 00 seconds East 13.99 feet along said Northwestern line to the Southwestern boundary of said Indianapolis Boulevard; thence South 39 degrees 07 minutes 00 seconds East 25.00 feet along the boundary of said Indianapolis Boulevard to the point of beginning.

**Horseshoe Hammond—National Railroad**

Parcel 1:

All of that certain premises as demised and depicted on an Exhibit to that Memorandum of Lease by and between National Railroad Passenger Corporation (Landlord) and Horseshoe Hammond, LLC (Tenant) dated \_\_\_\_\_, 2017, defined as being a 78,805 S.F./1.809 acre leased area and also a leased 25’ non-exclusive roadway, being a portion of that parcel described herein below:

ALL THAT PARCEL of land situate in the City of Hammond, County of Lake and State of Indiana, being part of Section 6, Township 37 North, Range 9 West, of the Second Principal Meridian, bounded and described according to a plan of survey made by Plumb, Tuckett and Hubbard, Inc., Consulting Engineers, dated November 8, 1978, as follows, viz: COMMENCING at the Southwest corner of said Section 6; thence extending North 0 degrees 41 minutes 54 seconds East, along the West line of said Section 6, said West line being coincident with the centerline of Calumet Avenue, 3,406.41 feet to a P.K. nail marking the true point of beginning for the parcel of land being described; EXTENDING from said true point of beginning the following five courses and distances: (1) North 0 degrees 41 minutes 54 seconds East, continuing along said West line of Section 6 and centerline of Calumet Avenue, 168.76 feet to a P.K. nail in the southwesterly line of land now or formerly of Baltimore and Ohio Railroad; thence (2) Southeastwardly, by said last mentioned land, on a curve to the left having a radius of 11,277.44 feet, the chord of which bears South 50 degrees 40 minutes 32 seconds East, for a length of 914.78 feet, the arc distance of 915.03 feet to a point of tangent marked by an iron pin; thence (3) South 53 degrees 00 minutes East, still by the last mentioned land, 328.30 feet to a P.K. nail in the centerline of Lake Avenue; thence (4) South 0 degrees 42 minutes 48 seconds West, along said centerline of Lake Avenue, 220.32 feet to a P.K. nail; thence (5) North 49 degrees 27 minutes 36 seconds West, 1275.61 feet to the place of beginning. CONTAINING 178,997.73 square feet, more or less, or 4.109 acres, more or less.

**Horseshoe Hammond—City of Hammond, Department of Redevelopment**

PARCEL 2: (825 Empress Drive)

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.77 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 17.84 feet to the Point of Beginning of this description; thence North 35 degrees 17 minutes 10 seconds East 813.45 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet; thence South 35 degrees 23 minutes 05 seconds West 90.00 feet; thence North 54 degrees 36 minutes 55 seconds West 110.00 feet; thence South 35 degrees 17 minutes 10 seconds West 780.38 feet; thence North 46 degrees 40 minutes 28 seconds West 40.40 feet to the Point of Beginning.

PARCEL 3: (1001 Calumet Avenue)

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.76 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 831.29 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet to the Point of Beginning of this description; thence continuing South 54 degrees 36 minutes 55 seconds East 146.67 feet; thence South 35 degrees 16 minutes 41 seconds West 523.46 feet; thence North 54 degrees 35 minutes 11 seconds West 236.35 feet; thence South 35 degrees 15 minutes 53 seconds West 349.92 feet; thence North 46 degrees 40 minutes 28 seconds West 20.88 feet; thence North 35 degrees 17 minutes 10 seconds East 780.38 feet; thence South 54 degrees 36 minutes 55 seconds East 110.00 feet; thence North 35 degrees 23 minutes 05 seconds East 90.00 feet to the Point of Beginning.

PARCEL 5: (1002 Calumet Avenue)

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minutes 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 176.71 feet along said curve to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of said curve and to the Point of Beginning of this description; thence North 48 degrees 49 minutes 21 seconds East 35.00 feet; thence South 41 degrees 10 minutes 39 seconds East 625.56 feet; thence South 41 degrees 14 minutes 09 seconds East 34.87 feet to a point on a non-tangent curve concave to the northeast (said curve hereinafter referred to as “Curve #1”), said point of curvature being South 48 degrees 38 minutes 51 seconds West 5,682.15 feet from the radius point of said curve; thence southeasterly 150.03 feet along Curve #1 to a point being South 47 degrees 08 minutes 05 seconds West 5,682.15 feet from the radius point of Curve #1; thence North 48 degrees 45 minutes 56 seconds East 96.78 feet; thence South 41 degrees 14 minutes 04 seconds East 100.00 feet; thence South 48 degrees 45 minutes 56 seconds West 128.09 feet to a point on a non-tangent curve concave to the northeast (said curve is concentric with Curve #1), said point being South 46 degrees 08 minutes 30 seconds West 5,717.15 feet from the radius point of said curve; thence North 41 degrees 14 minutes 09 seconds West 34.96 feet; thence North 41 degrees 10 minutes 39 seconds West 625.58 feet to the Point of Beginning.

PARCEL 6: (1001 Calumet Avenue)

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence

South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 118.22 feet along said curve to the southwestern boundary of the 21.255 acre tract of land described in the Quitclaim Deed recorded as instrument #91018107 on April 17, 1991, in the Office of the Recorder of Lake County, Indiana, said point being North 15 degrees 15 minutes 10 seconds West 326.48 feet from the radius point of said curve, the next seven (7) courses are along the boundary of said 21.255 acre tract of land; 1)thence North 41 degrees 15 minutes 08 seconds West 1,700.29 feet to the Point of Beginning of this description; 2) thence North 41 degrees 15 minutes 08 seconds West 1,539.62 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 44 minutes 52 seconds West 24,828.52 feet from the radius point of said curve; 3) thence northwesterly 281.79 feet along said curve to its point of tangency, said point of tangency being South 49 degrees 23 minutes 53 seconds West 24,828.52 feet from the radius point of said curve; 4) thence North 40 degrees 36 minutes 07 seconds West 1,474.75 feet to the Indiana/Illinois State Line; 5) thence North 00 degrees 52 minutes 04 seconds West 138.52 feet along the Indiana/Illinois State Line; 6) thence South 48 degrees 50 minutes 29 seconds East 279.19 feet; 7) thence South 41 degrees 14 minutes 04 seconds East 2,051.13 feet to the northwestern corner of the tract of land described in the Quitclaim Deed recorded in Deed Record 1219, page 31, on November 5, 1962, in said Recorder's Office, said corner being on "Eggers Fence Line"; thence South 87 degrees 40 minutes 04 seconds East 11.27 feet along the northern boundary of said tract of land which is also along "Eggers Fence Line"; thence South 41 degrees 12 minutes 09 seconds East 139.21 feet; thence South 40 degrees 14 minutes 07 seconds East 154.35 feet to a point on a non-tangent curve concave to the southwest, said point being North 51 degrees 42 minutes 18 seconds East 1,514.88 feet from the radius point of said curve;

thence southeasterly 141.95 feet along said curve to a point being North 57 degrees 04 minutes 25 seconds East 1,514.88 feet from the radius point of said curve; thence South 30 degrees 59 minutes 10 seconds East 154.35 feet; thence South 30 degrees 01 minute 09 seconds East 186.88 feet; thence South 30 degrees 59 minutes 24 seconds East 155.62 feet to a point on a non-tangent curve concave to the northeast, said point being South 57 degrees 04 minutes 25 seconds West 1,539.88 feet from the radius point of said curve; thence southeasterly 143.63 feet to a point being South 51 degrees 43 minutes 47 seconds West 1,539.88 feet from the radius point of said curve; thence South 48 degrees 44 minutes 52 seconds West 29.89 feet to the Point of Beginning;

ALSO, a part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40

degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1), said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of Curve #1; thence northeasterly and easterly 176.71 feet along Curve #1 to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of Curve #1 and to the Point of Beginning of this description; thence North 41 degrees 10 minutes 39 seconds West 1,372.17 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 49 minutes 21 seconds West 474.78 feet from the radius point of said curve; thence northwesterly 58.94 feet along said curve to its point of tangency, said point of tangency being South 55 degrees 56 minutes 06 seconds West 474.78 feet from the radius point of said curve; thence North 34 degrees 03 minutes 54 seconds West 45.58 feet to point of curvature of curve to the left, said point of curvature being North 55 degrees 56 minutes 06 seconds East 729.28 feet from the radius point of said curve; thence northwesterly 90.62 feet along said curve to its point of tangency, said point of tangency being North 48 degrees 48 minutes 55 seconds East 729.28 feet from the radius point of said curve; thence North 41 degrees 11 minutes 05 seconds West 8.90 feet; thence North 40 degrees 12 minutes 29 seconds West 154.34 feet to a point on a nontangent curve concave to the northeast, said point being South 51 degrees 45 minutes 03 seconds West 1,500.05 feet from the radius point of said curve; thence northwesterly 138.44 feet along said curve to a point being South 57 degrees 02 minutes 18 seconds West 1,500.05 feet from the radius point of said curve; thence North 31 degrees 00 minutes 10 seconds West 154.34 feet; thence North 30 degrees 01 minute 34 seconds West 170.82 feet to the point of curvature of a curve to the right, said point of curvature being South 59 degrees 58 minutes 26 seconds West 1,420.19 feet from the radius point of said curve; thence northwesterly and northerly 273.83 feet along said curve to its point of tangency, said point of tangency being South 71 degrees 01 minute 16 seconds West 1,420.10 feet from the radius point of said curve; thence North 18 degrees 58 minutes 44 seconds West 56.31 feet to a point on the northwesterly extension of the southwestern boundary of the 16.039 acre tract of land described in the Warranty Deed recorded in Deed Record 1218, page 592, on November 9, 1962, in the Office of the Recorder of Lake County, Indiana; thence South 41 degrees 14 minutes 04 seconds East 2,501.08 feet along the northwesterly extension of the southwestern boundary of said 16.039 acre tract of land and along the southwestern boundary of said 16.039 acre tract of land to a point being North 48 degrees 49 minutes 21 seconds East of the point of beginning; thence South 48 degrees 49 minutes 21 seconds West 193.47 feet to the Point of Beginning.

EXCEPTING AND EXCLUDING the following from the above-described parcels:

A parcel of real estate that is two hundred (200) feet wide (measured from east to west) and fifty (50) feet in depth (measured from north to south) and located in the northeasternmost corner of the above-described parcels.

PARCEL 7:



A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, and to the point of beginning of this description, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 270.31 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the terminus of this centerline description.

EXCEPTING THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS:

A 32 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degrees 01 minutes 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the Northeast, said point being South 38 degrees 59 minutes 01 seconds West, 1637.02 feet from the radius point of said curve; thence Southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 43 minutes 21 seconds West, 1637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East, 650.47 feet to the point of a curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West, 2864.79 feet from the radius point of said curve; thence Southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds

West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the Point of Beginning of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvatures being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the TERMINUS of this centerline description.

PARCEL 8:

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, and part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West, more particularly described as follows:

Commencing at the intersection of the East line of said Section 1 and the Northerly line of the Baltimore and Ohio Railroad right-of-way, said point being North 00 degrees 28 minutes 23 seconds East (basis of bearings is Indiana State Plane NAD 83 Grid Bearing—West Zone) 4054.75 feet by direct line from the Southeast corner of said Section 1; thence along the East line of said Section 1 North 00 degrees 27 minutes 13 seconds East 92.96 feet to the point of beginning and a point on the South line of land described in Instrument No. 2000-054153, said point being 40 feet from the Northerly right of way of the Elgin Joliet and Eastern Railroad (the next 4 courses are along the Southerly, Easterly, and Northerly lines of said instrument); (1) thence South 39 degrees 44 minutes 48 seconds East 105.61 feet to a curve having a radius of 2637.78 feet, the radius point of which bears North 50 degrees 15 minutes 13 seconds East; (2) thence Southeasterly along said curve 238.83 feet to a point which bears South 45 degrees 03 minutes 57 seconds West from said radius point, said point being on the Southerly extension of the lakeside face of the sheet piling wall; (3) thence along said wall North 36 degrees 47 minutes 33 seconds East 315.53 feet to a point on the present shoreline of Lake Michigan; (4) thence Northwesterly along the present shoreline of Lake Michigan 462 feet more or less; thence South 38 degrees 37 minutes 30 seconds West 102.49 feet; thence South 73 degrees 07 minutes 56 seconds West 43.25 feet; thence North 51 degrees 22 minutes 29 seconds West 41.88 feet; thence South 47 degrees 41 minutes 38 seconds West 41.79 feet; thence North 42 degrees 09 minutes 44 seconds West 16.98 feet; thence South 51 degrees 16 minutes 43 seconds West 105.38 feet to a point on a non-tangent curve, the radius point of which bears North 48 degrees 44 minutes 26 seconds East, said point also being on the Northerly line of land described in Instrument No. 97014032; thence along said Northerly line and Southeasterly along said curve a distance of 213.39 feet to a point which bears South 43 degrees 21 minutes 29 seconds West from said radius point, and the point of beginning.

PARCEL 9:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West, more particularly described as follows:

Commencing at the intersection of the East line of said Section 1 and the Northerly line of the Baltimore and Ohio Railroad right of way, said point being North 00 degrees 28 minutes 23 seconds East (basis of bearing is Indiana State Plane NAD 83 Grid Bearing—West Zone) 4054.75 feet by direct line from the Southeast corner of said Section 1; thence along the East line of said Section 1 North 00 degrees 27 minutes 13 seconds East 92.96 feet to a point on the North line of land described in Instrument No. 97014032, (the next 3 courses are along the Northerly line of said instrument), said point being on a non-tangent curve, the radius point of which bears North 43 degrees 21 minutes 29 seconds East; (1) thence Northwesterly along said curve a distance of 213.39 feet to a point which bears South 48 degrees 44 minutes 26 seconds West from said radius point, said point also being the Point of Beginning; (2) thence continuing along said curve a distance of 23.47 feet to a point which bears South 49 degrees 19 minutes 57

seconds East from said radius point; (3) thence North 40 degrees 40 minutes 03 seconds West 105.47 feet; thence North 48 degrees 34 minutes 46 seconds East 147.21 feet; thence South 22 degrees 59 minutes 46 seconds East 57.77 feet; thence South 51 degrees 22 minutes 29 seconds East 96.88 feet; thence South 47 degrees 41 minutes 38 seconds West 41.79 feet; thence North 42 degrees 09 minutes 44 seconds West 16.98 feet; thence South 51 degrees 16 minutes 43 seconds West 105.38 feet; to the Point of Beginning.

**Horseshoe Hammond—Waterworks**

PARCEL 4: (1001 Calumet Avenue)

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56

seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the terminus of this centerline description.

TRACT 1:

PROPERTY A—(APN: 130257)

Lots 1-7, 50-87, 96-97 and a portion of Rush Street and Ogilvie Street and the alley adjacent to Lots 1-7 and Lots 81-85 and the South Half (S/2) of the alley adjacent to Lots 86 and 87 (previously closed by Ordinance No. 499 of 1952) and the alley adjacent to Lots 70-79 and Lots 61-69 and the alley adjacent to Lots 53-59 and Lots 50 and 96 and the alley adjacent to Lots 50-52 and Lots 96 and 97, all in the Corrected Map of East Shreveport Subdivision, Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 60, Page 17 of the Records of Bossier Parish, Louisiana, being more fully described as follows:

Tract A-1

Commencing at the Southwest corner of Lot 81, of said Corrected Map of East Shreveport Subdivision, run thence North 50 degrees 18 minutes 20 seconds West a distance of 221.07 feet; Run thence North 30 degrees 09 minutes 42 seconds West a distance of 49.23 feet to a point on the southerly right of way line of Coleman Street; Run thence along said southerly right of way line North 50 degrees 18 minutes 57 seconds East a distance of 280.80 feet; Thence leaving said southerly right of way run South 29 degrees 55 minutes 58 seconds East a distance of 135.05 feet to a point on the centerline of the aforementioned closed alley; Run thence along said centerline North 50 degrees 20 minutes 35 seconds East a distance of 79.96 feet; Thence leaving said centerline run South 29 degrees 54 minutes 27 seconds East a distance of 135.07 feet to a point on the northerly right of way line of Rush Street; Run thence South 30 degrees 07 minutes 34 seconds East a distance of 39.53 feet to a point on the southerly right of way line of Rush Street; Run thence along said southerly right-of-way line North 50 degrees 33 minutes 06 seconds East a distance of 160.01 feet to a point on the westerly right of way line of Homer Street; Run thence along said westerly right of way line South 30 degrees 09 minutes 44 seconds East a distance of 543.12 feet; Thence leaving said westerly right of way line run South 54 degrees 21 minutes 33 seconds West a distance of 241.79 feet; Run thence North 50 degrees 18 minutes 20 seconds West a distance of 568.37 feet to the Point of Beginning of tract; containing 6.0655 acres, more or less,

Tract A-2

and a tract of land located in Sections 29, 30 and 32, Township 18 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, being more fully described as follows: Commencing at the Southwest corner of Lot 81 of the Corrected Map of East Shreveport Subdivision, as recorded in Book 60, Page 17 of the Records of Bossier Parish, Louisiana, Run thence along the

line which is an extension of the northerly right of way line of Rush Street, South 50 degrees 23 minutes 52 seconds West a distance of 46.12 feet to a point on the westerly toe of the Levee, said point being the Point of Beginning of tract herein described: Run thence along said toe South 50 degrees 18 minutes 57 seconds East a distance of 555.42 feet to a point on the northerly right of way line of the East approach to the Traffic Street Bridge as recorded in Book 35, Page 169 of the Records of Bossier Parish, Louisiana; Run thence along said northerly right of way line South 49 degrees 05 minutes 52 seconds West a distance of 563.81 feet to a point on the easterly high bank of Red River; Run thence along said high bank the following courses and distances: North 24 degrees 04 minutes 48 seconds West a distance of 121.67 feet; North 21 degrees 19 minutes 14 seconds West a distance of 100.63 feet; North 17 degrees 23 minutes 06 seconds East a distance of 22.62 feet; North 30 degrees 18 minutes 13 seconds West a distance of 79.82 feet; North 31 degrees 18 minutes 23 seconds East a distance of 53.18 feet; North 07 degrees 10 minutes 06 seconds West a distance of 55.98 feet; North 48 degrees 13 minutes 12 seconds West a distance of 59.33 feet; North 32 degrees 31 minutes 48 seconds West a distance of 29.84 feet; North 29 degrees 01 minutes 28 seconds West a distance of 84.63 feet; North 21 degrees 46 minutes 43 seconds West a distance of 132.95 feet; North 33 degrees 59 minutes 55 seconds West a distance of 177.79 feet and South 83 degrees 49 minutes 09 seconds West a distance of 36.32 feet to a point on the southerly right of way line of Illinois Central Railroad; Run thence along said southerly right of way line North 50 degrees 25 minutes 33 seconds East a distance of 188.40 feet to a point on the westerly toe of Levee; Run thence along said toe South 50 degrees 18 minutes 57 seconds East a distance of 310.29 feet to the Point of Beginning of the tract, containing 6.6100 acres, more or less.

PROPERTY B (APN: 130257)

Lots 8, 9, 10, 11, 12, 13, 88, 89, 90, 91 and a portion of Rush Street adjacent to Lots 70 through 73 and Lots 88 through 91, (abandoned per Ordinance 94 of 1995) all in Corrected Map of East Shreveport Subdivision, as per plat recorded in Book 60, Page 17, Bossier City, Bossier Parish, Louisiana, and the North Half (S/2) of the alley adjacent to Lots 8 and 9 (previously closed by Ordinance No. 499 of 1952) and a portion of the alley adjacent to and between Lots 10-13 and Lots 88-91 (previously closed by Ordinance No. 499 of 1952) and Lots 126, 127, 128, 129, 130, 131, 132, 133, 134 and Lot 138, less and except the portion thereof conveyed to the City of Bossier City for a road, as recorded under Registry Number 613394 of the Conveyance Records of Bossier Parish, Louisiana, and the West Half (W/2) of the alley adjacent to Lots 127, 128, 129, 130, and 131 closed per Ordinance 78 of 1981, and a portion of the west half of the aforesaid closed alley adjacent to Lot 132 described as starting from the centerline of the alley on an angle S00°37'55"W from the SW corner of Lot 401 (on the Corrected Map of East Shreveport Subd Book 60 page 15) to a point on Lot 132, and the right of way of Coleman Street north of and adjacent to Lots 126, 127 and north of and adjacent to the abandoned alley between Lots 127 and 403 (abandoned per Ordinance 78 of 1981), and Lots 42 and 43 and a portion of Lot 44 and a portion of Lots 40 and 41 and Lots 30, 32, 33, 34, 29; and

The South 25 feet of Lot 392, Lots 393, 394, 395, all lots being located in Corrected Map of East Shreveport Subdivision, Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 60, Page 17, and the West Half (W/2) of Ruston Street adjacent to said Lots (abandoned per Ordinance 41 of 2003) of the Records of Bossier Parish, Louisiana.

LESS AND EXCEPT a tract of land identified as Parcel 1-15 of the Traffic Street Widening Project and being a portion of Lot 138, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana. Being more particularly described as follows: From the point of intersection of the north right-of-way line of Ogilvie Street and the east line of Lot 138, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana, run South  $59^{\circ}52'37''$  West, a distance of 57.54 feet, to the Point of Beginning of the tract herein described; run thence South  $59^{\circ}52'37''$  West, a distance of 27.19 feet; run thence North  $30^{\circ}07'00''$  West, a distance of 3.78 feet; South  $59^{\circ}52'37''$  West, a distance of 9.76 feet; run thence North  $77^{\circ}33'00''$  West, a distance of 24.67 feet; run thence North  $34^{\circ}56'15''$  West, a distance of 19.60 feet; run thence North  $59^{\circ}52'39''$  East, along said south right-of-way line, a distance of 56.80 feet, to the point of curvature of a curve to the right having the following data: Delta =  $0^{\circ}35'13''$ , Radius = 3,904.00 feet and Tangent = 20.00 feet; run thence in a Southeasterly direction, along said curve, a distance of 40.00 feet, to the Point of Beginning, containing 0.045 acres (1,965.754 square feet), more or less, as calculated by the above courses and distances.

LESS AND EXCEPT a tract of land identified as Parcel 1-18 of the Traffic Street Widening Project and being a portion of Lots 126 thru 134, both inclusive and the south half of closed Coleman Street, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana. Being more particularly described as follows: From the point of intersection of the east right-of-way line of Traffic Street and the south line of Lot 134, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana, said point and corner also being the Point of Beginning of the tract herein described, run North  $30^{\circ}10'57''$  West, along said east right-of-way line, a distance of 29.66 feet; run thence North  $59^{\circ}49'03''$  East, a distance of 15.08 feet; run thence North  $27^{\circ}08'04''$  West, a distance of 10.34 feet; run thence North  $30^{\circ}28'13''$  West, a distance of 290.14, to the point of curvature of a curve to the right having the following data: Delta =  $2^{\circ}52'56''$ , Radius = 1,106.28 feet and Tangent = 27.83 feet; run thence in a Northwesterly



direction, along said curve, a distance of 55.65 feet, to the point of intersection the centerline of closed Coleman Street; run thence South 89°45'35" East, a distance of 73.90 feet; run thence South 13°32'59" East, a distance of 57.35 feet; run thence South 27°41'12" East, a distance of 153.55 feet, to the point of curvature of a curve to the right having the following data: Delta = 2°03'25", Radius = 3,904.00 feet and Tangent = 70.08 feet; run thence in a Southeasterly direction along said curve, a distance of 140.15 feet, to the point of intersection with the common line between Lots 134 and 135, of said East Shreveport Subdivision; run thence South 59°52'37" West, a distance of 65.59 feet, to the Point of Beginning, containing 0.429 acres (18,704.763 square feet), more or less, as calculated by the above courses and distances.

PROPERTY C—(APN: 130257)

A tract of land located in Section 29, Township 18 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, being more fully described as follows: Commencing at the Southwest corner of Lot 81, of the Corrected Map of East Shreveport subdivision, as recorded in Book 60, Page 17 of the Records of Bossier Parish, Louisiana; Run thence South 50 degrees 18 minutes 20 seconds East a distance of 568.37 feet; Run thence South 65 degrees 08 minutes 10 seconds West a distance of 50.08 feet; Run thence North 50 degrees 18 minutes 57 seconds West a distance of 865.71 feet to a point on the southerly right of way line of the Kansas City Southern Railway; Run thence along said southerly right of way line North 50 degrees 25 minutes 33 seconds East a distance of 46.18 feet; Thence leaving said southerly right of way line run South 50 degrees 18 minutes 20 seconds East a distance of 310.25 feet to the Point of Beginning of tract, containing 0.907 acres, more or less.

PROPERTY "J"—(APN: 181331012005900 (Caddo Parish) & 124242 (Bossier Parish))

A tract of land situated in the North Half of the Northwest Quarter of Section 32, Township; 18 North, Range 13 West, Bossier and/or Caddo Parish, Louisiana, described as follows:

Begin at an iron pipe marking the extreme Northeast Corner of the tract herein described which iron pipe is 154.27 feet East of the Northeast Corner of that certain parcel of land sold to Albert L. Wilson, as per deed filed and recorded in Conveyance Vol. 72, Page 97 of the Records of Bossier Parish, Louisiana, thence South 14 degrees 58 minutes West 136.27 feet to an iron pipe

for corner; thence South 0 degrees 58 minutes East 94.5 feet to an iron bar for corner; thence South 57 degrees 05 minutes East 395 feet to an iron pipe set flush with the surface for a corner, the extreme East Corner of the tract herein described; thence South 23 degrees 05 minutes West 329.35 feet to an iron pipe on the high bank of Red River for a corner; thence North 74 degrees 57 minutes West along said high bank of Red River 761.2 feet to a point; thence North 73 degrees 27 minutes West along said high bank 253.1 feet to a point; thence North 17 degrees 28 minutes West 96.8 feet to a point in that tract or parcel of land sold by J.E. Reynolds, et al, to the City of Shreveport and Parish of Bossier, as per deed filed and recorded in Conveyance Vol. 35, Page 169 of the Records of Bossier Parish; thence along the traverse of said parcel of land North 60 degrees 32 minutes East 56 feet; thence North 45 degrees 02 minutes East 169 feet; thence North 1 degree 32 minutes East to the South line of tract sold by H.H. Allen to Mrs. Myrtle Bufkin, et al, as per deed filed and recorded on October 8, 1935, in Conveyance Vol. 121, Page 81 of the Records of Bossier Parish, Louisiana; thence East on said South line to the Southeast corner of the tract of land sold by J.E. Reynolds, et al to Albert L. Wilson, as per deed recorded in Conveyance Vol. 73, Page 268 of the Records of Bossier Parish, Louisiana; thence continue East along the South line of said Wilson tract 308.8 feet to the Southeast Corner of said Wilson tract; thence in a Northeasterly direction along the Southeast line of a tract sold by J.M. Cook, et al to Mrs. Annie M. Bufkin, et al, described in deed recorded in Conveyance Vol. 114, Page 565 of the Records of Bossier Parish, Louisiana, to the Southeast Corner of said tract; thence North along the East line of said tract a distance of 121 feet to the Northeast Corner of said Bufkin tract; thence East on the section line between Sections 32 and 29 to an iron pipe marking the extreme Northeast Corner herein described and being the point of beginning and containing 10.96 acres, more or less, and known as Riverside Lodge, together with all accretion and batture lying between the above described tract and the Red River, the Red River being the westerly boundary of the above described tract.

(Being a portion of the same property acquired by First National Bank as Trustee of Maxine Hart, et al, by a Deed of Trust from the Estate of Max W. Hart, dated May 21, 1956, and recorded October 2, 1956, Book 268, Page 92 of the Conveyance Records of Bossier Parish, Louisiana.)

LESS AND EXCEPT:

A certain tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, being situated in the fractional North Half of the Northwest Quarter of Section 32, Township 18 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, the boundary lines of which tract is more particularly described as follows, to-wit:

Beginning at an iron pin on the Northeast corner of said property; said pin being 12 feet West of the right of way line of Riverside Drive; run thence South 15 degrees 33 minutes 58 seconds West 134.68 feet (136.27 feet recorded); thence South 0 degrees 21 minutes 11 seconds East 93.39 feet (94.5 feet recorded); thence South 57 degrees 04 minutes 56 seconds East 248.70 feet to a point and corner; thence South 32 degrees 16 minutes 57 seconds West 388.96 feet to a point and corner; thence North 74 degrees 56 minutes 56 seconds West 484.20 feet; thence North 36 degrees 39 minutes 21 seconds West 401.27 feet to an iron pin; thence North 2 degrees 20 minutes 06 seconds East 38.82 feet to a point and corner; thence South 89 degrees 22 minutes 09 seconds East a distance of 583.33 feet to a point and corner; thence North 44 degrees 25 minutes 46 seconds East 121.60 feet; thence North 0 degrees 24 minutes 31 seconds East 121 feet to a point and corner; thence South 89 degrees 24 minutes 54 seconds East 70.83 feet to the point of beginning and containing 6.995 acres, identified as Parcel No. D-2-2 shown on property survey map for the Shreveport-Fillmore Expressway, State Project No. 451-02-01, Federal Aid Interstate Project No. 1-20-1(15)19, Bossier Parish, prepared by John D. Wilkinson, II, Registered Surveyor, dated February 25, 1960, said map being filed in the office of the Department of Highways in the City of Baton Rouge, Louisiana.

This has also been described as:

11.5 acres, more or less, in Section 32, Township 18 North, Range 13 West, Bossier and/or Caddo Parishes, Louisiana, more fully described as follows: From the Southwest Corner of Lot 34, Cook Subdivision of Bossier City, Bossier Parish, Louisiana, as recorded in Book 141, at Page 11 of the Records of Bossier Parish, Louisiana, and the point of beginning; run thence South 56 degrees 31 minutes 59 seconds East, 44.48 feet, run thence South 23 degrees 11 minutes 32 seconds West, 897.15 feet to a set 1" X 3' iron pipe, continue thence South 23 degrees 11 minutes 32 seconds West, 70.0 feet to the high bank of Red River, run thence northwesterly along the high bank of Red River, 1184 feet more or less, run thence North 16 degrees 46 minutes 09 seconds West, 30.0 feet to a set 1" X 3' iron pipe in the southeasterly line of that property conveyed by Reynolds to the City of Shreveport and the Parish of Bossier as recorded in Book 35 at Page 169 of the Records of Bossier Parish, Louisiana; run thence along said southeasterly line, North 61 degrees 13 minutes 52 seconds East, 56.0 feet to a set 1" X 3' iron pipe, run thence North 45 degrees 43 minutes 52 seconds East 169.0 feet to a set 1" X 3' iron pipe, run thence North 2 degrees 13 minutes 52 seconds East, 61.18 feet to a LDH (Louisiana Department of Highways) concrete monument, and the southerly right-of-way of I-20 (Interstate Highway 20), run thence along said right-of-way South 36 degrees 45 minutes 35 seconds East, 401.40 feet, South 74 degrees 57 minutes 34 seconds East, 484.74 feet, North 32 degrees 16 minutes 57 seconds East, 390.49 feet, and South 56 degrees 31 minutes 59 seconds East, 101.44 feet to the southwest corner of said Lot 34 and the point

of beginning, together with all accretion and batture lying between the above described tract and the Red River, the Red River being the westerly boundary of the above described tract.

All as shown in Cash Sale Deed by Max W. Hart, Jr. to Bossier City Land Corporation dated January 14, 1997 recorded January 30, 1997 under Registry No. 629452 of the Conveyance Records of Bossier Parish, Louisiana.

PROPERTY "K"—(APN: 124241)

One certain tract or parcel of land, together with all the improvements situated thereon and all of the rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in Section 32, Township 18 North, Range 13 West, Northwest Land District, Bossier Parish, Louisiana, identified as Parcels 1, 2, & 3, on the updated survey of State Project No. ###-##-####, Shreveport-Fillmore Expressway, Route I-20, Bossier Parish, Louisiana prepared by George D. Sullivan, Registered Professional Land Surveyor, dated November 25, 1996, which property is more particularly described as follows:

PARCEL NO. 1

Proceeding from the Department of Transportation and Development concrete monument located along the control of access line of Riverside Drive, thence North 25 degrees 17 minutes 59 seconds West a distance of 69.74 feet to the point of beginning; thence continuing North 25 degrees 17 minutes 59 seconds West a distance of 228.61 feet to a point and corner; thence proceed along the arc of a curve having a radius of 207.56 feet (the chord of which bears South 48 degrees 19 minutes 24 seconds East a distance of 205.45 feet, a distance of 207.56 feet to a point and corner; thence proceed South 38 degrees 30 minutes 26 seconds West a distance of 89.55 feet to the point of beginning and containing a net area of 7,431.51 square feet.

PARCEL NO. 2

Proceeding from the concrete Department of Transportation and Development marker along the control of access of Riverside Drive, thence North 25 degrees 17 minutes 59 seconds West a distance of 36.31 feet to the point of beginning; proceed North 25 degrees 17 minutes 59 seconds West a

distance of 33.43 feet to a point and corner; thence proceed North 38 degrees 30 minutes 26 seconds East a distance of 89.55 feet to a point and corner; thence proceed along the arc of a curve having a radius of 419.78 feet, (the chord of which bears South 64 degrees 35 minutes 27 seconds East a distance of 30.80 feet), a distance of 30.82 feet to a point and corner; thence proceed South 38 degrees 30 minutes 26 seconds West a distance of 111.29 feet to the point of beginning and containing a net area of 3,012.57 square feet.

PARCEL NO. 3

Beginning at the Department of Transportation and Development concrete monument along the control of access line of Riverside Drive, thence proceed North 25 degrees 17 minutes 59 seconds West a distance of 36.31 feet to a point and corner; thence proceed North 38 degrees 30 minutes 26 seconds East a distance of 111.29 feet to a point and corner; thence proceed along the arc of a curve having a radius of 419.78 feet (the Chord of which bears South 74 degrees 32 minutes 16 seconds East 114.79 feet), a distance of 114.95 feet to a point and corner; thence proceed South 28 degrees 45 minutes 53 seconds West a distance of 166.04 feet to a point and corner; thence proceed North 56 degrees 19 minutes 11 seconds West a distance of 101.32 feet to the point of beginning and containing a net area of 17,335.88 square feet.

PROPERTY "L"—(APN: 124243)

3.89 acres of land in the Northwest Quarter (NW /4) of Section 32, Township 18 North, Range 13 West, beginning on a point on Section line between Sections 29 and 32, Township 18 North, Range 13 West, 582.55 feet East of the Southwest corner of Section 29, this point is also 75 feet Northwest from and at right angles to the centerline of the new traffic bridge over Red River, thence South 49 degrees 27 minutes West 268.2 feet parallel with the centerline of said bridge, thence South 40 degrees 33 minutes East 201.2 feet; thence South 70 degrees 58 minutes East 264 feet; thence North 60 degrees 32 minutes East 100 feet, thence North 45 degrees 02 minutes East 169 feet; thence North 01 degrees 32 minutes East 110 feet; thence North 68 degrees 28 minutes West 68 feet; thence North 11 degrees 20 minutes West 112 feet to the Section line; thence West along Section 300.9 feet to place of beginning; and a strip containing .30 of an acre of land in the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 29, Township 18 North, Range 13 West, more particularly described as follows: Beginning at a point on the Section line between Sections 29 and 32, Township 18 North, Range 13 West, 582.55 feet East of the southwest corner of Section 29, this point is also 75 feet Northwest from and at right angles to the centerline of the new traffic bridge over Red River; run thence North 49 degrees 27 minutes East parallel to the said bridge 93.8 feet; thence South 83 degrees 18 minutes

East 224 feet; thence South 11 degrees 33 minutes East 35.6 feet to Section line; thence West along Section line 300.9 feet to place of beginning. Said property being located in Bossier Parish, Louisiana.

PROPERTY “M”—(APN: 130783)

LOTS THREE HUNDRED NINETY-SIX (396), THREE HUNDRED NINETY-SEVEN (397), THREE HUNDRED NINETY-EIGHT (398) AND THREE HUNDRED NINETY NINE (399), CORRECTED MAP OF EAST SHREVEPORT, a subdivision in the City of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 60, Page 17, and the West Half (W/2) of Ruston Street adjacent to said Lots (abandoned per Ordinance 41 of 2003) of the Conveyance Records of Bossier Parish, Louisiana.

PROPERTY “N”—(APN: 124924)

Lots 380, 381, 382, 383, 384, 385, 386, 387 and 388 of the Corrected Map of East Shreveport, a subdivision of the City of Bossier City, per plat Book 60, page 17, and the East Half (E/2) of Ruston Street adjacent to said Lots (abandoned per Ordinance 41 of 2003) of the Conveyance Records of Bossier Parish, Louisiana.

PROPERTY “JJ”—(APN: 129621)

Lots 401, 403, East Shreveport Subdivision, a subdivision in Bossier City, Bossier Parish, Louisiana, as per plat recorded in Conveyance Book 60, page 17 of the Records of Bossier Parish, Louisiana, and the right of way of Coleman Street north of and adjacent to said lots closed by Ordinance No. 78 of 1981 and the East half of the alley closed by Ordinance No. 78 of 1981, and less that certain tract of land more fully described in Conveyance Book 936, page 566 of the Records of Bossier Parish, Louisiana.

PROPERTY “P2” a/k/a “KK”—(APN: 148923)

Lot Three Hundred Ninety One (391) and the north fifteen feet of Lot Three Hundred Ninety Two (392), of corrected map of East Shreveport Subdivision, a subdivision in the City of Bossier City, Bossier Parish, Louisiana, as per plat thereof recorded in Book 60, Page 17, and the West Half (W/2) of Ruston Street adjacent to said Lots (abandoned per Ordinance 41 of 2003) of the official Conveyance Records of Bossier Parish, Louisiana.

PROPERTY “P1” a/k/a “LL”—(APN: 122787)

Tract P1-A

LOT THIRTY ONE (31), of EAST SHREVEPORT SUBDIVISION, a subdivision in the City of Bossier City, Bossier Parish, Louisiana, as per plat thereof recorded in Book 60, Page 17 of the official Conveyance Records of Bossier Parish, Louisiana,

LESS AND EXCEPT Parcel 1-3 described as follows:

A tract of land identified as Parcel 1-3 of the Traffic Street Widening Project and being a portion of Lot 31, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana, being more particularly described as follows:

From the point of intersection of the south right-of-way line of Ogilvie Street and the West right-of-way line of Traffic Street, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana; said point and corner also being the Point of Beginning of the tract herein described, run South 30°25’23” East, along the west right-of-way line of said Traffic Street, a distance of 40.00 feet, to the point of intersection with the lot line common to Lots 31 and 32, of said East Shreveport Subdivision; run thence South 50°31’32” West, along said common lot line, a distance of 40.35 feet; run thence North 30°43’12” West, a distance of 39.96 feet, to the point of intersection with the south right-of-way line of said Ogilvie Street; run thence North 50°31’13” East, along said right-of-way line, a distance of 40.56 feet, to the Point of Beginning. Containing 0.037 acres (1598.0021 square feet), more or less.

and

Tract P1-B aka “MM”—(APN: 161535)

A tract of land, being a portion of Parcel 1-3, as recorded under Instrument Number 794628, records of Bossier Parish, Louisiana. Being more particularly described as follows:

From the point of intersection of the south right-of-way line of Ogilvie Street and the West right-of-way line of Traffic Street, East Shreveport Subdivision, as recorded in Book 60, Page 17, Bossier Parish, Louisiana; run South 30°25'23" East, along the west right-of-way line of said Traffic Street, a distance of 35.16 feet, to the Point of Beginning of the tract herein described, run South 30°25'23" East, a distance of 4.84 feet, to the point of intersection with the lot line common to Lots 31 and 32, of said East Shreveport Subdivision; run thence South 5°31'32" West, along said common lot line, a distance of 40.35 feet; run thence North 30°43'12" West, a distance of 39.96 feet, to the point of intersection with the south right-of-way line of said Ogilvie Street; run thence North 50°31'13" East, along said right-of-way line, a distance of 5.40 feet, to the point of curvature of a curve to the right having the following data: Delta = 99°03'24", Radius = 30.00 feet and Tangent = 35.16 feet; run thence in a Southeasterly direction along said curve, a distance of 51.87 feet, to the Point of Beginning. Containing 0.0303 acres (1321.171 square feet), more or less.

**Horseshoe Bossier—Water Bottom**

**TRACT 3:** (APN: N/A)

**PROPERTY “Z”**

**Fee Simple:** State of Louisiana, State Land Office

**Leasehold:** Horseshoe Entertainment

That certain leasehold estate created by the Lease affecting the following described property:

A tract of land located adjacent to Section 29, 30 and 32, Township 18 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, being more fully described as follows:

Commencing at the Southwest corner of Lot 81, of the Corrected Map of East Shreveport Subdivision, as recorded in Book 60, page 17 of the Records of Bossier Parish, Louisiana; run thence along the line which is an extension of the Northerly right of way line of Rush Street South 50°23'52" West a distance of 46.12 feet to a point on the Westerly toe of the Levee; run thence along said toe South 50°18'57" East a distance of 555.42 feet to a point on the Northerly right of way line of the East approach to the Traffic Street Bridge as recorded in Book 35, page 169 of the Records of Bossier Parish, Louisiana; run thence along said Northerly right of way line South 49°05'52" West a distance of 563.81 feet to a point on the Easterly Bank of Red River; run thence along said bank the following courses and distances: North 24°04'48" West a distance of 121.67 feet; North 21°19'14" West a distance of 100.63 feet; North 17°23'06" East a distance of 22.62 feet; thence leaving said bank run South 62°39'42" West a distance of 65.10 feet more or less to the mean low water level of Red River, SAID POINT BEING THE POINT OF BEGINNING of tract herein described:



Continue thence South 62°39’42” West a distance of 163.93 feet into Red River; run thence North 27°49’38” West a distance of 400.00 feet; run thence North 62°39’42” East a distance of 193.18 feet more or less to the mean low water level of the River; run thence with the mean low water level South 27°20’18” East a distance of 370.60 feet more or less and South 13°58’04” West a distance of 39.13 feet more or less to the Point of Beginning of tract, containing 1.75 acres, more or less.

**Horseshoe Bossier—Bonomo**

**TRACT 2:** (APN: 124188)

Fee Simple:       Bonomo Investment Company, LLC & except as to the West 30 feet of the East 40 feet of Lot 41 which is vested in Johnny Bonomo, Jr. and Mary Cordaro Bonomo

Leasehold:       Horseshoe Entertainment

Lease affecting Lots 37, 38, 39, and the East 55 feet of Lot 40, and the East 40 feet of Lot 41, Corrected Map of East Shreveport, a subdivision of the City of Bossier City, as per plat recorded in Book 60, page 17 of the Conveyance Records of Bossier Parish, Louisiana.

**Harrah’s Bossier City (Louisiana Downs)**

**TRACT 1:** (APN: 132366 & 103349)

A tract of land located in Section 17, Township 18 North, Range 12 West, Bossier Parish, Louisiana being more particularly described as follows:

From the common corner of Section 16, 17, 20 and 21 run North 0 degrees 30 minutes 45 seconds East along the line common to Section 16 and 17, a distance of 353.32 feet to the point of intersection with the North right-of-way line of Interstate 20 and being the point of beginning of the tract herein described; said point being in a curve to the left; thence traversing said North right-of-way line of Interstate 20 and Interstate 220, run Southwesterly along said curve to the left a distance of 314.50 feet; run thence South 85 degrees 15 minutes 03 seconds West a distance of 1,050.43 feet; run thence South 79 degrees 42 minutes 56 seconds West a distance of 768.32 feet; run thence North 74 degrees 04 minutes 50 seconds West, a distance of 940.76 feet; run thence North 57 degrees 02 minutes 52 seconds West a distance of 469.84 feet; run thence North 42 degrees 10 minutes 16 seconds West a distance of 438.63 feet; run thence North 17 degrees 58 minutes 00 seconds West a distance of 1,430.52 feet to the point of intersection with the South right-of-way line of U.S. Highway No. 80; run thence North 47 degrees 16 minutes 27 seconds East, along said South right-of-way line of U.S. Highway 80, a distance of 1,098.28 feet; run thence North 52 degrees 59 minutes 27 seconds East a distance of 502.49 feet; run thence North 47 degrees 16 minutes 26 seconds East, a distance of 200 feet; run thence North 41

degrees 33 minutes 26 seconds East, a distance of 502.49 feet; run thence North 47 degrees 16 minutes 27 seconds East, a distance of 188.77 feet; run thence South 89 degrees 44 minutes 13 seconds East, a distance of 2,358.28 feet to the point of intersection with the East line of Section 17; run thence South 0 degrees 30 minutes 45 seconds West, along said East line of Section 17 a distance of 3,632.31 feet to the Point of Beginning.

LESS AND EXCEPT: (PART OF MOBILE HOME PARK)

A tract of land located in Section 17, Township 18 North, Range 12 West, Bossier Parish, Louisiana, from the corner common to Sections 16, 17, 20 and 21, run North 00 degrees 31 minutes 49 seconds East, along the line common to Sections 16 and 17, 2927.98 feet to the point of beginning of the tract herein to be described; thence North 27 degrees 15 minutes 19 seconds West 165.78 feet to a point; thence North 34 degrees 13 minutes 09 seconds West, 140.00 feet to a point; thence North 42 degrees 43 minutes 09 seconds West, 310.00 feet to a point; thence North 50 degrees 43 minutes 09 seconds West, 320.00 feet to a point; thence North 20 degrees 43 minutes 09 seconds West, 170.00 feet to a point; thence North 43 degrees 39 minutes 18 seconds West, 300.35 feet to a point; thence South 89 degrees 41 minutes 17 seconds East, 890.00 feet to intersect the East line of said Section 17; thence South 00 degrees 31 minutes 49 seconds West, along said East line of Section 17, 1065.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT: (SPRINGHILL)

A tract of land located in Section 17, Township 18 North, Range 12 West, Bossier City, Bossier Parish, Louisiana, being more fully described as follows:

Beginning at the common corner of Sections 16, 17, 20 and 21, Township 18 North, Range 12 West, Bossier Parish, Louisiana; run thence along the east line of said Section 17 North 00°30'45" East a distance of 3,985.63 feet; thence leaving said east line run North 89°44'13" West a distance of 2,358.28 feet to a point on the southerly right of way line of U.S. Highway 80; run thence along said southerly right of way line the following courses and distances; South 47°16'27" West a distance of 188.77 feet; South 41°33'26" West a distance of 502.49 feet; South 47°16'26" West a distance of 200.00 feet and South 52°59'27" West a distance of 164.19 feet to the Point of Beginning of tract herein described; thence leaving said southerly right of way line run South 42°43'33" East a distance of 641.10 feet to the point of curvature of curve to the right (said curve having a radius of 257.17 feet and a chord bearing South 37°58'07" West a distance of 71.64 feet); run thence along said curve an arc distance of 71.87 feet; run thence South 47°07'26" West a distance of 98.50 feet; run thence South 33°24'12" West a distance of 89.47 feet; run thence North 42°42'05" West a distance of 699.99 feet to a point on the southerly right of way line of U.S. Highway 80; run thence along said southerly right of way line North 52°59'27" East a distance of 257.03 feet to the Point of Beginning.

The foregoing property is identified as Lot 1, Springhill Suites by Marriott Project Site, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat thereof recorded on November 21, 2006 in the Conveyance Records of Bossier Parish, Louisiana, in Book 1364, page 66 under Registry No. 882654.

ALSO LESS AND EXCEPT: (NTP PROPERTIESS, LLC/COMFORT SUITES INN)

Two tracts of land located in Section 17, Township 18 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as Lot 1 and Lot 2 as shown on Plat titled Panache Subdivision Unit No. 2 filed December 22, 2009 in Book 1364, Page 513, Instrument No. 983301 in the Conveyance Records of Bossier Parish, Louisiana.

ALSO LESS AND EXCEPT: (HOLIDAY INN)

A tract of land located in Section 17, Township 18 North, Range 12 West, Bossier Parish, Louisiana, being more particularly described as Lot 1 as shown on Plat titled Holiday Inn Express at Louisiana Downs filed March 10, 2011 in Book 1364, Page 678, Instrument No. 1015135 in the Conveyance Records of Bossier Parish, Louisiana.

ALSO LESS AND EXCEPT: (SIFUENTES & HOME FEDERAL)

Two tracts of land located in Section 17, Township 18 North, Range 12 West, Bossier Parish, Louisiana being more particularly described as Lots 1 and 2 as shown on Plat titled Louisiana Downs Commercial Subdivision filed April 11, 2013 in Book 1601, Page 115, Instrument No. 1070410 in the Conveyance Records of Bossier Parish, Louisiana.

TRACT II (APN: 132368—UNDEVELOPED BAYOU)

A tract of land lying West of the West top bank of Red Chute Bayou and East of the West line of Section 16, Township 18 North, Range 12 West, Bossier Parish, Louisiana. Said tract more fully described as follows:

From the Southwest corner of Section 16, Township 18 North, Range 12 West, Bossier Parish, Louisiana, run North 0 degrees 32 minutes 10 seconds East along the West line of said Section 16, a distance of 2,072.75 feet to the Point of Beginning. Thence run South 89 degrees 43 minutes East a distance of 166.0 feet to a point on the West Top Bank of Red Chute Bayou, thence run Southwesterly along the West Top Bank of Red Chute Bayou to the point of intersection of the West Top Bank of Red Chute Bayou with the West line of Section 16, thence run North 0 degrees 32 minutes 10 seconds East along the West line of Section 16, to the point of beginning.

TRACTS I AND II ALSO DESCRIBED AS:

As per survey by Blew & Associates, P.A. dated January 4, 2016, last revised March 3, 2016, under Job No. 15-1341:

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 18 NORTH, RANGE 12 WEST, BOSSIER PARISH, LOUISIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE COMMON CORNER OF SECTION 16, 17, 20 AND 21 RUN N00°29'58"E ALONG THE LINE COMMON TO SECTION 16 AND 17, A DISTANCE OF 353.32 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF INTERSTATE 20 AND BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

SAID POINT BEING IN A NON TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 2877.85', AN ARC LENGTH OF 315.93°, AND A CHORD BEARING AND DISTANCE OF S86°46'32"W 315.77, THENCE CONTINUING ALONG THE RIGHT OF WAY LINE OF INTERSTATE 20 AND INTERSTATE 220 FOR THE FOLLOWING 6 COURSES; THENCE S85°14'16"W 1050.43, THENCE S79°42'09"W 768.32', THENCE N74°05'37"W 940.76', THENCE N57°00'53"W 470.79', THENCE N42°06'09"W 438.60, THENCE N17°59'19"W 1429.05' TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF U.S. HWY. 80, THENCE ALONG SOUTH RIGHT OF WAY OF U.S. HWY. 80 N47°13'00"E 112.07, THENCE LEAVING SAID RIGHT OF WAY S42°34'33"E 346.03, THENCE S42°34'34"E 345.97, THENCE N46°50'59"E 297.27', THENCE N42°32'26"W 345.97', THENCE N42°32'26"W 174.21', THENCE S47°14'49"W 50.86', THENCE N78°15'10"W 112.82', THENCE N42°34'34"W 78.01' TO THE SOUTH RIGHT OF WAY OF U.S. HWY. 80, THENCE ALONG SAID RIGHT OF WAY N47°13'00"E 265.41', THENCE N47°20'06"E 126.69', THENCE LEAVING SAID RIGHT OF WAY S42°32'36"E 77.80', THENCE S06°46'03"E 112.60', THENCE S47°27'24"W 53.90', THENCE S42°31'39"E 207.90', THENCE N47°27'51"E 75.95', THENCE S42°32'09"E 314.06', THENCE N47°27'51"E 389.73', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 30.00', AN ARC LENGTH OF 26.28', AND A CHORD BEARING AND DISTANCE OF N22°21'46"E 25.45', THENCE N42°40'58"W 303.26', THENCE N42°41'42"W 378.92' TO THE SOUTH RIGHT OF WAY OF U.S. HWY. 80, THENCE ALONG SAID RIGHT OF WAY N47°56'33"E 46.09, THENCE N52°58'40"E 81.26', THENCE LEAVING SAID RIGHT OF WAY S42°43'45"E 699.65', THENCE N33°17'56"E 89.25', THENCE N47°21'33"E 98.56', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 258.28', AN ARC LENGTH OF 72.03', AND A CHORD BEARING AND DISTANCE OF N37°36'41"E 71.80', THENCE N42°44'47"W 640.65' TO THE SOUTH RIGHT OF WAY OF U.S. HWY. 80, THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES: N52°58'40"E 164.19', THENCE N47°15'39"E 200.00', THENCE N41°32'39"E 502.49', THENCE N46°44'05"E 188.36', THENCE LEAVING SAID RIGHT OF WAY S89°39'43"E 1469.77°, THENCE S43°42'40"E 300.59', THENCE S20°43'56"E 170.00', THENCE S50°43'56"E 320.00', THENCE S42°43'56"E 310.00', THENCE S34°13'56"E, 140.00', THENCE S27°16'06"E 165.78', THENCE S00°29'58"W 847.88', THENCE S89°45'12 E 166.00', THENCE S14°36'08"W 681.27', THENCE S00°29'58"W 1059.43' TO THE POINT OF BEGINNING. CONTAINING 277.90 ACRES MORE OR LESS.

TRACT III:

Together with the benefit of the bus and pedestrian access rights granted pursuant to the Reciprocal Easement and Covenant Agreement by and between Harrah's Bossier City Investment Company, LLC and LAD Hotel Partners, LLC recorded February 13, 2007 in Book 1396, page 823 under Registry No. 889806 of the Conveyance Records of Bossier Parish, Louisiana.

TRACT IV:

Together with the benefit of the right to access the electric box granted to Harrah's Bossier City Investment Company, LLC pursuant to the Declaration of Restrictive Covenants and Easement Agreement by and between Harrah's Bossier City Investment Company, LLC and Sunrise Hospitality IV, LLC dated March 31, 2011, recorded April 1, 2011 in Book 1573, page 234 under Registry No. 1016578 of the Conveyance Records of Bossier Parish, Louisiana.

**Harrah's North Kansas City**

FEE PARCEL I:

All that part of the North half of Section 18, Township 50, Range 32, lying West of the West Right of Way line of Missouri State Highway Route No. 269 (Chouteau Trafficway), as now established and lying South of the South Right of Way line of Missouri State Highway Route No. 210 as now established; lying East of the Southeasterly Right of Way line of the Spur Road as described in Document No. A-37877 in Book 484 at Page 361, all in North Kansas City, Clay County, Missouri, described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 00 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 00 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a Tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southeasterly line of the Rock Creek Channel Drainage Right of Way line, as established by Circuit Court Case No. 19715, Cause Case No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the North Right of Way line of the Burlington Northern Railroad, being also a point on the South line of a tract of land conveyed to Northtown Devco by Quit-Claim Deed recorded in Book 1649 at Page 889; thence North 81 degrees 48 minutes 08 seconds West along said South line and along said North Right of Way line, a distance of 172.04 feet; thence North 24 degrees 38 minutes 46 seconds East, 136.40 feet; thence Northeasterly along a curve to the right, tangent to the last described course having a radius of 685 feet and a central angle of 48 degrees 34 minutes 00 seconds, an arc distance of 580.64 feet; thence North 73 degrees 12 minutes 46 seconds East, tangent to the last described curve, 120 feet; thence South 16 degrees 47 minutes 14 seconds East, perpendicular to the last described course, 89.13 feet to a point on the Southeasterly Right of Way line of said Spur Road

and the POINT OF BEGINNING of the tract of land to be herein described; thence Northeasterly along a curve to the left and along said Southeast Right of Way line, having an initial tangent being of North 38 degrees 37 minutes 47 seconds East, and a radius of 1014.93 feet and a central angle of 10 degrees 54 minutes 12 seconds, an arc distance of 193.14 feet; thence North 27 degrees 43 minutes 35 seconds East, tangent to the last described curve and along said Southeasterly Right of Way line, 218.10 feet to a point on the South Right of Way line of said Missouri State Highway Route No. 210; thence North 78 degrees 53 minutes 50 seconds East along said South Right of Way line, 103.39 feet to a point on the West Right of Way line of said Missouri State Highway Route No. 269 (Chouteau Trafficway), said point 157 feet opposite survey centerline Station 61+95; thence South 21 degrees 15 minutes 06 seconds East along said West Right of Way line, 157 feet distant West of and parallel with said survey centerline, a distance of 270.98 feet; thence South 73 degrees 12 minutes 24 seconds West, 424.54 feet; thence North 16 degrees 47 minutes 46 seconds West, perpendicular to the last described course, 0.87 feet to the POINT OF BEGINNING.

#### FEE PARCEL II:

All that part of the North Half of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 46 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 00 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566 and dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the Northerly Right of Way line of the Burlington Northern Railroad; thence South 81 degrees 48 minutes 08 seconds East along said Northerly Right of Way line, a distance of 117.06 feet; thence Southeasterly along said Northerly Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 1 degree 52 minutes 23 seconds, an arc distance of 39.54 feet to the POINT OF BEGINNING of the parcel of land to be herein described; thence North 24 degrees 38 minutes 46 seconds East, 42.73 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 370.87 feet and a central angle of 48 degrees 33 minutes 38 seconds, an arc distance of 314.33 feet; thence North 73 degrees 12 minutes 24 seconds East, tangent to the last curve, 120.06 feet; thence North 16 degrees 47 minutes 36 seconds West, perpendicular to the last described course, a distance of 75 feet; thence North 73 degrees 12 minutes 24 seconds East, perpendicular to the last described course, a distance of 436.23 feet to a point on the West Right of Way line of Missouri State Highway Route No. 269

(Chouteau Trafficway), as now established; thence South 21 degrees 15 minutes 06 seconds East along said West Right of Way line, a distance of 321.22 feet to a point on the Northerly Right of Way line of said Burlington Northern Railroad; thence South 71 degrees 51 minutes 52 seconds West along said Northerly Right of Way line, 384.42 feet; thence Southwesterly along a curve to the right and along said Northerly Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 24 degrees 27 minutes 37 seconds, an arc distance of 516.38 feet to the POINT OF BEGINNING.

FEE PARCEL III:

All that part of the North Half of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 46 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 00 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566 and dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the Northerly Right of Way line of the Burlington Northern Railroad; thence South 81 degrees 48 minutes 08 seconds East along said Northerly Right of Way line, a distance of 117.06 feet; thence Southeasterly along said Northerly Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 1 degrees 52 minutes 23 seconds, an arc distance of 39.54 feet; thence North 24 degrees 38 minutes 46 seconds East, 42.73 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 370.87 feet and a central angle of 48 degrees 33 minutes 38 seconds, an arc distance of 314.33 feet; thence North 73 degrees 12 minutes 24 seconds East, tangent to the last curve, 120.06 feet; thence North 16 degrees 47 minutes 36 seconds West, perpendicular to the last described course, a distance of 75 feet; thence North 73 degrees 12 minutes 24 seconds East, perpendicular to the last described course, a distance of 436.23 feet to a point on the West Right of Way line of Missouri State Highway Route No. 269 (Chouteau Trafficway), as now established; thence North 21 degrees 15 minutes 06 seconds West along said West Right of Way line, a distance of 421.44 feet to a point on the Southerly Right of Way line of Missouri State Highway Route No. 210, as now established; thence South 78 degrees 53 minutes 50 seconds West along said Southerly Right of Way line, a distance of 103.39 feet and the POINT OF BEGINNING of the parcel of land to be herein described; thence South 27 degrees 43 minutes 35 seconds West, 218.10 feet; thence Southwesterly along a curve to the right, tangent to the last described course, having a radius of 1014.93 feet and a central angle of 8 degrees 43 minutes 44 seconds, an arc distance of 154.62

feet; thence North 16 degrees 47 minutes 36 seconds West, 197.08 feet; thence North 72 degrees 49 minutes 08 seconds West, 182.37 feet to a point on the Southerly Right of Way line of said Missouri Highway Route No. 210; thence North 78 degrees 53 minutes 50 seconds East along said Southerly Right of Way line, a distance of 422.61 feet to the POINT OF BEGINNING.

FEE PARCEL IV:

All that part of the North Half of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 46 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 00 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566 and dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the Northerly Right of Way line of the Burlington Northern Railroad; thence North 81 degrees 48 minutes 08 seconds West along said Northerly Right of Way line, a distance of 172.04 feet to the POINT OF BEGINNING of the parcel of land to be herein described; thence the following courses and distances along said Northerly Right of Way line; thence North 81 degrees 48 minutes 08 seconds West, 16.80 feet; thence generally Westerly along a curve to the left, tangent to the last described course, having a radius of 1974.08 feet and a central angle of 14 degrees 19 minutes 00 seconds, an arc distance of 493.27 feet; thence South 83 degrees 52 minutes 52 seconds West, tangent to the last described curve, a distance of 190.60 feet; thence Westerly along a curve to the right, tangent to the last described course, having a radius of 1573.28 feet and a central angle of 7 degrees 43 minutes 00 seconds, an arc distance of 211.81 feet; thence North 88 degrees 24 minutes 08 seconds West, tangent to the last described curve, a distance of 296 feet; thence Westerly along a curve to the left, tangent to the last described course, having a radius of 1974.08 feet and a central angle of 0 degrees 38 minutes 32 seconds, an arc distance of 22.13 feet to a point on the Southerly Right of Way line of Missouri State Highway Route No. 210, as now established; thence the following courses along said Southerly Right of Way line; thence North 79 degrees 14 minutes 04 seconds East, 685.27 feet to a point 180 feet opposite Survey Centerline Station 59+00; thence North 59 degrees 17 minutes 55 seconds East, 423.79 feet to a point 145 feet opposite of Survey Centerline Station 63+00; thence North 54 degrees 07 minutes 36 seconds East, 359.70 feet; thence Southwesterly along a curve to the left and no longer along the Southerly Right of Way line of said Missouri State Highway Route No. 210, having an initial tangent bearing of South 48 degrees 32 minutes 24 seconds West, a radius of 895.87 feet and a central angle of 19 degrees 15 minutes 26 seconds, an arc distance of 301.10 feet; thence South 1



degrees 53 minutes 20 seconds East, 73.39 feet; thence South 39 degrees 02 minutes 43 seconds East, 59.17 feet; thence South 37 degrees 50 minutes 22 seconds West, 133.67 feet; thence South 83 degrees 28 minutes 14 seconds East, 162.29 feet; thence South 24 degrees 38 minutes 46 seconds West, 77.06 feet to the POINT OF BEGINNING.

FEE PARCEL V:

All right, title and interest to a connection to Route 269 in the Northeast 1/4 Section 18, Township 50 North, Range 32 West, North Kansas City, Clay County, Missouri included between Station 4+06 and Station 14+05.5 on the following described connection centerline which is hereinafter described as referenced to the connection centerline; containing 2.94 acres, more or less, of land.

The Route 269 connection centerline is located and described as follows: Beginning at Station 52+61.85 on the Route 269 centerline which is a point on a 3 degree curve to the left 1133.3 feet East of the Northeast corner of the Northeast 1/4 Section 18, Township 50 North, Range 32 West, said curve has an interior angle of 44 degrees 10 minutes and is tangent at said Station to a line having a bearing of South 7 degrees 21 minutes East; thence Southeasterly along said curve 485.2 feet to P. T. Station 57+47.05; thence South 21 degrees 05 minutes East 222.95 feet to Station 59+70 which equals Station 0+00 on the connection centerline; thence from said Station 0+00 the connection centerline extends South 68 degrees 05 minutes West 4.6 feet to the P. C. of a 19 degree curve to the left having an interior angle of 41 degrees 29 minutes; thence Southwesterly along said curve 218.33 feet to the P. T. of curve; thence South 26 degrees 36 minutes West 350.75 feet to the P. C. of a 6 degree curve to the right, said curve having an interior angle of 32 degrees; thence Southwesterly along said curve 533.33 feet to the P. T. of curve; thence South 58 degrees 36 minutes West 111.91 feet to the P. C. of a 28 degree curve to the left, said curve having an interior angle of 51 degrees 33 minutes; thence Southwesterly along said curve 184.11 feet to the P. T. of curve; thence South 7 degrees 03 minutes West 2.01 feet to Station 14+05.05. The tract of land to be conveyed is herein described: Beginning at a point on the existing Southerly Right of Way line of Route 210TR, being also a point in the existing Southerly Right of Way line of the Route 269 connection, 60 feet left of the Route 269 connection centerline at a point at or near Station 3+96 on the connection centerline; thence Southwesterly paralleling and 60 feet Southeasterly from the centerline of said connection to a point opposite Station 12+73; thence Southeasterly 95 feet to a point in the centerline of a county road and distant 168 feet along the center of said road from Station 14+05.05 on the centerline of said connection; thence Westerly along the centerline of said county road 168 feet to said Station 14+05.05; thence continuing Westerly along the centerline of county road 150 feet to a point; thence Northeasterly 135 feet to a point opposite and 60 feet Northwesterly from the centerline of connection at Station 13+50; thence Northeasterly paralleling and 60 feet Northwesterly from said centerline to a point on said Southerly Right of Way line of Route 210TR at a point at or near right of Station 4+18 on the connection centerline.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY: All that part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the North Right of Way line of the Burlington Northern Railroad Company, being also a point on the South line of a tract of land conveyed to Northtown Devco by Quit Claim Deed recorded in Book 1649 at Page 889 and the POINT OF BEGINNING of the tract of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South line and along said North Right of Way line, a distance of 166.83 feet; thence Easterly along a curve to the left, tangent to the last described course, having a radius of 1974.08 feet and a central angle of 0 degrees 09 minutes 15 seconds, an arc distance of 5.22 feet; thence North 24 degrees 38 minutes 46 seconds East, 77.06 feet; thence North 83 degrees 28 minutes 14 seconds West, 162.29 feet; thence North 37 degrees 50 minutes 22 seconds East, 133.67 feet; thence North 39 degrees 02 minutes 48 seconds West, 59.17 feet; thence North 1 degrees 53 minutes 20 seconds West, 73.39 feet; thence Northeasterly along a curve to the right, having an initial tangent bearing of North 29 degrees 16 minutes 58 seconds East, a radius of 895.87 feet and a central angle of 41 degrees 34 minutes 36 seconds, an arc distance of 650.09 feet; thence South 72 degrees 47 minutes 34 seconds East, 197.30 feet; thence South 16 degrees 17 minutes 31 seconds East, 220.88 feet; thence North 73 degrees 12 minutes 36 seconds East, perpendicular to the last described course, 413.51 feet, more or less, to a point on the West Right of Way line of Missouri State Highway Route No. 269 (Chouteau Trafficway), as now established; thence South 21 degrees 05 minutes 05 seconds East along said West Right of Way, 150.42 feet, more or less, to a point; thence South 73 degrees 12 minutes 46 seconds West, 453.93 feet, more or less, to a point; thence South 16 degrees 47 minutes 14 seconds East, perpendicular to the last described course, 75 feet; thence South 73 degrees 12 minutes 46 seconds West, perpendicular to the last described course, 120 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 370 feet and a central angle of 48 degrees 34 minutes 00 seconds, an arc distance of 313.63 feet; thence South 24 degrees 38 minutes 46 seconds West, tangent to the last described curve, 43.27 feet, more or less, to a point on the North Right of Way line of said Burlington Northern Railroad; thence Northwesterly along a curve to the right and along said North Right of Way line, having a radius of 1209.57 feet and a central angle of 1 degree 52 minutes 23 seconds, an arc distance of 39.54 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve and along said North Right of Way line, 117.06 feet to the POINT OF BEGINNING; LESS AND EXCEPT THAT PART, IF ANY, OF THE ABOVE-DESCRIBED PARCEL OF LAND WITHIN MISSOURI STATE HIGHWAY ROUTE NO. 210. (NOTE: For

the sake of reference, Norfolk and Western Railway Company listed in the above legal descriptions, was formerly called the Wabash Railroad Company. Likewise, the Burlington Northern Company as listed above was formerly called the Chicago, Burlington & Quincy (CBQ R/R) Railroad Company.)

EASEMENT PARCELS:

(i) The perpetual easements, appurtenant to Leased Parcels I through X of Tract 1 and Fee Parcel I of Tract 1, for ingress and egress (pedestrian and vehicular traffic), utilities, landscaping and signs, pursuant to that certain private roadway and crossing agreement dated December 3, 1993, with attached addendum and Exhibit's "A" and "B", as amended by the Second Addendum to Private Roadway and Crossing Agreement dated as of June 9, 1994, and amended by Third Addendum to Private Roadway and Crossing Agreement dated September 13, 1995, by and between Burlington Northern Railroad Company and Harrah's North Kansas City Corporation, recorded September 22, 1995 as Document No. M-71140, in Book 2486 at Page 480, and re-recorded June 19, 1996, as Document No. N-3041, in Book 2572 at Page 45 over and across the land hereinafter described as Easement Parcel I of Tract 1.

(ii) The permanent exclusive easements, appurtenant to Leased Parcels I and II of Tract 1, for access (ingress and egress of persons and vehicles), signs and utilities, pursuant to that certain easement agreement dated November 23, 1993, by and between The City of Kansas City, Missouri, a Missouri municipal corporation; and the City of North Kansas City, Missouri, a Missouri municipal corporation, recorded March 14, 1993, as Document No. M-11173, in Book 2332 at Page 153, as assigned by the First Amendment to Ground Lease, over and across the land hereinafter described as Easement Parcel VI of Tract 1.

(iii) The non-exclusive easements, appurtenant to Leased Parcels I and II of Tract 1, pursuant to that certain Cooperative Agreement by and between North Kansas City Levee District and the City of North Kansas City, Missouri, recorded April 19, 1994, as Document No. M-16122, in Book 2344 at Page 804, over and across the land hereinafter described as Easement Parcels IV, V, VII and VIII of Tract 1.

(iv) The non-exclusive easement for ingress and egress of persons and vehicles (pedestrian and vehicular traffic), appurtenant to Fee Parcel I of Tract 1, pursuant to that certain Easement Agreement, by and between The City of North Kansas City, Missouri, a Missouri municipal corporation, and Harrah's-North Kansas City Corporation, a Nevada Corporation, recorded April 20, 1995, as Document No. M-53652, in Book 2440 at Page 694 and as affected by the instrument designated "Authorization" dated April 11, 1995, recorded April 20, 1995, as Document No. M-53653, in Book 2440 at Page 705, over and across the Easternmost 424 feet, abutting the West Right of Way line of Chouteau Trafficway, of the land hereinafter described as Leased Parcel IV of Tract 1.

(v) The perpetual exclusive easement appurtenant to Leased Parcels I and II of Tract 1, for overhead crossing pursuant to that certain Private Overhead Crossing Agreement dated June 13, 1994, by and between Burlington Northern Railroad Company, a Delaware Corporation; Harrah's—North Kansas City Corporation, a Nevada corporation, and the City of North Kansas City, Missouri, a municipal corporation, recorded June 30, 1994, as Document No. M-25531, in Book 2369 at Page 141, over and across the land hereinafter described as Easement Parcel II of Tract 1.

(vi) The perpetual aerial easement and right of way appurtenant to Leased Parcels I and II of Tract 1 pursuant to that certain Deed of Easement dated November 17, 1994 by and between Norfolk & Western Railway Company and the City of North Kansas City, Missouri, a municipal corporation, recorded February 6, 1995, as Document No. M-46607, in Book 2423 at Page 164, over and across the land hereinafter described as Easement Parcel III of Tract 1.

(vii) The non-exclusive easement for ingress and egress of persons and vehicles (pedestrian and vehicular traffic), appurtenant to Fee Parcel II of Tract 1, pursuant to that certain Easement Agreement dated January 4, 1994, by and between the City of North Kansas City, Missouri, a Missouri municipal corporation and Northtown Devco, a Missouri general partnership, recorded January 24, 1994, as Document No. M-4953, in Book 2316 at Page 94, over and across the Easternmost 450 feet, abutting the West Right of Way line of Chouteau Trafficway, of the land hereinafter described as Leased Parcel IV of Tract 1.

#### EASEMENT PARCEL I:

A strip of land, being part of Section 13, Township 50, Range 33 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, a distance of 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 454.25 feet to a point on the East line of that certain existing Right of Way granted for ingress and egress to North Kansas City by Document No. E-37416, in Book 1457 at Page 413; thence Westerly along a curve to the left, having an initial tangent bearing of North 89 degrees 53 minutes 20 seconds West, a radius of 300 feet and a central angle of 4 degrees 19 minutes 20 seconds, an arc distance of 22.63 feet; thence South 85 degrees 47 minutes 20 seconds West, tangent to the last described curve, 120.26 feet to a point on the West line of said certain ingress and egress Right of Way and a point at which said strip of land now lies 60 feet on each side of the following described centerline; thence continuing South 85 degrees 47 minutes 20 seconds West 461.89 feet to a point at which said strip of land now lies 30 feet on each side of the following described centerline; thence Westerly and Southwesterly along a curve to the left, tangent to the last described course, having a radius of 150 feet and a central angle of 55 degrees 39 minutes 53 seconds, an arc distance of 145.73 feet; thence South 30 degrees 07 minutes 27 seconds West, tangent to the last described curve 7.40 feet, more or less to a point on the North line of a tract of land owned by Burlington Northern Railroad Company by Special Warranty Deed recorded in Book 419 at Page 2 and filed on July 5, 1947 and the point of beginning of the tract of land to be herein described; thence South 89 degrees 57 minutes 11 seconds East along said North line, a distance of 48.24 feet; thence South 2 degrees 07 minutes 21 seconds West along the Northerly

prolongation of the West line of that certain tract of land conveyed to AM & A Realty by Book 1120 at Page 849, a distance of 180 feet to a point of intersection with the Easterly Right of Way line of Warren Avenue, as now established; thence Northwesterly along a curve to the left and along the Northeasterly Right of Way line of said Warren Avenue, having an initial tangent bearing of North 2 degrees 07 minutes 21 seconds East, a radius of 145 feet and a central angle of 92 degrees 04 minutes 32 seconds, an arc distance of 233.02 feet; thence North 89 degrees 57 minutes 11 seconds West along the Northerly Right of Way line of said Warren Avenue, tangent to the last described curve, a distance of 6.43 feet to a point; thence North 30 degrees 07 minutes 27 seconds East, 34.24 feet to a point on the North line of the tract of land owned by said Burlington Northern Railway Company; thence South 89 degrees 57 minutes 11 seconds East along said North line, 92.45 feet to the Point of Beginning.

#### EASEMENT PARCEL II:

A strip of land, being part of the Burlington Northern Railroad Right of Way, situate in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the

South Right of Way line for the Norfolk & Western Railway Company, thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930, being also a point on the South line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422, in Book 83 at page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said South Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 597.88 feet to a point on the South Right of Way line of said Burlington Northern Railroad Company and the point of beginning of said strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 59.43 feet to a point on the North Right of Way line of said Burlington Northern Railroad Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 273.46 feet; thence generally Easterly along a curve to the left and along said North Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 1 degree 52 minutes 23 seconds, an arc distance of 39.54 feet; thence South 24 degrees 38 minutes 46 seconds West, 59.90 feet to a point on said South Right of Way line; thence Westerly along a curve to the right and along said South Right of Way line, having an initial tangent bearing of North 82 degrees 49 minutes 24 seconds West, a radius of 1266.57 feet and a central angle of 1 degree 01 minutes 16 seconds an arc distance of 22.57 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve, 133.89 feet to the point of beginning.

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#### EASEMENT PARCEL III:

A strip of land, being part of the Norfolk & Western Railway Company Right of Way situate in Fractional Section 18, Township 50, Range 32, in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930, being also a point on the Southeasterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422, in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 553.04 feet to a point on the South Right of Way line of said Norfolk & Western Railway Company and the point of beginning of the strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 44.83 feet to a point on the North Right of Way line of said Norfolk & Western Railway Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 290.29 feet; thence Easterly along a curve to the left, tangent to the last described course and along said North Right of Way line, having a radius of 1266.57 feet and a central angle of 1 degree 01 minutes 17 seconds, and an arc distance of 22.58 feet; thence South 24 degrees 38 minutes 46 seconds West, 45.01 feet to a point on said South Right of Way line; thence Westerly along a curve to the left, having an initial tangent bearing of North 82 degrees 13 minutes 57 seconds West, a radius of 1309.57 feet and a central angle of 0 degrees 25 minutes 49 seconds, an arc distance of 9.83 feet; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, tangent to the last described curve, 146.58 feet to the point of beginning.

#### EASEMENT PARCEL IV:

All that part of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11

feet; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by Document No. D-46601, in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 303.82 feet to the Northeast corner of Tract 1 of a Non-Exclusive Easement for Ingress & Egress granted by the document recorded as Document No. E-37416, in Book 1457 at Page 413 and the POINT OF BEGINNING of the tract of land to be herein described; thence continuing South 0 degrees 33 minutes 52 seconds West along said West line and the East line of said Non-Exclusive Easement, a distance of 210.78 feet to the Southeast corner of said Easement; thence South 86 degrees 25 minutes 36 seconds West along the South line of said easement, 141.22 feet, more or less, to a point on the West line of a tract of land conveyed to Northtown Devco by deed recorded as Document No. F-23163, in Book 1649 at Page 889; thence North 0 degrees 33 minutes 53 seconds East along said West line, 147.93 feet to a point on the Northwesterly line of said Non-Exclusive Easement; thence North 59 degrees 45 minutes 51 seconds East along said Northeasterly line, 139.70 feet to a point on the West line of said tract of land conveyed to North Kansas City and the Point of Beginning.

#### EASEMENT PARCEL V:

A strip of land, being part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East, along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422, in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to the POINT OF BEGINNING of the strip of land to be herein described; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly line, 99 feet; thence North 52 degrees 40 minutes 25 seconds East, 293.88 feet to a point on the Northeasterly Right of Way line of said Rock Creek Drainage Channel Right of Way, being also a point on the South line of a parcel of land conveyed to Kansas City, Missouri by Document No. A-77137, in Book 579 at Page 87; thence South 89 degrees 15 minutes 11 seconds East along said South line and said Northeasterly Right of Way line, 232.77 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 44 degrees 13 minutes 47 seconds West, a radius of 595.87 feet and a central angle of 8 degrees 26 minutes 38 seconds, an arc distance of 87.82 feet; thence South 52 degrees 40 minutes 26 seconds West, tangent to the last described curve, 260.38 feet to a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly Right of Way line, 99 feet to the POINT OF BEGINNING.

#### EASEMENT PARCEL VI:

A tract of land in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18 (Frac. Sec); thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section (Frac. Sec.), 2045.58 feet; thence North 85 degrees 21 minutes 52 seconds East 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by an instrument filed as Document No. D-46601, in Book 1257 at Page 930, in the Office of the Recorder of Deeds for Clay County, Missouri, being also a point on the Southerly line of the Right of Way of the Rock Creek Drainage Channel, as established by Circuit Case No. 19715, Cause No. 6422, in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southerly line and along the Northerly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 315.37 feet to a point on the Northerly line of the Right of Way of the said Rock Creek Drainage Channel, being also a point on the Southerly line of a tract of land conveyed to Kansas City, Missouri by Document No. A-77137, in Book 579 at Page 87 and the Point of Beginning of the tract of land to be herein described; thence North 8 degrees 15 minutes 11 seconds West along the Northerly line of said Channel 145.94 feet; thence North 52 degrees 40 minutes 25 seconds East, 124.52 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 430.87 feet and a central angle of 14 degrees 33 minutes 47 seconds, an arc distance of 109.52 feet; thence North 18 degrees 03 minutes 07 seconds East, 201.66 feet; thence North 65 degrees 21 minutes 14 seconds West, 25 feet; thence North 24 degrees 38 minutes 46 seconds East, perpendicular to the last course, 319.73 feet to a point on the Northeasterly line of said tract of land conveyed to said Kansas City, Missouri; thence South 20 degrees 32 minutes 48 seconds East along said Northeasterly line, 422.84 feet to a point; thence South 24 degrees 38 minutes 46 seconds West, 21.74 feet; thence North 65 degrees 21 minutes 14 seconds West, perpendicular to the last described course, 15 feet; thence South 41 degrees 20 minutes 43 seconds West, 104.40 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 24 degrees 38 minutes 46 seconds West, a radius of 625.87 feet and a central angle of 17 degrees 45 minutes 19 seconds, an arc distance of 193.95 feet to a point on the South line of said Kansas City, Missouri tract; thence North 89 degrees 15 minutes 11 seconds West along said South line, 154 feet to the Point of Beginning.

EASEMENT PARCEL VII:

A 20 foot wide strip of land, being part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, the centerline being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No.



6422, in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 1178.63 feet to the Point of Beginning of the centerline to be herein described; thence North 12 degrees 51 minutes 01 seconds East, 70.59 feet to the Point of Termination.

EASEMENT PARCEL VIII:

A strip of land, 120 feet in width, being part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, the centerline being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railroad; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601, in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422, in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 1908.52 feet to the Point of Beginning of the centerline to be herein described; thence North 27 degrees 09 minutes 38 seconds East to a point on the Northwesterly line of said Rock Creek Drainage Channel Right of Way line and the Point of Termination.

**Harrah's North Kansas—Leasehold**

LEASED PARCELS:

Leasehold Interest created by the Ground Lease described in and disclosed by that certain Short Form Lease between the City of North Kansas City, Missouri, a Missouri municipal corporation, lessor, and Harrah's—North Kansas City Corporation, a Nevada corporation, lessee, dated July 12, 1993, recorded July 28, 1993, as Document No. L-81751, in Book 2252 at Page 712, demising and leasing Leased Parcels I through X of Tract 1 for a term of ten (10) years, with the option to extend the term for four (4) consecutive periods of five (5) years each. As amended by the First Amendment to Ground Lease dated November 22, 1994, recorded December 21, 1995, as Document No. M-80946, in Book 2512 at Page 434. As further amended by the Second Amendment to Ground Lease dated December 19, 1995, recorded December 21, 1995, as Document No. M-80947, in Book 2512 at Page 447. And as further amended by the Third Amendment to Ground Lease dated December 22, 1998, recorded February 10, 1999 as Document No. P-34397, in Book 2959 at Page 305.

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LEASED PARCEL I:

All that part of Fractional Section 18, Township 50, Range 32, in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 46 minutes 41 seconds West (South 0 degrees 50 minutes 07 seconds West Deed) along the West line of said Fractional Section 18, a distance of 2045.58 feet (2044.65 feet Deed) to a point on the South Right of Way line of the Norfolk and Western Railway; thence North 85 degrees 21 minutes 52 seconds East (North 85 degrees 30 minutes 00 seconds East Deed) along said South Right of Way line, a distance of 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West (South 0 degrees 42 minutes 00 seconds West Deed), 364.36 feet to the point of intersection of the East Right of Way line of the North Kansas City Levee District with the South Right of Way line of the Rock Creek Drainage Channel Right of Way, as established by Circuit Court Case No. 19715 on April 30, 1951, and the Point of Beginning of the tract of land to be herein described; thence South 78 degrees 04 minutes 35 seconds East (South 77 degrees 56 minutes 27 seconds East Deed) along said South Right of Way line, a distance of 2243.66 feet (2248.55 feet Deed) to a point on the high bank of the Missouri River as described in Document No. D 46601 in Book 1257 at Page 928; thence the following courses along said high bank; thence South 47 degrees 12 minutes 35 seconds West (South 47 minutes 20 minutes 42 seconds West Deed), 139.61 feet (137.34 feet Deed); thence South 41 degrees 53 minutes 52 seconds West (South 42 degrees 02 minutes 00 seconds West Deed), 200.01 feet; thence South 42 degrees 28 minutes 15 seconds West (South 42 degrees 36 minutes 23 seconds West Deed), 200.04 feet; thence South 39 degrees 19 minutes 14 seconds West (South 39 degrees 27 minutes 22 seconds West Deed), 200.12 feet; thence South 36 degrees 38 minutes 04 seconds West (South 36 degrees 46 minutes 12 seconds West Deed), 203 feet; thence South 36 degrees 17 minutes 41 seconds West (South 36 degrees 25 minutes 49 seconds West Deed), 200.56 feet; thence South 30 degrees 51 minutes 35 seconds West (South 30 minutes 59 minutes 42 seconds West Deed), 200.04 feet; thence South 29 degrees 04 minutes 00 seconds West (South 29 degrees 12 minutes 08 seconds West Deed), 214.28 feet; thence South 35 degrees 27 minutes 41 seconds West (South 35 degrees 35 minutes 49 seconds West Deed), 200.36 feet; thence South 27 degrees 19 minutes 16 seconds West (South 27 degrees 27 minutes 24 seconds West Deed), 31.65 feet; thence North 62 degrees 40 minutes 44 seconds West and no longer along said high bank, a distance of 351.28 feet; thence North 54 degrees 50 minutes 21 seconds West, 98.13 feet; thence North 83 degrees 56 minutes 57 seconds West, 128.58 feet; thence North 71 degrees 03 minutes 12 seconds West, 216.78 feet; thence North 89 degrees 26 minutes 08 seconds West, 410.40 feet to a point on the East right-of-way line of said North Kansas City Levee; thence North 0 degrees 33 minutes 52

seconds East along said East Right of Way line, a distance of 1578.87 feet to the Point of Beginning; including all lands lying between the high bank of said Missouri River and the low water line of said Missouri River, as measured at right angles to the thread of the Missouri River from the Northeast corner of the above described tract Southwesterly to the Southeast corner of the above described tract, Subject to Accretions and/or Reliction.

LEASED PARCEL II:

All that part of Fractional Section 18, and or land accreted thereto, Township 50 North, Range 32 West, in North Kansas City, Clay County, Missouri, described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 50 minutes 07 seconds West along the West line of said Fractional Section 18 and the Southerly prolongation thereof, 2,044.65 feet, more or less to the intersection of said line with the South Right of Way line of the Wabash Railroad Company; thence the following courses along said Right of Way line; thence North 85 degrees 30 minutes 00 seconds East, 905.10 feet; thence in an Easterly direction along a curve to the left having a radius of 5,765.65 feet and tangent to the last described course, an arc distance of 244.87 feet; thence North 83 degrees 04 minutes 00 seconds East, 301.60 feet; thence in an Easterly direction along a curve to the right having a radius of 1,874.08 feet and tangent to the last described course, an arc distance of 283.48 feet; thence South 88 degrees 16 minutes 00 seconds East, 296.00 feet; thence in an Easterly direction along a curve to the left having a radius of 1,673.28 feet and tangent to the last described course, an arc distance of 225.36 feet; thence North 84 degrees 01 minutes 00 seconds East, 190.60 feet; thence in an Easterly direction along a curve to the right having a radius of 1,874.08 feet and tangent to the last described course, an arc distance of 399.82 feet to the Northeast corner of a tract of land conveyed to Kansas City, Missouri by deed recorded in Book 579 at Page 87, as Document No. A-77137 and the True Point of Beginning; thence in an Easterly direction continuing along the last described curve, an arc distance of 68.46 feet; thence South 81 degrees 40 minutes 00 seconds East, 305.90 feet; thence in an Easterly direction along a curve to the left having a radius of 1,309.57 feet and tangent to the last described course, an arc distance of 601.88 feet; thence North 72 degrees 00 minutes 00 seconds East, 107.00 feet; thence departing from said Right of Way line, South 21 degrees 55 minutes 00 seconds East, 56.00 feet to a point in the Northerly high bank of the Missouri River; thence along said high bank the following courses; South 63 degrees 27 minutes 03 seconds West, 345.38 feet; thence South 58 degrees 04 minutes 01 seconds West, 195.97 feet; thence South 57 minutes 40 minutes 09 seconds West, 202.69 feet; thence South 56 degrees 31 minutes 17 seconds West, 200.02 feet; thence South 52 degrees 25 minutes 26 seconds West, 86.06 feet to a point in the Easterly line of the tract of land conveyed to Kansas City, Missouri, in said Document Number A-77137; thence departing from said high bank, North 20 degrees 31 minutes 14 seconds West along the Easterly line of said Kansas City, Missouri tract, 588.20 feet to the True Point of Beginning, including all lands lying between the high bank of said Missouri River and the low water line of said Missouri River, as measured at right angles to the thread of the Missouri River from the Southwest corner of said Tract, Northeasterly to the Southeast corner thereof, Subject to accretion and/or reliction.

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LEASED PARCEL III:

Part of Section 13, Township 50 Range 33, and part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, a distance of 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract a distance of 454.25 feet to a point on the East line of that certain existing Right of Way granted for ingress and egress to North Kansas City by Document E-37416 in Book 1457 at Page 413 and the Point of Beginning of the centerline to be herein described; thence Westerly along a curve to the left, having an initial tangent bearing of North 89 degrees 53 minutes 20 seconds West, a radius of 300 feet and a central angle of 4 degrees 19 minutes 20 seconds, an arc distance of 22.63 feet; thence South 85 degrees 47 minutes 20 seconds West, tangent to the last described curve, 120.26 feet to a point on the West line of said certain ingress and egress Right of Way and a point at which said strip of land now lies 60 feet on each side of the following described centerline; thence continuing South 85 degrees 47 minutes 20 seconds West, 461.89 feet to a point at which said strip of land now lies 30 feet on each side of the following described centerline; thence Westerly and Southwesterly along a curve to the left, tangent to the last described course, having a radius of 150 feet and a central angle of 55 degrees 51 minutes 23 seconds, an arc distance of 146.23 feet; thence South 29 degrees 55 minutes 57 seconds West, tangent to the last described curve, a distance of 100.74 feet, more or less to a point on the centerline for a 60 foot wide ingress and egress easement established by several Documents with the latest being recorded as Document No. D-18113 in Book 1195 at Page 921, thence Northwesterly along a curve to the left, having an initial tangent bearing of North 60 degrees 23 minutes 38 seconds West, a radius of 115 feet and a central angle of 29 degrees 14 minutes 18 seconds, an arc distance of 58.68 feet; thence North 89 degrees 37 minutes 56 seconds West, tangent to the last described curve, 226.43 feet; thence Westerly along a curve to the left, tangent to the last described course, having a radius of 359.265 feet and a central angle of 10 degrees 51 minutes 39 seconds, an arc distance of 68.1 feet, more or less to a point on the East Right of Way line of Bedford Avenue as established by QCD Document No. D-18113 in Book 1195 at Page 921 and the Point of Termination.

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THAT LIES WITHIN THE FOLLOWING DESCRIBED AREA:

Those parts of the Southeast Quarter (SE 1/4) of Section 13, Township 50 North, Range 33 West, and of Fractional Section 18, Township 50 North, Range 32 West, of the Fifth Principal Meridian, North Kansas City, Clay County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of Fractional Section 24, Township and Range aforesaid; thence South 0 degrees 09 minutes 42 seconds West along the West line of said Fractional Section 24, 2,444.25 feet to a point on the Southeasterly line of the Right of Way of the Norfolk & Western Railroad Company, which is also the Northwesterly line of land owned by the Burlington Northern Railroad Company; thence North 46 degrees 50 minutes 10 seconds East along said Southeasterly line of the Right of Way of the Norfolk & Western Railway Company, 3,552.07 feet to an angle point; thence North 38 degrees 22 minutes 23 seconds East continuing along said Southeasterly line of the Right of Way of the Norfolk & Western Railway Company, 2,873.49 feet to a True Point of Beginning; thence from said True Point of Beginning, continuing North 38 degrees 22 minutes 23 seconds East along the railroad Right of Way line aforesaid, 786.71 feet to a point; thence to the right along the arc of a circular curve, which is concave Southeasterly, has a radius of 819.02 feet, a long chord of 626.83 feet in length that bears North 60 degrees 56 minutes 26 seconds East, and a central angle of 44 degrees 59 minutes 54 seconds, 643.23 feet to a point on the Westerly line of the existing Right of Way for the Levee of the North Kansas City Levee District; thence South 3 degrees 12 minutes 40 seconds East along said Levee Right of Way line 235.02 feet to an angle point; thence North 86 degrees 47 minutes 20 seconds East continuing along the Right of Way line for said Levee, 35.00 feet to an angle point; thence South 3 degrees 12 minutes 40 seconds East continuing still along the Right of Way line for said Levee, 248.78 feet to an angle point; thence South 7 degrees 33 minutes 01 seconds East continuing still along the Right of Way line for said Levee, 202.08 feet to an angle point; thence South 0 degrees 42 minutes 00 seconds West continuing still along the Right of Way for said Levee 247.03 feet to a point; thence North 89 degrees 37 minutes 56 seconds West, 1,121.91 feet to the True Point of Beginning aforesaid. (For the purpose of the bearings in the calls hereinabove given, the West line of said Fractional Section 24, is taken as bearing South 0 degrees 09 minutes 42 seconds West; and are on United States Engineers Datum.)

LEASED PARCEL IV:

All that part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566; dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the North Right of Way line of the Burlington Northern Railroad Company, being also a point on the South line of a tract of land conveyed to Northtown Devco by Quit Claim Deed recorded in Book 1649 at Page 889 and the POINT OF BEGINNING of the tract of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South line and along said North Right of Way line, a distance of 166.83 feet; thence Easterly along a curve to the left, tangent to the last described course, having a radius of 1974.08 feet and a central angle of 0 degrees 09 minutes 15 seconds, an arc distance of 5.22 feet; thence North 24 degrees 38 minutes 46 seconds East, 77.06 feet; thence North 83 degrees 28 minutes 14 seconds West, 162.29 feet; thence North 37 degrees 50 minutes 22 seconds East, 133.67 feet; thence North 39 degrees 02 minutes 48 seconds West, 59.17 feet; thence North 1 degrees 53 minutes 20 seconds West, 73.39 feet; thence Northeasterly along a curve to the right, having an initial tangent bearing of North 29 degrees 16 minutes 58 seconds East, a radius of 895.87 feet and a central angle of 41 degrees 34 minutes 36 seconds, an arc distance of 650.09 feet; thence South 72 degrees 47 minutes 34 seconds East, 197.30 feet; thence South 16 degrees 17 minutes 31 seconds East, 220.88 feet; thence North 73 degrees 12 minutes 46 seconds East, perpendicular to the last described course, 413.51 feet, more or less, to a point on the West Right of Way line of Missouri State Highway Route No. 269 (Chouteau Trafficway), as now established; thence South 21 degrees 05 minutes 05 seconds East along said West Right of Way, 150.42 feet, more or less, to a point; thence South 73 degrees 12 minutes 46 seconds West, 453.93 feet, more or less, to a point; thence South 16 degrees 47 minutes 14 seconds East, perpendicular to the last described course, 75 feet; thence South 73 degrees 12 minutes 46 seconds West, perpendicular to the last described course, 120 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 370 feet and a central angle of 48 degrees 34 minutes 00 seconds, an arc distance of 313.63 feet; thence South 24 degrees 38 minutes 46 seconds West, tangent to the last described curve, 43.27 feet, more or less, to a point on the North Right of Way line of said Burlington Northern

Railroad; thence Northwesterly along a curve to the right and along said North Right of Way line, having a radius of 1209.57 feet and a central angle of 1 degrees 52 minutes 23 seconds, an arc distance of 39.54 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve and along said North Right of Way line, 117.06 feet to the POINT OF BEGINNING; LESS AND EXCEPT THAT PART, IF ANY, OF THE ABOVE-DESCRIBED PARCEL OF LAND WITHIN MISSOURI STATE HIGHWAY ROUTE NO. 210.

LEASED PARCEL V:

A tract of land in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet; thence North 85 degrees 21 minutes 52 seconds East, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by an instrument filed as Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southerly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southerly Right of Way line and along the Northerly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 315.37 feet to a point on the Northerly line of said Rock Creek Drainage Channel, being also a point on the Southerly line of a tract of land conveyed to Kansas City, Missouri, by Document No. A-77137 in Book 579 at Page 87 and the POINT OF BEGINNING of the strip of land to be herein described; thence North 89 degrees 15 minutes 11 seconds West along the Northerly line of said Channel 145.94 feet; thence North 52 degrees 40 minutes 25 seconds East, 124.52 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 430.87 feet and a central angle of 14 degrees 33 minutes 47 seconds, an arc distance of 109.52 feet; thence North 18 degrees 03 minutes 07 seconds East, 201.66 feet; thence North 65 degrees 21 minutes 14 seconds West, 25 feet; thence North 24 degrees 38 minutes 46 seconds East, perpendicular to the last course, 319.73 feet to a point on the Northeasterly line of the tract of land conveyed to said Kansas City, Missouri; thence South 20 degrees 32 minutes 48 seconds East along said Northeasterly line, 422.84 feet to a point; thence South 24 degrees 38 minutes 46 seconds West, 21.74 feet; thence North 65 degrees 21 minutes 14 seconds West, perpendicular to the last described course, 15 feet; thence South 41 degrees 20 minutes 43 seconds West, 104.40 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 24 degrees 38 minutes 46 seconds West, a radius of 625.87 feet and a central angle of 17 degrees 45 minutes 19 seconds, an arc distance of 193.95 feet to a point on the South line of said Kansas City, Missouri tract; thence North 89 degrees 15 minutes 11 seconds West along said South line, 154 feet to the POINT OF BEGINNING.

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LEASED PARCEL VI:

A strip of land, being part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to the POINT OF BEGINNING of the strip of land to be herein described; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly line, 99 feet; thence North 52 degrees 40 minutes 25 seconds East, 293.88 feet to a point on the Northeasterly Right of Way line of said Rock Creek Drainage Channel Right of Way, being also a point on the South line of a parcel of land conveyed to Kansas City, Missouri, by Document No. A-77137 in Book 579 at Page 87; thence South 89 degrees 15 minutes 11 seconds East along said South line and said Northeasterly Right of Way line, 232.77 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 44 degrees 13 minutes 47 seconds West, a radius of 595.87 feet and a central angle of 8 degrees 26 minutes 38 seconds, an arc distance of 87.82 feet; thence South 52 degrees 40 minutes 26 seconds West, tangent to the last described curve, 260.38 feet to a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly Right of Way line, 99 feet to the POINT OF BEGINNING.

LEASED PARCEL VII:

A strip of land, being part of the Burlington Northern Railroad Right of Way, situate in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:



Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the

South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southeasterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 597.88 feet to a point on the South Right of Way line of said Burlington Northern Railroad and the POINT OF BEGINNING of said strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 59.43 feet to a point on the North Right of Way line of said Burlington Northern Railroad Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 273.46 feet; thence generally Easterly along a curve to the left and along said North Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 1 degrees 52 minutes 23 seconds, an arc distance of 39.54 feet; thence South 24 degrees 38 minutes 46 seconds West, 59.90 feet to a point on said South Right of Way line; thence Westerly along a curve to the right and along said South Right of Way line, having an initial tangent bearing of North 82 degrees 49 minutes 25 seconds West, a radius of 1266.57 feet and a central angle of 1 degrees 01 minutes 16 seconds, an arc distance of 22.57 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve, 133.89 feet to the POINT OF BEGINNING.

#### LEASED PARCEL VIII:

A strip of land, being part of the Norfolk & Western Railway Company Right of Way situate in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right

of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 553.04 feet to a point on the South Right of Way line of said Norfolk & Western Railway Company and the POINT OF BEGINNING of the strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 44.83 feet to a point on the North Right of Way line of said Norfolk & Western Railway Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 290.29 feet; thence Easterly along a curve to the left, tangent to the last described course and along said North Right of Way line, having a radius of 1266.57 feet and a central angle of 1 degrees 01 minutes 17 seconds, an arc distance of 22.58 feet; thence South 24 degrees 38 minutes 46 seconds West, 45.01 feet to a point on said South Right of Way line; thence Westerly along a curve to the left, having an initial tangent bearing of North 82 degrees 13 minutes 57 seconds West, a radius of 1309.57 feet and a central angle of 0 degrees 25 minutes 49 seconds, an arc distance of 9.83 feet; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, tangent to the last described curve, 146.58 feet to the POINT OF BEGINNING.

LEASED PARCEL IX:

All that part of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk & Western Railway Co.; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 302.82 feet to the Northeast corner of Tract 1 of a Non-Exclusive Easement for Ingress & Egress granted by the document recorded as Document No. E-37416 in Book 1457 at Page 413 and the POINT OF BEGINNING of the tract of land to be

herein described; thence continuing South 0 degrees 33 minutes 52 seconds West along said West line and the East line of said Non-Exclusive Easement, a distance of 210.78 feet to the Southeast corner of said Easement; thence South 86 degrees 25 minutes 36 seconds West along the South line of said Easement, 120.31 feet, more or less, to a point on the West line of a tract of land conveyed to Northtown Devco by deed recorded as Document F-23163 in Book 1649 at Page 889; thence North 0 degrees 33 minutes 53 seconds East along said West line, 147.93 feet to a point on the Northwesterly line of said Non-Exclusive Easement; thence North 59 degrees 45 minutes 51 seconds East along said Northeasterly line, 139.70 feet to a point on the West line of said tract of land conveyed to North Kansas City and the POINT OF BEGINNING.

LEASED PARCEL X:

All that part of the Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 14 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West, 346.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 302.82 feet to the Northeast corner of Tract 1 of a Non-Exclusive Easement for Ingress & Egress as recorded by Document No. E-37416 in Book 1547 at Page 413; thence continuing South 0 degrees 33 minutes 52 seconds West along said West line and the East line of said Non-Exclusive Easement, a distance of 210.78 feet to the Southeast corner of said Non-Exclusive Easement; thence South 86 degrees 25 minutes 36 seconds West along the South line of said Easement, 120.31 feet to a point on East line of a tract of land conveyed to Burlington Northern Railroad Company by Special Warranty Deed recorded in Book 419 at Page 2 and filed on June 5, 1947 and the POINT OF BEGINNING of the tract of land to be herein described; thence continuing South 86 degrees 25 minutes 36 seconds West along the South line of said Non-Exclusive Easement, a distance of 26.57 feet, more or less to a point on the East line of a tract of land conveyed to North Kansas City by Document No. B-62254 in Book 773 at Page 685; thence North 0 degrees 22 minutes 45 seconds East along said East line, being also the West line of said Non-Exclusive Easement, a distance of 133.78 feet, more or less to the Northwest corner of said Easement; thence North 59 degrees 45 minutes 47 seconds East along the Northwesterly line of said Easement 31.36 feet, more or less to a point on the East line of said Burlington Northern Railroad Company tract; thence South 0 degrees 33 minutes 52 seconds West along said East line, 147.92 feet; more or less to the POINT OF BEGINNING.

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**Harrah's North Kansas—CEOC**

**TRACT 2:**

All of Lots 1 through 33, both inclusive, and part of Lots 34 through 44, both inclusive, “PLAN OF RANDOLPH SUBDIVISION OF EXHIBITS “B”, “C”, “E” AND “F”; Part of Lot 6, Block 38; Part of Lots 1 through 5, and All of Lot 6, Block 39, “PLAN OF RANDOLPH”, both being subdivisions in Randolph, Clay County, Missouri, together with vacated Third Street, vacated Locust Street, and the vacated alleys lying therein, all being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, “PLAN OF RANDOLPH SUBDIVISION OF EXHIBITS “B”, “C”, “E”, AND “F”, said corner being the intersection of the Southerly Right of Way line of the Norfolk & Southern Railroad (formerly Wabash Railroad) and the West Right of Way line of Liberty Street, as both are now established; thence South 0 degrees 44 minutes 54 seconds West along the West Right of Way line of said Liberty Street, a distance of 500.92 feet to the Southeast corner of said Lot 6, Block 39, “PLAN OF RANDOLPH”; thence South 80 degrees 48 minutes 37 seconds West, along the South line of said Lot 6 and the South line of Lot 5 of said Block 39, a distance of 119.97 feet to a point on the Northerly Right of Way line of the Birmingham Drainage District as established by Condemnation Case No. 7087 filed in the Circuit Court of Clay County; thence North 74 degrees 47 minutes 13 seconds West, along said Northerly Right of Way line, a distance of 495.29 feet; thence Northerly continuing along said Northerly Right of Way line of the Birmingham Drainage District, along a curve to the left, having an initial tangent bearing of North 72 degrees 34 minutes 03 seconds West, a radius of 672.93 feet, and a central angle of 1 degree 25 minutes 20 seconds an arc distance of 16.70 feet to a point on the East Right of Way line of Interstate Highway Route No. 435, as condemned by the State of Missouri in Case No. 33895 in the Circuit Court of Clay County, Missouri, as set forth in the Report of Commissioners filed for record December 30, 1966 under Document No. C-7308 in Book 917 at Page 600; thence North 2 degrees 17 minutes 24 seconds East, along said East Right of Way line, a distance of 286.87 feet to a point on the aforesaid Southerly Right of Way line of the Norfolk & Southern Railroad (formerly the Wabash Railroad); thence North 80 degrees 48 minutes 37 seconds East along said Southerly Right of Way line, a distance of 615.36 feet to the Point of Beginning.

**Horseshoe Tunica—Mississippi**

**Parcel E**

A tract of land lying in Section 2 and Section 11, Township 3 South, Range 11 West, Tunica County, Mississippi and being more particularly described in its entirety as follows:

Commencing at the section corner between Sections 1, 2, 11 and 12, Township 3 South, Range 11 West in Tunica County, Mississippi; thence South 00 degrees 00 minutes 06 seconds East along the east line of said Section 11 a distance of 115.73 feet to a point in the north line of the

Yazoo-Mississippi Delta Levee Board right-of-way; thence South 74 degrees 46 minutes 53 seconds west along said right-of-way a distance of 1386.40 feet to a found spindle being the southwestern most corner of the Sheraton Tunica Corporation property as recorded in Book B5, Page 113 in Chancery Clerk's Office, said point being the POINT OF BEGINNING; thence South 74 degrees 46 minutes 53 seconds West along said right-of-way a distance of 53.33 feet to a found iron pin being the southeastern most corner of the Circus Circus Mississippi, Inc. property as recorded in Book B5, Page 125 in said Chancery Clerk's Office; thence along the east line of said Circus Circus property the following calls: North 15 degrees 13 minutes 07 seconds West a distance of 74.00 feet to a found spindle; thence South 74 degrees 46 minutes 53 seconds West a distance of 404.49 feet to a found spindle; thence North 15 degrees 13 minutes 07 seconds West a distance of 489.42 feet to a found iron pin at a point on a curve; thence northeastwardly along a curve to the right having a radius of 599.00 feet, a central angle of 17 degrees 16 minutes 44 seconds, a chord bearing of North 50 degrees 50 minutes 14 seconds East, a chord distance of 179.98 feet, a distance along its arc of 180.63 feet to a found iron pin; thence North 15 degrees 14 minutes 08 seconds West a distance of 153.74 feet to a found spindle; thence North 74 degrees 45 minutes 52 seconds East a distance of 50.00 feet to a found spindle; thence North 15 degrees 14 minutes 08 seconds West a distance of 133.31 feet to a found spindle; thence North 57 degrees 14 minutes 08 seconds West a distance of 228.13 feet to a found spindle; thence North 32 degrees 45 minutes 52 seconds East a distance of 72.00 feet to a found spindle; thence North 57 degrees 14 minutes 08 seconds West a distance of 192.00 feet to a found spindle; thence South 32 degrees 45 minutes 52 seconds West a distance of 81.00 feet to a found spindle; thence North 58 degrees 17 minutes 44 seconds West a distance of 180.67 feet to a found iron pin in the east line of the Sheraton Tunica Corporation and Circus Circus Mississippi, Inc. property as recorded in Book B5, Page 125 in Said Chancery Clerk's Office; thence along the east line of Said Sheraton Circus Circus property the following calls; North 27 degrees 20 minutes 40 seconds East a distance of 109.30 feet to a set spindle; thence North 39 degrees 45 minutes 35 seconds East a distance of 219.22 feet to a set spindle; thence North 86 degrees 56 minutes 55 seconds East a distance of 24.73 feet to a set spindle; thence North 78 degrees 43 minutes 42 seconds East a distance of 41.34 feet to a set spindle; thence North 11 degrees 54 minutes 55 seconds West a distance of 108.55 feet to a set iron pin; thence South 78 degrees 05 minutes 05 seconds West a distance of 246.70 feet to a set iron pin; thence North 86 degrees 39 minutes 35 seconds West a distance of 172.42 feet to a set iron pin; thence South 87 degrees 16 minutes 30 seconds West a distance of 79.24 feet to a set iron pin;

thence North 72 degrees 26 minutes 12 seconds West a distance of 79.07 feet to a set iron pin being the southwest corner of the Robinson Property Group Limited Partnership property as recorded in Book U5, Page 239 in said Chancery Clerk's Office; thence North 74 degrees 46 minutes 53 seconds East along the south line of said Robinson Property Group property a distance of 1570.68 feet to an angle point in said south line, said point lying in the indefinite boundary between the State of Mississippi and the State of Arkansas; thence South 53 degrees 58 minutes 28 seconds East along said line a distance of 375.85 feet to a set iron pin in the west line of the Sheraton Tunica Corporation property as recorded in Book B5, Page 113 in Chancery Clerk's Office; thence along said west line the following calls; thence South 61 degrees 16 minutes 10 seconds West a distance of 212.38 feet to a point; thence South 74 degrees 16 minutes 57 second. West a distance of 134.44 feet to a point; thence South 58 degrees 06 minutes 50 seconds West a distance of 211.04 feet to a set spindle; thence South 15 degrees 14 minutes 08 seconds East a distance of 376.84 feet to a set iron pin at a point of curvature; thence

southwardly along a curve to the right having a radius of 119.44 feet, a central angle of 41 degrees 59 minutes 59 seconds, a chord bearing of South 05 degrees 45 minutes 52 seconds West, a chord distance of 85.60 feet, a distance along its arc of 87.55 feet to a set spindle at the point of tangency; thence South 26 degrees 45 minutes 51 seconds West a distance of 68.37 feet to a set iron pin at a point of curvature; thence southwardly along a curve to the left having a radius of 221.00 feet, a central angle of 21 degrees 25 minutes 41 seconds, a chord bearing of South 16 degrees 03 minutes 01 seconds West, a chord distance of 82.17 feet, a distance along its arc of 82.65 feet to a set iron pin at the point of tangency; thence South 05 degrees 20 minutes 10 seconds West a distance of 214.15 feet to a set spindle on a curve; thence eastwardly along a curve to the right having a radius of 500.01 feet, a central angle of 21 degrees 38 minutes 12 seconds, a chord bearing of South 78 degrees 26 minutes 53 seconds East, a chord distance of 187.70 feet, a distance along its arc of 188.82 feet to a set spindle; thence South 15 degrees 13 minutes 07 seconds East a distance of 455.96 feet to a set spindle; thence South 74 degrees 46 minutes 53 seconds West a distance of 353.13 feet to a set spindle; thence South 15 degrees 13 minutes 07 seconds East a distance of 74.00 feet to the POINT OF BEGINNING;

Together with that certain Easement for High Volume Crossing from Board of Levee Commissioners to Tunica County, Mississippi recorded in Book B5 at Page 180 and Agreement regarding same in Book A5 at Page 490, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on September 29, 2017 and known as Job No. 15-1344;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on September 29, 2017 and known as Job No. 15-1344.

#### Parcel G

A tract of land lying in Section 2, Township 3 South, Range 11 West, in Tunica County, Mississippi and being more particularly described in its entirety as follows:

Commencing at the section corner between Sections 1, 2, 11 and 12, Township 3 South, Range 11 West in Tunica County, Mississippi; thence North 00 degrees 00 minutes 06 seconds West along the East line of said Section 2 a distance of 601.52 feet to a point in the northeast line of the Sheraton Tunica Corporation property as recorded in Book B5, Page 113 and Book L5, Page 605 in the Chancery Clerk's Office of Tunica County, Mississippi, said point being on the indefinite boundary between the State of Arkansas and the State of Mississippi as shown on the Robinsonville, Miss—Ark U.S.G.S. Quadrangle Map for this area; thence North 53 degrees 58 minutes 28 seconds West along the northeast line of said Sheraton property and said indefinite State Boundary and the northeast line of the Robinson Property Group Limited Partnership property as recorded in Book J5, Page 452 in said Chancery Clerk's Office a distance of 1417.21 feet to a point being the northeast corner of said Robinson Property Group property, said point being the POINT OF BEGINNING, thence South 74 degrees 46 minutes 53 seconds West along the north line of said Robinson Property Group property a distance of 1570.68 Feet to a set iron pin in the northeast line of the Sheraton Tunica Corporation property as recorded in Book B5, Page 113 and Circus Circus Mississippi, Inc. property as recorded in Book B5, Page 125 in said Chancery Clerk's Office; thence along the northeast line of said Sheraton and Circus Circus property the following calls:

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North 42 degrees 00 minutes 42 seconds West a distance of 53.06 feet to a set iron pin;

North 31 degrees 14 minutes 39 seconds West a distance of 82.28 feet to a set iron pin;

North 41 degrees 55 minutes 11 seconds West a distance of 117.68 feet to a point;

North 55 degrees 11 minutes 19 seconds West a distance of 56.65 feet to a point;

thence North 74 degrees 46 minutes 53 seconds East along the south line of part of the C. Greg Robinson property as recorded in Book J5, Page 447 in said Chancery Clerk's Office a distance of 800.42 feet to a point thence North 74 degrees 46 minutes 53 seconds East continuing along said south line a distance of 685.41 feet to a point on said indeterminate State Boundary; thence South 53 degrees 58 minutes 28 seconds East along said indeterminate State Boundary a distance of 352.64 feet to the POINT OF BEGINNING;

Together with that certain Easement for High Volume Crossing from Board of Levee Commissioners to Tunica County, Mississippi recorded in Book B5 at Page 180 and Agreement regarding same in Book A5 at Page 490, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on September 29, 2017 and known as Job No. 15-1344;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on September 29, 2017 and known as Job No. 15-1344.

Parcel F

Being the Robinson Property Group Limited Partnership property of record in Deed Book E5, Page 510 in the Chancery Clerk's Office of Tunica County, Mississippi, lying in Section 8, Township 3 South, Range 10 West and being more particularly described as follows:

Commencing at the intersection of the northwest right-of-way of U.S. Highway 61 (285' R.O.W.) and the south line of said Section 8, said point being North 89 degrees 53 minutes 57 seconds West of the southeast corner of said Section 8; thence North 45 degrees 37 minutes 58 seconds East along said northwest right-of-way a distance of 268.73 feet to the POINT OF BEGINNING; thence westwardly along a curve to the right having a radius of 255.00 feet, a central angle of 89 degrees 41 minutes 26 seconds, a chord bearing of North 89 degrees 31 minutes 19 seconds West, a chord distance of 359.65 feet, a distance along its arc of 399.18 feet to a point of tangency in the northeast right-of-way of Casino Center Drive (160' R.O.W.); thence North 44 degrees 40 minutes 36 seconds West along said northeast right-of-way a distance of 73.11 feet to a set iron pin being the southeast corner of the Cottage Inn, Inc. property as recorded in Deed Book C5, Page 321 in said Chancery Clerk's Office; thence North 45 degrees 49 minutes 24 seconds East along the southeast line of said Cottage Inn property a distance of 462.13 feet to a found railroad iron being the southeast corner of the J. Shea

Leatherman, et al property as recorded in Deed Book U5, Page 11 in said Chancery Clerk's Office; thence North 02 degrees 11 minutes 03 seconds East along the east line of said Leatherman property a distance of 263.80 feet to a found metal post being the southwest corner of the J. Shea Leatherman property as recorded in Deed Book U5, Page 11 in said Chancery Clerk's Office; thence South 44 degrees 22 minutes 02 seconds East along the south line of said Leatherman property a distance of 506.61 feet to a found metal post in the northwest right-of-way of said U.S. Highway 61; thence South 45 degrees 37 minutes 58 seconds West along said northwest right-of-way a distance of 398.25 feet to the POINT OF BEGINNING.

The above described property is the same property described in Deed Book E5, Page 508 in said Chancery Clerk's Office.

**Horseshoe Tunica—Arkansas**

The following described land, situated in the County of Crittenden, State of Arkansas.

BEING A DESCRIPTION OF PART OF THE G.A. ROBINSON, III AND C. GREG ROBINSON PROPERTY AS RECORDED IN BOOK 561, PAGE 544 AT THE CRITTENDEN COUNTY CHANCERY COURT CLERKS OFFICE, LOCATED IN THE SE 1/4 AND THE SW 1/4 OF FRACTIONAL SECTION 23, TOWNSHIP 3 NORTH, RANGE 7 EAST, CRITTENDEN COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 2, TOWNSHIP 3 SOUTH, RANGE 11 WEST, TUNICA COUNTY, MISSISSIPPI; THENCE N0°00'06''W ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 601.52 FEET TO A POINT ON THE NORTHEAST LINE OF THE SHERATON TUNICA CORPORATION PROPERTY (BOOK B5, PAGE 113-TUNICA COUNTY COURT CLERKS OFFICE) AND CIRCUS CIRCUS MISSISSIPPI, INC. PROPERTY (BOOK B5, PAGE 125-TUNICA COUNTY COURT CLERKS OFFICE), SAID NORTHEAST LINE BEING THE INDEFINITE BOUNDARY BETWEEN THE STATE OF MISSISSIPPI AND THE STATE OF ARKANSAS AS SHOWN ON THE ROBINSONVILLE, MISS-ARK. U.S.G.S. QUAD MAP FOR THIS AREA; THENCE N53°58'28''W ALONG THE NORTHEAST LINE OF THE SAID SHERATON / CIRCUS CIRCUS PROPERTY A DISTANCE OF 1041.36 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE ROBINSON PROPERTY GROUP, L.P. PROPERTY (BOOK J5, PAGE 452-TUNICA COUNTY COURT CLERKS OFFICE), SAID POINT BEING THE POINT OF BEGINNING; THENCE N53°58'28''W ALONG THE SAID INDEFINITE STATE BOUNDARY LINE A DISTANCE OF 728.50 FEET TO A POINT; THENCE N74°46'53''E A DISTANCE OF 89.76 FEET TO A POINT; THENCE S53°58'28''E ALONG A LINE THAT IS 70.00 FEET NORTHEAST OF AND PARALLEL TO THE SAID INDEFINITE STATE BOUNDARY A DISTANCE OF 672.30 FEET TO A POINT; THENCE S36°01'32''W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

Parcel ID: 1011900500000;



**Tunica Roadhouse**

**CASINO/HOTEL PROPERTY DESCRIPTION**

Being a description of the Sheraton Tunica Corporation tract of land as recorded in Book B5, Page 113 and Book L5, Page 605, lying in Sections 2 and 11, Township 3 South, Range 11 West, Tunica County, Mississippi, and being more particularly described as follows:

Commencing at the Section corner between Sections 1, 2, 11 and 12, Township 3 South, Range 11 West Tunica County, Mississippi; thence S00°00'06"E along the east line of said Section 11 a distance of 115.73 feet to a point on the north line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence S74°46'53"W along said Levee Board Right-of-Way a distance of 705.41 feet to the point of beginning; thence continuing S74°46'53"W along said Levee Board Right-of-Way a distance of 681.00 feet to a point; thence N15°13'07"W a distance of 74.00 feet to a point; thence N74°46'53"E a distance of 353.13 feet to a point; thence N15°13'07"W a distance of 455.96 feet to a point on a curve; thence along a curve to the left having a radius of 500.01 feet, an arc length of 188.82 feet (chord N78°26'53"W – 187.70 feet) to a point; thence N05°20'10"E a distance of 214.15 feet to a point of a curvature; thence along a curve to the right having a radius of 221.00 feet, an arc length of 82.65 feet (chord N16°03'01"E – 82.17 feet) to the point of tangency; thence N26°45'51"E a distance of 68.37 feet to a point of curvature; thence along a curve to the left having a radius 119.44 feet, an arc length of 87.55 feet (chord N05°45'52"E – 85.60 feet) to the point of tangency; thence N15°14'08"W a distance of 376.85 feet to a point; thence N58°06'50"E a distance of 211.04 feet to a point; thence N74°16'57"E a distance of 134.44 feet to a point; thence N61°16'10"E a distance of 212.38 feet to a point; thence S09°35'21"E a distance of 360.87 feet to a point on a curve; thence along a curve to the right having a radius of 981.75 feet, an arc length of 283.49 feet (chord S37°41'34"E – 282.51 feet) to a point thence S54°08'03"E a distance of 676.40 feet to a point; thence S26°45'51"W a distance of 139.53 feet to a point; thence S76°57'31"W a distance of 563.30 feet to a point of curvature; thence along a curve to the left having a radius of 80.00 feet, an arc length of 128.70 feet (chord S30°52'12"W – 115.27 feet) to the point of tangency; thence S15°13'07"E a distance of 195.43 feet to the point of beginning;

Together with that certain Easement for High Volume Crossing from Board of Levee Commissioners to Tunica County, Mississippi recorded in Book B5 at Page 180 and Agreement regarding same in Book A5 at Page 490, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344.

**TRACT 1 – PARCEL 4 PROPERTY DESCRIPTION**

A tract of land lying in Sections 2 and 3, Township 3 South, Range 11 West, Tunica County, Mississippi, and being more particularly described as follows:

Commencing at the Section corner between Sections 1, 2, 11 and 12, Township 3 South, Range 11 West; thence S00°00'06"E along the east line of said Section 11 a distance of 115.73 feet to a point on the North line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence S74°46'53"W along said Levee Board Right-of-Way a distance of 1979.90 feet to a point; thence S68°17'02"W continuing along said Levee Board Right-of-Way a distance of 786.60 feet to a point; thence leaving said Levee Board Right-of-Way N00°04'52"W a distance of 917.87 feet to the Point of Beginning, said point lies on the south line of the south line of Section 2; thence S89°48'46"W along said south line and the south line of Section 3 a distance of 4251.59 feet to a point on the top of the east bank of the Mississippi River; thence Northeastwardly along the top of said east bank the following distances and courses:

280.86' – N59°24'57"E  
174.65' – N56°29'34"E  
341.17' – N62°57'12"E  
101.50' – N57°26'54"E  
250.36' – N64°16'58"E  
350.31' – N65°01'40"E  
98.71' – N63°16'36"E  
126.78' – N72°54'45"E  
124.50' – N85°52'26"E  
59.92' – N66°55'51"E  
111.02' – N47°00'53"E  
253.05' – N26°46'38"E  
190.08' – N65°33'32"E  
198.05' – N52°40'53"E  
364.66' – N55°05'28"E  
138.80' – N53°22'53"E  
187.72' – N51°55'57"E  
97.96' – N35°30'21"E  
99.75' – N60°00'12"E  
127.80' – N55°52'21"E  
267.54' – N46°57'01"E

To the center line of a drainage ditch; thence southeastwardly along the centerline of said ditch the following distances and courses:

132.28' – S43°02'59"E  
117.31' – S51°23'18"E  
82.02' – S31°43'00"E  
100.17' – S44°33'30"E  
178.92' – S48°50'43"E  
58.02' – S33°57'24"E  
115.52' – S42°32'21"E  
155.61' – S47°19'38"E

59.02' – S34°11'01"E  
83.85' – S45°16'01"E  
69.27' – S34°10'27"E  
62.93' – S55°11'19"E  
117.68' – S41°55'11"E  
82.28' – S31°14'39"E  
53.06' – S42°00'42"E  
79.07' – S72°26'12"E  
79.24' – N87°16'30"E  
172.42' – S86°39'35"E  
246.70' – N78°05'05"E

To a point on the west line of the Robinson Property Group L.P. property; thence along the west line of the said Robinson Property Group L.P. property and along the west line of the Circus Circus Mississippi, Inc. property the following distances and courses:

108.55' – S11°54'55"E  
41.34' – S78°43'42"W  
24.73' – S86°56'55"W  
219.22' – S39°45'35"W  
109.30' – S27°20'39"W  
194.79' – S39°45'35"W

To a point of curvature; thence along a curve to the left having a radius of 175.00 feet, an arc length of 100.06 feet (chord S23°22'46"W – 98.70 feet) to a point; thence continuing along the west line of the Circus Circus Mississippi, Inc. property the following distances and courses:

223.71' – S67°28'55"W  
142.42' – S22°31'05"E  
213.36' – S00°04'52"E

To the Point of Beginning;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344.

#### TRACT 1 – PARCEL 5 PROPERTY DESCRIPTION

A tract of land lying in Section 11, Township 3 South, Range 11 West, Tunica County, Mississippi, and being more particularly described as follows:

Commencing at the Section corner between Sections, 1, 2, 11 and 12, Township 3 South, Range 11 West; thence S00°00'06"E along the east line of said Section 11 a distance of 115.73 feet to a point on the north line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence S74°46'53"W along said Levee Board Right-of-Way a distance of 1979.90 feet to a point; thence S68°17'02"W continuing along said Levee Board Right-of-Way a distance of 544.92 feet to the

Point of Beginning; thence continuing S68°17'02"W along said Levee Board Right-of-Way a distance of 241.65 feet to a point; thence leaving said Levee Board Right-of-Way N00°04'52"W a distance of 198.49 feet to a point; thence S64°07'06"E along the Southwest line of the Circus Circus Mississippi, Inc. property a distance of 249.87 feet to the point of beginning.

**TRACT 1 – PARCEL 6 PROPERTY DESCRIPTION**

A tract of land lying in Sections 1, 2, and 11, Township 3 South, Range 11 West, Tunica County, Mississippi, and being more particularly described as follows:

Beginning at the Section corner between Sections 1, 2, 11 and 12, Township 3 South, Range 11 West Tunica County, Mississippi; thence S00°00'06"E along the east line of said Section 11 a distance of 115.73 feet to a point on the north line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence S74°46'53"W along said Levee Board Right-of-Way a distance of 705.41 feet to a point; thence N15°13'07"W a distance of 195.43 feet to a point of curvature; thence along a curve to the right having a radius of 80.00 feet, an arc length of 128.70 feet (chord N30°52'12"E – 115.27 feet) to the point of tangency; thence N76°57'31"E a distance of 563.30 feet to a point; thence N26°45'51"E a distance of 139.53 feet to a point; thence N54°08'03"W a distance of 676.40 feet to a point; thence along a curve to the left having a radius of 981.75 feet, an arc length of 283.49 feet (chord N37°41'34"W – 282.51 feet) to a point; thence N09°35'21"W a distance of 360.87 feet to a point; thence S53°58'28"E a distance of 1808.08 feet to a point; thence S62°21'18"E a distance of 318.16 feet to a point on the south line of said Section 1; thence S89°48'46"W along the south line of said Section 1 a distance of 901.92 feet to the point of beginning;

Together with that certain Forty foot easement for ingress and egress over and across Tract 1-Parcel 6, reserved by G. A. Robinson and C. Greg Robinson in Book V4 at Page 16 and Book V4 at Page 19, amended by Book A5 at Page 505, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344.

**TRACT 2 – PARCEL 3 PROPERTY DESCRIPTION**

A tract of land lying in Section 11, Township 3 South, Range 11 West, Tunica County, Mississippi and being more particularly described as follows:

Beginning at a found rail post at the Section corner between Sections 11, 12, 13, 14, Township 3 South, Range 11 West; thence S89°47'40"W along the south line of said Section 11, a distance of 2635.24 feet to a concrete monument; thence N89°54'22"W a distance of 1319.97 feet to a concrete monument; thence N00°05'35"W a distance of 2205.45 feet to a set iron pin on the south line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence northeastwardly along the south line of the said Levee Board Right-of-Way the following distances and courses:

- 379.58' – N79°38'00"E
- 143.71' – N58°00'59"E
- 140.00' – S29°04'34"E
- 172.00' – N60°55'26"E
- 100.00' – N29°04'34"W

386.06' – N52°57'35"E  
342.68' – N87°13'19"E  
296.02' – N04°02'28"E  
361.58' – N55°35'32"E  
503.14' – N68°23'41"E  
469.38' – N74°43'53"E  
70.00' – N10°53'34"W  
49.12' – N71°17'31"E

To a point on the west right-of-way line for Casino Center Drive (160.00 foot Public Right-of-Way); thence S06°17'24"W along the West line of said Casino Center Drive a distance of 146.21 feet to a point of curvature; thence continuing along the west line of said Casino Center Drive along a curve to the left having a radius of 1353.24 feet, an arc length 1132.50 feet (chord S17°41'05"E – 1099.74 feet) to a point; thence S89°59'54"W a distance of 450.35 feet to a set iron pin; thence S00°00'06"E a distance of 736.95 feet a set iron pin; thence N89°59'54"E a distance of 1502.44 feet to a point on the east line of said Section 11; thence S00°00'06"E along the east line of said Section 11 a distance of 1603.32 feet to the point of beginning.

Less and Except the Wetland Mitigation Parcel as recorded in Book A5, page 391 at said Clerks Office and being more particularly described as follows:

Commencing at a found rail post at the Section corner between Sections 11, 12, 13 and 14, Township 3 South, Range 11 West, Tunica County, Mississippi; thence S89°47'40"W along the south line of said Section 11 a distance of 1049.84 feet to a point; thence N00°12'20"W a distance of 30.00 feet to the point of beginning; thence S89°47'40"W parallel to and 30.00 feet north of the south line of Parcel 2 a distance of 1585.33 feet to a point; thence N89°54'22"W parallel to and 30.00 feet north of the south line of Parcel 2 a distance 179.66 feet to a point; thence N00°04'52"W a distance of 333.42 feet to a point; thence S80°44'00"E a distance of 1788.65 feet to a point; thence S00°12'20"E a distance of 40.00 feet to the point of beginning;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344.

#### TRACT 2 – PARCEL 4 PROPERTY DESCRIPTION

A tract of land lying in Section 11, Township 3 South, Range 11 West, Tunica County, Mississippi and being more particularly described as follows:

Commencing at a found rail post at the Section corner between Sections 11, 12, 13, 14, Township 3 South, Range 11 West, thence N0°00'06"W along the east line of said Section 11 a distance of 2352.25 feet to the point of beginning; thence S89°59'54"W a distance of 838.66 feet to a point on the east line of Casino Center Drive (160.00 foot public right-of-way); thence along the east line of said Casino Center Drive along a 1193.24 foot radius curve to the right an arc distance of 1131.79 feet (chord N20°52'57"W 1089.84 feet) to the point of tangency; thence N6°17'24"E and continuing along the east line of said Casino Center Drive a distance of 209.05

feet to a set iron pin on the south line of the Yazoo-Mississippi Delta Levee Board Right-of-Way; thence northeastwardly along the south line of the said Levee Board Right-of-Way the following courses and distances:

N80°25'43"E – 395.64 feet

N81°19'07"E – 254.21 feet

N63°30'30"E – 628.78 feet

To a point on the east line of said Section 11; thence S0°00'06"E along the east line of said Section 11 a distance of 1610.65 feet to the point of beginning;

Together with that certain Grant of Easements and Declaration of Covenants recorded in Book B5 at Page 13, Amended in Book D5 at Page 479, as shown on the survey by Blew & Associates, PA, Buckley Blew, PLS No. 3264 dated March 21, 2016, last revised on October 5, 2017 and known as Job No. 15-1344.

**Caesars Atlantic City (Boardwalk Regency - Atlantic City)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

**CAESAR'S CASINO HOTEL**

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND THE EASTERLY LINE OF CHRISTOPHER COLUMBUS BOULEVARD (FORMERLY KNOWN AS MISSOURI AVENUE ) (50.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 62° 32' 00" EAST IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE A DISTANCE OF 350.60' TO THE WESTERLY LINE OF ARKANSAS AVENUE (50.00' WIDE); THENCE
2. SOUTH 27° 28' 00" EAST IN AND ALONG SAID LINE A DISTANCE OF 770.34' TO A POINT IN THE CURVED INTERIOR LINE OF PARK; THENCE
3. IN AND ALONG SAID INTERIOR LINE AND CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1259.09' AN ARC DISTANCE OF 24.862' TO A POINT OF TANGENCY IN SAME; THENCE
4. SOUTH 69° 09' 33" WEST STILL IN AND ALONG SAME A DISTANCE OF 328.12' TO THE EASTERLY LINE OF CHRISTOPHER COLUMBUS BOULEVARD; THENCE
5. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 729.37' TO THE POINT AND PLACE OF BEGINNING.

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FOR INFORMATION PURPOSES ONLY: KNOWN AS LOTS 1 AND 2 IN BLOCK 41 AS SHOWN ON THE ATLANTIC CITY TAX MAP.

TOGETHER WITH THE BENEFICIAL EASEMENTS AS SET FORTH IN DECLARATION OF CROSS EASEMENTS BY AND BETWEEN BALLY’S PARK PLACE, INC. AND BOARDWALK REGENCY CORPORATION AS SET FORTH IN DEED BOOK 6619 PAGE 86.

**AIR RIGHTS (PACIFIC AVENUE): (DEED BOOK 5052 PAGE 311)**

BEGINNING AT A POINT AT ELEVATION 23’ M.S.L. ABOVE THE NORTHWESTERLY R.O.W. LINE OF PACIFIC AVENUE, SAID POINT BEING 67 FEET PLUS OR MINUS SOUTHWESTERLY ALONG THE NORTHWESTERLY R.O.W. LINE OF PACIFIC AVENUE FROM ITS INTERSECTION WITH THE SOUTHWESTERLY R.O.W. LINE OF ARKANSAS AVENUE; THENCE

1. SOUTHEASTERLY AT RIGHT ANGLES TO PACIFIC AVENUE, 60.00 FEET TO A POINT VERTICALLY ABOVE THE SOUTHEASTERLY R.O.W. LINE OF PACIFIC AVENUE AT ELEVATION 23’ M.S.L.; THENCE
2. SOUTHWESTERLY PARALLELING THE SOUTHEASTERLY R.O.W. LINE OF PACIFIC AVENUE AT AN ELEVATION OF 23’ M.S.L. A DISTANCE OF 22.00 FEET TO A POINT; THENCE
3. NORTHWESTERLY AT RIGHT ANGLES TO PACIFIC AVENUE AND PARALLEL TO THE FIRST COURSE HEREIN 60.00 FEET TO A POINT AT ELEVATION 23’ M.S.L. VERTICALLY ABOVE THE NORTHWESTERLY R.O.W. LINE OF PACIFIC AVENUE; THENCE
4. NORTHEASTERLY PARALLELING THE NORTHWESTERLY R.O.W. LINE OF PACIFIC AVENUE AT ELEVATION 23’ M.S.L. A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

**AIR RIGHTS (ARKANSAS AVENUE): (DEED BOOK 6182 PAGE 94)**

BEGINNING AT A POINT AT AN ELEVATION OF 21.00’ (U.S.C & G.S.) (1927 DATUM) SAID POINT BEING DIRECTLY ABOVE THE NORTHWEST CORNER OF LOT 82 IN BLOCK 36. SAID POINT ALSO BEING 450.00 FEET SOUTHEASTERLY ALONG THE EASTERLY R.O.W. LINE OF ARKANSAS AVENUE FROM ITS INTERSECTION WITH THE SOUTHERLY R.O.W. LINE OF PACIFIC AVENUE AT THE STATED ELEVATION; THENCE

1. FOLLOWING DIRECTLY ABOVE THE SAID EASTERLY R.O.W. LINE OF ARKANSAS AVENUE AT THE STATED ELEVATION SOUTH 27 DEGREES 28 MINUTES EAST, A DISTANCE OF 223.19 FEET TO A POINT, THENCE
2. CONTINUING AT THE STATED ELEVATION AND AT RIGHT ANGLES TO SAID ARKANSAS AVENUE SOUTH 62 DEGREES 32 MINUTES WEST, A DISTANCE OF 50.00 FEET TO A POINT AT SAID ELEVATION DIRECTLY ABOVE THE WESTERLY R.O.W. LINE OF ARKANSAS AVENUE; THENCE
3. CONTINUING AT THE STATED ELEVATION DIRECTLY ABOVE THE WESTERLY R.O.W. LINE OF ARKANSAS AVENUE, PARALLEL TO THE FIRST COURSE HEREIN NORTH 27 DEGREES 28 MINUTES WEST, A DISTANCE OF 223.19 FEET; THENCE
4. CONTINUING AT THE STATED ELEVATION AND AT RIGHT ANGLES TO SAID WESTERLY R.O.W. LINE NORTH 62 DEGREES 32 MINUTES EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

**CENTURION TOWER:**

BEGINNING AT A POINT IN THE EASTERLY LINE OF ARKANSAS AVENUE (50.00' WIDE) IN THE SOUTHERLY LINE OF LOT 1 IN BLOCK 42, SAID POINT BEING SOUTH 27° 28' 00" EAST A DISTANCE OF 450.00' FROM THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 62° 32' 00" EAST IN AND ALONG THE SOUTHERLY LINE OF LOT 1, PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 187.50' TO A POINT; THENCE
2. SOUTH 27° 28' 00" EAST PARALLEL WITH ARKANSAS AVENUE A DISTANCE OF 50.00' TO A POINT; THENCE
3. NORTH 62° 32' 00" EAST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 12.50' TO A POINT; THENCE
4. SOUTH 27° 28' 00" EAST PARALLEL WITH ARKANSAS AVENUE A DISTANCE OF 173.19' TO A POINT; THENCE
5. SOUTH 62° 32' 00" WEST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 200.00' TO THE EASTERLY LINE OF ARKANSAS AVENUE; THENCE
6. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 223.19' TO THE POINT AND PLACE OF BEGINNING.



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FOR INFORMATION PURPOSES ONLY: KNOWN AS LOT 4.01 IN BLOCK 42 AS SHOWN ON THE ATLANTIC CITY TAX MAP.

TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY FOR INGRESS AND EGRESS IN AND OVER THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT IN THE EASTERLY LINE OF ARKANSAS AVENUE, 663.19 FEET SOUTHWARDLY OF THE SOUTHERLY LINE OF PACIFIC AVENUE AND EXTENDING; THENCE

1. EASTWARDLY, PARALLEL WITH PACIFIC AVENUE, 129.0 FEET; THENCE
2. SOUTHWARDLY, PARALLEL WITH ARKANSAS AVENUE, 5.0 FEET; THENCE
3. EASTWARDLY, PARALLEL WITH PACIFIC AVENUE, 11.0 FEET; THENCE
4. SOUTHWARDLY, PARALLEL WITH ARKANSAS AVENUE, 16.5 FEET; THENCE
5. WESTWARDLY, PARALLEL WITH PACIFIC AVENUE, 11.0 FEET; THENCE
6. NORTHWARDLY, PARALLEL WITH ARKANSAS AVENUE, 11.5 FEET; THENCE
7. WESTWARDLY, PARALLEL WITH PACIFIC AVENUE, 129.0 FEET TO THE EASTERLY LINE OF ARKANSAS AVENUE; THENCE
8. NORTHWARDLY IN AND ALONG THE EASTERLY LINE OF ARKANSAS AVENUE, 10.0 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH THE BENEFICIAL EASEMENTS AS SET FORTH IN DECLARATION OF CROSS EASEMENTS BY AND BETWEEN BALLY’S PARK PLACE, INC. AND BOARDWALK REGENCY CORPORATION AS SET FORTH IN DEED BOOK 6619 PAGE 86.

**OCEAN ONE PIER (THE PIER AT CAESARS):**

BEGINNING AT A POINT IN THE WESTERLY LINE OF ARKANSAS AVENUE (50.00’ WIDE) SAID POINT BEING 770.34’ SOUTH OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00’ WIDE). SAID POINT ALSO BEING IN THE NORTHERLY LINE OF THE BOARDWALK RIGHT-OF-WAY (60.00’ WIDE), SAID POINT ALSO BEING IN THE INTERIOR LINE OF PARK AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. SOUTH 27° 28’ 00” EAST IN AND ALONG THE EXTENDED WESTERLY LINE OF ARKANSAS AVENUE A DISTANCE OF 1229.66’ TO A POINT IN THE RIPARIAN COMMISSIONERS EXTERIOR LINE. SAID LINE BEING 2000.00’ SOUTH OF THE SOUTHERLY LINE OF PACIFIC AVENUE; THENCE

2. SOUTH 62° 32' 00" WEST IN AND ALONG SAID RIPARIAN COMMISSIONERS EXTERIOR LINE PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 40.00' TO A POINT; THENCE
3. SOUTH 27° 28' 00" EAST PARALLEL WITH THE EXTENDED WESTERLY LINE OF ARKANSAS AVENUE A DISTANCE OF 430.00' TO THE PIERHEAD LINE OF A RIPARIAN GRANT RECORDED IN DEED BOOK 716, PAGE 471, SAID POINT BEING 2430.00' SOUTH OF THE SOUTHERLY LINE OF PACIFIC AVENUE; THENCE
4. SOUTH 62° 32' 00" WEST IN AND ALONG SAID PIERHEAD LINE, PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 125.00' TO A POINT; THENCE
5. NORTH 27° 28' 00" WEST AND PARALLEL WITH THE EXTENDED WESTERLY LINE OF ARKANSAS AVENUE A DISTANCE OF 430.00' TO A POINT IN THE AFORESAID RIPARIAN COMMISSIONERS EXTERIOR; THENCE
6. SOUTH 62° 32' 00" WEST IN AND ALONG SAID RIPARIAN COMMISSIONERS EXTERIOR LINE AND PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 35.60' TO A POINT; THENCE
7. NORTH 27° 28' 00" WEST AND PARALLEL WITH THE EXTENDED WESTERLY LINE OF ARKANSAS AVENUE A DISTANCE OF 1253.207' TO A POINT IN THE AFORESAID NORTHERLY LINE OF THE BOARDWALK AND THE INTERIOR LINE OF PARK; THENCE
8. NORTH 69° 09' 33" EAST IN AND ALONG SAID LINE A DISTANCE OF 177.117' TO A POINT OF CURVATURE; THENCE
9. STILL ALONG SAID LINE IN A NORTHEASTWARDLY DIRECTION CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1259.09' AN ARC DISTANCE OF 24.862' TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOTS 93, 93-B01, 93-B02, 93-B03, 93-B04, 93-B-05, 93-B06, 93-B10, 93-B11, 93-B12, 93-B13, 93-B14 AND 93.01 IN BLOCK 1 (INCLUDING THE BOARDWALK RIGHT-OF-WAY) AS SHOWN ON THE ATLANTIC CITY TAX MAP

**CAESARS GARAGE 1:**

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF MISSOURI AVENUE (50.00' WIDE) AND THE NORTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 27° 28' 00" WEST IN AND ALONG THE EASTERLY LINE OF MISSOURI AVENUE A DISTANCE OF 93.50' TO A POINT IN THE SOUTHERLY LINE OF LOT 9; THENCE
2. NORTH 62° 32' 00" EAST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 50.00' TO A POINT; THENCE
3. NORTH 27° 28' 00" WEST PARALLEL WITH MISSOURI AVENUE A DISTANCE OF 56.50' TO A POINT; THENCE
4. SOUTH 62° 32' 00" WEST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 50.00' TO A POINT IN THE EASTERLY LINE OF MISSOURI AVENUE; THENCE
5. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 290.00' TO A POINT IN THE SOUTHERLY LINE OF LOT 1; THENCE
6. NORTH 62° 32' 00" EAST IN AND ALONG SAME AND PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 25.00' TO A POINT; THENCE
7. NORTH 27° 28' 00" WEST PARALLEL WITH MISSOURI AVENUE A DISTANCE OF 43.43' TO A POINT; THENCE
8. SOUTH 52° 41' 04" EAST A DISTANCE OF 55.47' TO A POINT; THENCE
9. SOUTH 87° 59' 50" EAST A DISTANCE OF 67.58' TO A POINT; THENCE
10. NORTH 62° 32' 00" EAST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 243.13' TO A POINT IN THE WESTERLY LINE OF ARKANSAS AVENUE (50.00' WIDE); THENCE
11. SOUTH 27° 28' 00" EAST IN AND ALONG SAME A DISTANCE OF 400.00' TO THE NORTHWEST LINE OF PACIFIC AVENUE; THENCE
12. SOUTH 62° 32' 00" WEST IN AND ALONG SAME A DISTANCE OF 350.60' TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOT 1.02 IN BLOCK 161 AS SHOWN ON THE ATLANTIC CITY TAX MAP.

NOTE: LOT 7 IS NO LONGER A MATTER OF RECORD.

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**CAESARS GARAGE 2:**

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF MICHIGAN AVENUE (50.00' WIDE) AND THE NORTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. SOUTH 62° 32' 00" WEST IN AND ALONG THE NORTHERLY LINE OF PACIFIC AVENUE A DISTANCE OF 350.00' TO THE EASTERLY LINE OF ARKANSAS AVENUE (50.00' WIDE); THENCE
2. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 414.00' TO THE SOUTHERLY LINE OF LOTS FRONTING ON ATLANTIC AVENUE (100.00' WIDE); THENCE
3. NORTH 62° 32' 00" EAST IN AND ALONG SAME, PARALLEL WITH ATLANTIC AVENUE A DISTANCE OF 350.00' TO THE WESTERLY LINE OF MICHIGAN AVENUE; THENCE
4. SOUTH 27° 28' 00" EAST IN AND ALONG SAME A DISTANCE OF 414.00' TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOTS 1.02 AND 1.03 IN BLOCK 159 AS SHOWN ON THE ATLANTIC CITY TAX MAP

**CAESARS SURFACE PARKING:**

BEING KNOWN AND DESIGNATED AS LOT 21.01 IN BLOCK 157 AS SHOWN ON A MAP ENTITLED "MINOR SUBDIVISION PLAN, BLOCK 157, LOT 21, CITY OF ATLANTIC CITY, ATLANTIC COUNTY, NJ" BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF MICHIGAN AVENUE (50.00' WIDE) AND THE NORTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE PREPARED BY ARTHUR W. PONZIO COMPANY AND ASSOCIATES, INC, DATED JUNE 27, 2013, LAST REVISED DECEMBER 12, 2013 AND FILED IN THE ATLANTIC COUNTY CLERK'S OFFICE ON MAY 29, 2014 AS MAP NO 2014030575.

TOGETHER WITH DEED OF EASEMENT FOR PARKING AND ACCESS FROM CASINO REINVESTMENT DEVELOPMENT AUTHORITY TO BOARDWALK REGENCY CORPORATION, DATED DECEMBER 27, 2013, RECORDED JANUARY 7, 2014 AS INSTRUMENT NO 2014001024.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOT 21.01 IN BLOCK 157 AS SHOWN ON THE ATLANTIC CITY TAX MAP.

Atlantic City (Caesars New Jersey)

**CAESAR'S EGG HARBOR**

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF EAST ATLANTIC AVENUE A DISTANCE OF 1500 FEET NORTHWESTWARDLY FROM THE FORMER CENTERLINE OF FIRST AVENUE (NOW VACATED) AND EXTENDING; THENCE

1. NORTHWESTWARDLY IN AND ALONG THE SAID NORTHWESTERLY LINE OF EAST ATLANTIC AVENUE A DISTANCE OF 355.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF GARDEN STATE PARKWAY; THENCE
2. IN AND ALONG SAME, MAKING AN INTERIOR ANGLE WITH THE PREVIOUS COURSE OF 119 DEGREES 37 MINUTES AND 25 SECONDS A DISTANCE OF 807.29 FEET IN THE SOUTHWESTERLY LINE OF DELILAH ROAD; THENCE
3. SOUTHEASTWARDLY IN AND ALONG SAME, MAKING AN INTERIOR ANGLE OF 90 DEGREES 58 MINUTES 40 SECONDS A DISTANCE OF 876.61 FEET TO THE CORNER OF LOT 9 IN BLOCK 402-1, ALSO BEING THE FORMER EXTENDED CENTERLINE OF UIBEL AVENUE; NOW VACATED; THENCE
4. WESTWARDLY IN AND ALONG SAME, MAKING AN INTERIOR ANGLE OF 59 DEGREES 23 MINUTES AND 55 SECONDS A DISTANCE OF 1148.02 FEET TO THE NORTHEASTERLY LINE OF EAST ATLANTIC AVENUE AND POINT AND PLACE OF BEGINNING

EXCEPTING THEREOUT AND THEREFROM THOSE PORTIONS OF LOTS IN BLOCKS 21-D, AND 28-D OF THE PLEASANTVILLE TERRACE THAT ARE CONTAINED WITHIN THE GARDEN STATE PARKWAY RIGHT-OF-WAY AS SHOWN ON PLAN SHEETS 7 AND 8, SECTION 11, GARDEN STATE PARKWAY.

KNOWN AND DESIGNATED AS LOT 1 BLOCK 901 IN THE TOWNSHIP OF EGG HARBOR, ATLANTIC COUNTY, NEW JERSEY

Bally's Atlantic City

**BALLYS PARK PLACE HOTEL:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND AND PREMISES SITUATE, LYING, AND BEING IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, BOUNDED AND

DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF POP LLOYD BOULEVARD (74.00’ WIDE) AND THE EASTERLY LINE OF MICHIGAN AVENUE (50.00’ WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 62° 32’ 00” EAST IN AND ALONG THE SOUTHERLY LINE OF POP LLOYD BOULEVARD A DISTANCE OF 402.35’ TO A POINT; THENCE
2. NORTH 27° 28’ 00” WEST PARALLEL WITH MICHIGAN AVENUE A DISTANCE OF 84.00’ TO THE NORTH LINE OF LOT 4 IN BLOCK 44; THENCE
3. NORTH 62° 32’ 00” EAST A DISTANCE OF 145.60’ TO THE WEST LINE OF PARK PLACE (60.00’ WIDE); THENCE
4. SOUTH 27° 28’ 00” EAST IN AND ALONG SAME A DISTANCE OF 615.31’ TO A POINT IN THE CURVED INTERIOR LINE OF PARK; THENCE
5. SOUTHWESTWARDLY IN AND ALONG SAME AND CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1679.20’ AN ARC DISTANCE OF 20.05’ TO A POINT OF TANGENCY IN SAME; THENCE
6. SOUTH 73° 42’ 26.6” WEST STILL IN AND ALONG SAME A DISTANCE OF 538.51’ TO THE EASTERLY LINE OF MICHIGAN AVENUE; THENCE
7. NORTH 27° 28’ 00” WEST IN AND ALONG SAME A DISTANCE OF 422.95’ TO THE POINT AND PLACE OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:**

BEGINNING AT A POINT IN THE EASTERLY LINE OF MICHIGAN AVENUE (950 FEET WIDE) DISTANT 715.20 FEET AS MEASURED ALONG THE EASTERLY LINE OF MICHIGAN AVENUE FROM THE SOUTHERLY LINE OF PACIFIC AVENUE (60 FEET WIDE) THENCE FROM SAID BEGINNING POINT;

1. EASTERLY, PARALLEL WITH PACIFIC AVENUE, 59.50 FEET TO A POINT; THENCE
2. SOUTHERLY, PARALLEL WITH MICHIGAN AVENUE, 33.00 FEET TO A DRILL HOLE; THENCE
3. EASTERLY, PARALLEL WITH PACIFIC AVENUE, 76.85 FEET TO A NAIL; THENCE
4. SOUTHERLY, PARALLEL WITH MICHIGAN AVENUE, 21.12 FEET TO A NAIL; THENCE

5. EASTERLY, PARALLEL WITH PACIFIC AVENUE, 66.00 FEET TO A POINT WHICH IS DISTANT 150 FEET WESTERLY OF THE WESTERLY LINE OF OHIO AVENUE (50 FEET WIDE); THENCE
6. SOUTHERLY, PARALLEL WITH MICHIGAN AVENUE, 1230.68 FEET TO THE EXTERIOR LINE IN THE ATLANTIC OCEAN ESTABLISHED BY THE RIPARIAN COMMISSIONERS OF NEW JERSEY; THENCE
7. WESTERLY, PARALLEL WITH PACIFIC AVENUE, IN AND ALONG SAID EXTERIOR LINE, 202.35 FEET TO THE EASTERLY LINE OF MICHIGAN AVENUE IF SAME WERE EXTENDED SOUTHERLY; THENCE
8. NORTHERLY, IN AND ALONG THE EASTERLY LINE OF MICHIGAN AVENUE, IF EXTENDED, 1284.80 FEET TO THE POINT AND PLACE OF BEGINNING

Together with the beneficial easement rights as set forth in Access and Parking Agreement recorded in VOL 13723 CFN#201412082.

Together with the beneficial easement rights as set forth in Easement Agreement Recorded in VOL 13724 CFN #2014012083.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOTS 1 & 3 IN BLOCK 45 AND LOT 4 IN BLOCK 44 AS SHOWN ON THE ATLANTIC CITY TAX MAP

**BOARDWALK PARCEL:**

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF MICHIGAN AVENUE (50 FEET WIDE) DISTANT 715.20 FEET AS MEASURED ALONG THE EASTERLY LINE OF MICHIGAN AVENUE FROM THE SOUTHERLY LINE OF PACIFIC AVENUE (60 FEET WIDE) THENCE FROM SAID BEGINNING POINT;

1. NORTH 62 DEGREES 32 MINUTES 00 SECONDS EAST, PARALLEL WITH PACIFIC AVENUE, 59.50 FEET TO A POINT; THENCE
2. SOUTH 27 DEGREES 28 MINUTES 00 SECONDS EAST, PARALLEL WITH MICHIGAN AVENUE, 33.00 FEET TO A POINT; THENCE
3. NORTH 62 DEGREES 32 MINUTES 00 SECONDS EAST, PARALLEL WITH PACIFIC AVENUE, 76.85 FEET TO A POINT; THENCE

4. SOUTH 27 DEGREES 28 MINUTES 00 SECONDS EAST, PARALLEL WITH MICHIGAN AVENUE, 21.12 FEET TO A POINT; THENCE
5. NORTH 62 DEGREES 32 MINUTES 00 SECONDS EAST, PARALLEL WITH PACIFIC AVENUE, 66.00 FEET; THENCE
6. SOUTH 27 DEGREES 28 MINUTES 00 SECONDS EAST, PARALLEL WITH MICHIGAN AVENUE, A DISTANCE OF 1230.68 FEET TO A POINT IN THE RIPARIAN COMMISSIONERS LINE 2000 FEET SOUTH OF PACIFIC AVENUE; THENCE
7. SOUTH 62 DEGREES 32 MINUTES 00 SECONDS WEST IN AND ALONG SAME A DISTANCE OF 202.35 FEET TO A POINT IN THE EAST LINE OF MICHIGAN AVENUE IF EXTENDED; THENCE
8. NORTH 27 DEGREES 28 MINUTES 00 SECONDS WEST, IN AND ALONG SAME A DISTANCE OF 1284.80 FEET TO THE POINT AND PLACE OF BEGINNING.

Together with the beneficial easement rights as set forth in Access and Parking Agreement recorded in VOL 13723 CFN#201412082.

Together with the beneficial easement rights as set forth in Easement Agreement Recorded in VOL 13724 CFN #2014012083.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOTS 5 IN BLOCK 45 AS SHOWN ON THE ATLANTIC CITY TAX MAP. NOTE: Lands lying waterward of the Interior Line of the Public Park are assessed to the City of Atlantic City as Tax Lot 98 Block 1)

**BALLY PARK PLACE GARAGE:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND AND PREMISES SITUATE, LYING, AND BEING IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND THE EASTERLY LINE OF MICHIGAN AVENUE (50.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 62° 32' 00" EAST IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE A DISTANCE OF 352.35' TO THE WESTERLY LINE OF OHIO AVENUE (50.00' WIDE); THENCE



2. SOUTH 27° 28' 00" EAST IN AND ALONG SAME A DISTANCE OF 360.00' TO A POINT IN THE NORTHERLY LINE OF POP LLOYD BOULEVARD (74.00' WIDE); THENCE
3. SOUTH 62° 32' 00" WEST PARALLEL IN AND ALONG SAME A DISTANCE OF 352.35' TO THE EASTERLY LINE OF MICHIGAN AVENUE; THENCE
4. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 360.00' TO THE POINT AND PLACE OF BEGINNING.

Together with the beneficial easement rights as set forth in Access and Parking Agreement recorded in VOL 13723 CFN#201412082.

Together with the beneficial easement rights as set forth in Easement Agreement Recorded in VOL 13724 CFN #2014012083.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOT 1 IN BLOCK 43 AS SHOWN ON THE ATLANTIC CITY TAX MAP

**WILD WEST CASINO:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND AND PREMISES SITUATE, LYING, AND BEING IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00' WIDE) AND THE EASTERLY LINE OF ARKANSAS AVENUE (50.00' WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. NORTH 62° 32' 00" EAST IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE A DISTANCE OF 350.00' TO THE WESTERLY LINE OF MICHIGAN AVENUE (50.00' WIDE); THENCE
2. SOUTH 27° 28' 00" EAST IN AND ALONG SAME A DISTANCE OF 847.08' TO A POINT IN THE INTERIOR LINE OF PARK; THENCE
3. SOUTH 73° 42' 27" WEST IN AND ALONG SAME A DISTANCE OF 332.25' TO A POINT OF CURVATURE IN SAME; THENCE
4. STILL IN AND ALONG SAME AND CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1259.09' AN ARC DISTANCE OF 24.86' TO THE EASTERLY LINE OF ARKANSAS AVENUE; THENCE

- 
5. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 105.00' TO THE SOUTHERLY LINE OF LOT 4.01 IN BLOCK 43; THENCE
  6. NORTH 62° 32' 00" EAST IN AND ALONG SAME, PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 200.00' TO A POINT; THENCE
  7. NORTH 27° 28' 00" WEST PARALLEL WITH ARKANSAS AVENUE A DISTANCE OF 173.19' TO A POINT; THENCE
  8. SOUTH 62° 32' 00" WEST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 12.50' TO A POINT; THENCE
  9. NORTH 27° 28' 00" WEST PARALLEL WITH ARKANSAS AVENUE A DISTANCE OF 50.00' TO A POINT; THENCE
  10. SOUTH 62° 32' 00" WEST PARALLEL WITH PACIFIC AVENUE A DISTANCE OF 187.50' TO THE WESTERLY LINE OF ARKANSAS AVENUE; THENCE
  11. NORTH 27° 28' 00" WEST IN AND ALONG SAME A DISTANCE OF 450.00' TO THE POINT AND PLACE OF BEGINNING.

Together with the beneficial easement rights as set forth in Declaration of Cross Easements recorded in Deed Book 6619, page 86.

FOR INFORMATION PURPOSES ONLY: KNOWN AS LOT 1 IN BLOCK 42 AS SHOWN ON THE ATLANTIC CITY TAX MAP.

**HUMMOCK AVENUE PARCEL:**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND AND PREMISES SITUATE, LYING, AND BEING IN THE CITY OF ATLANTIC CITY, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH LINE OF HUMMOCK AVENUE (50.00' WIDE) A DISTANCE OF 252.76' SOUTHWEST OF OHIO AVENUE (50.00' WIDE) AND EXTENDING; THENCE

1. NORTH 62° 32' 00" EAST IN AND ALONG THE SOUTHERLY LINE OF HUMMOCK AVENUE A DISTANCE OF 69.76' TO A POINT; THENCE
2. SOUTH 27° 28' 00" EAST PARALLEL WITH OHIO AVENUE AND AT RIGHT ANGLES TO HUMMOCK AVENUE A DISTANCE OF 121.00' TO A POINT; THENCE

- 
3. SOUTH 62° 32' 00" WEST PARALLEL WITH HUMMOCK AVENUE A DISTANCE OF 3.53' TO A POINT DISTANT 152.00' NORTHEAST OF BACHARACH BOULEVARD; THENCE
  4. NORTH 76° 40' 59" WEST PARALLEL WITH BACHARACH BOULEVARD A DISTANCE OF 15.44 TO A POINT; THENCE
  5. SOUTH 13° 19' 00" WEST AT RIGHT ANGLES TO BACHARACH BOULEVARD A DISTANCE OF 76.00' TO A POINT; THENCE
  6. NORTH 76° 40' 59" WEST PARALLEL WITH BACHARACH BOULEVARD A DISTANCE OF 10.00' TO A POINT; THENCE
  7. NORTH 13° 19' 00" EAST AT RIGHT ANGLES TO BACHARACH BOULEVARD A DISTANCE OF 76.00' TO A POINT; THENCE
  8. NORTH 76° 40' 59" WEST PARALLEL WITH BACHARACH BOULEVARD A DISTANCE OF 103.50' TO A POINT; THENCE
  9. NORTH 12° 59' 55" EAST A DISTANCE OF 48.57' TO THE SOUTHERLY LINE OF HUMMOCK AVENUE AND THE POINT AND PLACE OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS WITH OTHERS OVER THE FOLLOWING DESCRIBED RIGHT OF WAY:

BEGINNING AT A POINT IN THE NORTHEAST LINE OF BACHARACH BLVD. (70 FEET WIDE) DISTANT 570.5 FEET SOUTHEAST OF ARKANSAS AVENUE (60 FEET WIDE) AND EXTENDING THENCE:

1. NORTHEASTWARDLY AT RIGHT ANGLES TO BACHARACH BLVD. 152 FEET; THENCE
2. SOUTHEASTWARDLY PARALLEL WITH BACHARACH BLVD. 20 FEET; THENCE
3. SOUTHWESTWARDLY AT RIGHT ANGLES TO BACHARACH BLVD 152 FEET TO THE NORTHEAST LINE OF BACHARACH BLVD.; THENCE
4. NORTHWESTWARDLY IN AND ALONG BACHARACH BLVD 20 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING KNOWN AS LOTS 20, 21 & 22 IN BLOCK 488 OF THE ATLANTIC CITY TAX MAP

AIR RIGHTS OVER MICHIGAN AVENUE:

TRACT I:

BEGINNING AT A POINT IN THE WESTERLY LINE OF MICHIGAN AVENUE (50.00 WIDE), SAID POINT BEING DISTANT 239.00 FEET SOUTH OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00 FEET WIDE), AND EXTENDING; THENCE

1. NORTH 62 DEGREES 32 MINUTES 00 SECONDS EAST, PARALLEL WITH PACIFIC AVENUE AND CROSSING MICHIGAN AVENUE, A DISTANCE OF 50.00 FEET TO THE EASTERLY LINE OF MICHIGAN AVENUE; THENCE
2. SOUTH 27 DEGREES 28 MINUTES 00 SECONDS EAST IN AND ALONG THE EASTERLY LINE OF MICHIGAN AVENUE A DISTANCE OF 50.00 FEET; THENCE
3. SOUTH 62 DEGREES 32 MINUTES 00 SECONDS WEST, PARALLEL WITH PACIFIC AVENUE AND CROSSING MICHIGAN AVENUE A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF MICHIGAN AVENUE; THENCE
4. NORTH 27 DEGREES 28 MINUTES 00 SECONDS WEST IN AND ALONG THE WESTERLY LINE OF MICHIGAN AVENUE, A DISTANCE OF 50.00 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING AN AREA ABOVE THE HORIZONTAL PLACE OF MICHIGAN AVENUE BETWEEN ELEVATION 46.00 FEET AND ELEVATION 46.00 FEET 6 INCHES SAID ELEVATIONS IN REFERENCE TO U.S.C. AND G.S. DATUM

(ELEVATION 0.00 =MEAN SEA LEVEL)

FOR INFORMATION ONLY: BEING KNOWN AS KNOWN AS LOT 6 IN BLOCK 42 OF THE ATLANTIC CITY TAX MAP

TRACT II

BEGINNING AT A POINT IN THE WESTERLY LINE OF MICHIGAN AVENUE (50.00 WIDE) SAID POINT BEING DISTANT 503.17 FEET SOUTH OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60.00 FEET WIDE) AND EXTENDING FROM SAID BEGINNING POINT; THENCE

1. SOUTH 27 DEGREES 28 MINUTES EAST IN AND ALONG THE EASTERLY LINE OF MICHIGAN AVENUE, A DISTANCE OF 27.16 FEET; THENCE

2. SOUTH 39 DEGREES 32 MINUTES 00 SECONDS WEST, CROSSING MICHIGAN AVENUE A DISTANCE OF 54.32 FEET TO THE WESTERLY LINE OF MICHIGAN AVENUE; THENCE

3. NORTH 27 DEGREES 28 MINUTES WEST IN AND ALONG THE WESTERLY LINE OF MICHIGAN AVENUE, A DISTANCE OF 27.16 FEET; THENCE

4. NORTH 39 DEGREES 32 MINUTES 00 SECONDS EAST, CROSSING MICHIGAN AVENUE A DISTANCE OF 54.32 FEET TO THE EASTERLY LINE OF MICHIGAN AVENUE; THE POINT AND PLACE OF BEGINNING.

THE BOTTOM OF THE PROPOSED AIR RIGHTS WILL BE AT AN ELEVATION OF 20.00 N.G.V.D. DATUM (MEAN SEA LEVEL= 0.00) AND THE TOP OF THE AIR RIGHTS WILL BE AT ELEVATION 46.00

FOR INFORMATION ONLY: BEING KNOWN AS KNOWN AS LOT 7 IN BLOCK 42 OF THE ATLANTIC CITY TAX MAP

AIR RIGHTS OVER OHIO AVENUE:

METES AND BOUNDS DESCRIPTION for proposed air rights above Ohio Avenue required in conjunction with the Baily's—Claridge Connection Project, situate in the City of Atlantic City, County of Atlantic and State of New Jersey being bounded and described as follows:

BEGINNING at a point in the easterly line of Ohio Avenue (50' wide), South 27 degrees, 28 minutes, 00 seconds East 350.00' from the southerly line of Pacific Avenue (60' wide), and extending from said beginning point; thence

1. South 27 degrees 28 minutes 00 seconds East in and along the easterly line of Ohio Avenue 10.00' to the northerly line of Pop Lloyd Boulevard (74' wide); thence

2. South 62 degrees 32 minutes 00 seconds West in and along same, parallel with Pacific Avenue 50.00' to the westerly line of Ohio Avenue; thence

3. North 27 degrees 28 minutes 00 seconds West in and along same, 10.00' to a point; thence

4. North 62 degrees 32 minutes 00 seconds East, parallel with Pacific Avenue 50.00 feet to the point and place of BEGINNING.

The above described air rights are located a minimum of 14.00' above the existing grade elevation of Ohio Avenue.

FOR INFORMATION ONLY: BEING KNOWN AS KNOWN AS LOT 4.02 IN BLOCK 44 OF THE ATLANTIC CITY TAX MAP

AIR RIGHTS OVER POP LLOYD BOULEVARD AS SET FORTH IN CITY OF ATLANTIC ORDINANCE NO. 77 OF 1978 AND IN DEED BOOK 3442, PAGE 250.

FOR INFORMATION ONLY: BEING KNOWN AS KNOWN AS LOT 13 IN BLOCK 43 OF THE ATLANTIC CITY TAX MAP

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 42, Lot 1 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 42, Lot 6 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 42, Lot 7 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 43, Lot 1 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 43, Lot 13 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 44, Lot 4 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 44, Lot 4.02 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 45, Lot 1 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 45, Lot 3 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 45, Lot 5 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

Block 488, Lot 23 on the official tax map of the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey

**Harrah’s Lake Tahoe**

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

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Beginning at the intersection of the Easterly right of way line of U.S. Highway 50 as it now exists and the Nevada-California State Line as it now exists, being the true point of beginning; thence Northeasterly along said right of way line of U.S. Highway 50, North 28°02' East, 680.50 feet; thence leaving Highway 50, South 61°58' East, 102.73 feet; thence South 85°19' East, 95.69 feet; thence South 61°58" East, 260.00 feet; thence North 28°02' East, 87.87 feet; thence South 61°58' East, 247.89 feet, more or less, to a point on the existing fence along the Easterly line of that certain parcel of land described as Parcel 2 in the Deed from Park Cattle Company to Harrah's Club, recorded December 28, 1967 in Book 56, Page 334, File No. 39715 Official Records; thence along said fence line, South 32°55' East, 194.91 feet, more or less to a found brass capped concrete monument marked RE 933; thence continuing along a fence on the Easterly line of that certain parcel of land described as Parcel 2 in the previously mentioned Deed, South 0°25'42" East, 783.03 feet to a point on the North line of the Southeast ¼ of the Southeast ¼ of Section 27, Township 13 North, Range 18 East, M.D.B.&M., said point being marked on the ground by a found brass capped concrete monument marked RE 933; thence Easterly along said line, South 89°51'54" East, 279 feet, more or less, to the West line of the proposed relocation of U.S. Highway 50 right of way; thence Southwesterly and Northwesterly along said line of the proposed relocation of U.S. Highway 50, the following courses per Highway bearings and distances: South 45°26'04" West, 62.60 feet; thence South 62°56'14" West 193.09 feet; thence South 42°34'22" West, 167.96 feet; thence North 73°22'13" West, 88.54 feet; thence North 59°10'02" West, 101.98 feet; thence North 47°54'42" West, 388.23 feet, along a curve to the left the tangent of which bears the last described course with a radius of 500.00 feet through a central angle of 20°36'41" for an arc distance of 179.87 feet to a point on the Nevada-California State Line as it now exists; thence Westerly along the Nevada-California State Line to the point of its intersection with the Easterly line of U.S. Highway 50 as it now exists, to the true point of beginning.

EXCEPTING THEREFROM that portion of said land deeded to Douglas County, a political subdivision of the State of Nevada, by Deed recorded January 9, 1979 in Book 1642, File No. 29467, Official Records.

APN: 1318-27-002-005 and 007

Document No. 723806 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 2:

Together with non-exclusive easements and right-of-way for pedestrian and vehicular ingress and egress; and perpetual exclusive encroachment and maintenance easements, as set forth in that certain Reciprocal Easement Agreement recorded May 10, 1990 in Book 590, Page 1628 Doc/Inst. No. 225749, Official Records.

PARCEL 3:

Together with non-exclusive easements for Parking, UST Use and Access Areas and for vehicular and pedestrian ingress egress as described and delineated in that certain document entitled Easement Agreement, recorded February 26, 2010, in Book 210, Page 5424, as Document No. 759333, Official Records.

PARCEL 4:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 15 North, Range 20 East, M.D.B.&M.

EXCEPTING THEREFROM, any portion thereof, lying within Cochise Street, W. Roland Street, S. Carson Street or U.S. Highway 50 West.

APN: 9-284-01

**Harvey's Lake Tahoe (Tahoe Garage Propco).(Nevada).(leasehold interest).**

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

PARCEL 1:

A parcel of land located within a portion of Section 27, Township 13 North, Range 10 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada state line and the Westerly right-of-way line at U.S. Highway 50;

Thence N. 48°42'34" W., 990.12 feet along the California-Nevada state line to the POINT OF BEGINNING;

Thence N. 48°42'34" W., 117.90 feet along the California-Nevada state line;

Thence N. 30°18'30" E., 172.01 feet;

Thence N. 70°15'01" W., 157.23 feet;

Thence N. 29°43'25" W., 86.29 feet;

Thence N. 00°50'44" E., 33.27 feet;

Thence N. 62°26'55" W., 72.14 feet to a point on the Easterly right-of-way line of Stateline Loop Road;



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Thence N. 23°57'13" E., 121.09 feet along said Easterly right-of-way line;

Thence along said Easterly right-of-way line 144.33 feet along the arc of a curve to the right having a central angle of

07°04'04" and a radius of 1170.00 feet (chord bears N. 27°29'15" E., 144.24 feet);

Thence S. 62°03'50" E., 1396.61 feet to a point on the Westerly right-of-way line of U.S. Highway 50;

Thence S. 27°57'22" W., 296.01 feet along the Westerly right-of-way of U.S. Highway 50;

Thence N. 62°02'38" W., 289.93 feet;

Thence N. 80°14'14" W., 709.00 feet to the POINT OF BEGINNING

Document No. 434235 is provided pursuant to the requirements of Section 6.NRS 111.312.

#### PARCEL 2:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada state line and the Westerly right-of-way line of U.S. Highway 50;

Thence N. 48°42'34" W., 1108.02 feet along the California -Nevada state line to the POINT OF BEGINNING;

Thence N. 48°42'34" W., 306.26 feet along the California-Nevada state line to a point on the Easterly right-of-way line of Stateline Loop Road;

Thence N. 23°57'13" E., 154.41 feet along the Easterly right-of-way line of Stateline Loop Road;

Thence S. 62°26'55" E., 72.14 feet;

Thence S. 00°50'44" W., 33.27 feet;

Thence S. 29°43'25" E., 86.29 feet;

Thence S. 70°15'01" E., 157.23 feet;

Thence S. 30°18'30" W., 172.01 feet to the POINT OF BEGINNING.

Document No. 434233 is provided pursuant to the requirements of Section 6.NRS 111.312.

The above Parcel 1 and 2 is also described as a whole parcel by that certain legal description contained in the Boundary Line Adjustment Grant Bargain, Sale Deed recorded March 8, 2013 as Document No. 819513 as follows:

A parcel of land located within Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point being the intersection the Easterly right-of-way line of Lake Parkway and the California-Nevada State Line which bears S.  $50^{\circ}37'18''$  W., 3759.09 feet from the Northeast corner of said Section 27;

Thence N.  $23^{\circ}59'13''$  E., along said Easterly right-of-way line, 275.26 feet;

Thence, continuing along said Easterly right-of-way line, 144.26 feet along the arc of a curve to the right having a central angle of  $07^{\circ}03'51''$  and a radius of 1,170.00 feet, (chord bears N.  $27^{\circ}31'09''$  E., 144.16 feet);

Thence S.  $62^{\circ}01'24''$  E., 293.17 to a brass cap at the Southwesterly corner of the 20.836 acre Park Cattle Company parcel as shown on the Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Co., Document No. 274260, of the Douglas County Recorder's office;

Thence S.  $62^{\circ}01'24''$  E., along the Southwesterly line of said parcel, 1105.54 to the Northwesterly right-of-way line of U.S. Highway 50;

Thence S.  $27^{\circ}59'57''$  W., along said right-of-way line, 296.01 feet to the Northeasterly corner of the Harvey's Tahoe Management Company, Inc. parcel as described in the deed, Document No. 723806, of the Douglas County Recorder's office;

Thence along the Northerly line of said Harvey's parcel the following four courses;

N.  $62^{\circ}00'03''$  W., 289.93 feet;

N.  $80^{\circ}11'39''$  W., 613.21 feet;

S.  $48^{\circ}39'46''$  E., 11.05 feet;

N.  $80^{\circ}11'39''$  W., 95.61 feet to a point on the California-Nevada State Line;

Thence N.  $48^{\circ}39'46''$  W., along said State Line, 12.93 feet to a G.L.O. brass cap State Line monument as shown on said Record of Survey, Document No. 274260;

Thence N.  $48^{\circ}42'34''$  W., continuing along said State Line, 424.48 feet to the POINT OF BEGINNING.

Said land is also shown on the Record of Survey to Support a Boundary Line Adjustment for Edgewood Companies, F.K.A. Park Cattle Company, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on March 8, 2013, in Book 313, Page 1687, as File No. 819512, Official Records.

APN: 1318-27-001-013

Document No. 819513 is provided pursuant to the requirements of Section 6.NRS 111.312.

**Harvey's Lake Tahoe (Harveys Tahoe Management Company)**

PARCEL 3:

All that certain piece or parcel of land situate in the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 13 North, Range 18 East, M.D.B.&M., County of Douglas, State of Nevada, described as follows:

BEGINNING at the intersection of the California-Nevada State line with the Westerly line of U.S. Highway 50; thence North

27°57'22" East along the Westerly line of said U.S. Highway 50, a distance of 154.80 feet; thence North 56°30" West, a distance of 291.50 feet; thence North 27°57'22" East, a distance of 266.35 feet to a point on the Northerly line of parcel conveyed to Harvey Gross, et al, by Deed recorded June 2, 1944, in Book W of Deeds, Page 597, Douglas County, Nevada, records; thence along the Northerly line of said parcel North 80°14'14" West, a distance of 613.15 feet to the Northeasterly corner of parcel conveyed to William McCallum, et al, by Deed recorded November 24, 1952, in Book A-1 of Deeds, Page 351, Douglas County, Nevada, records; thence along the Northeasterly and Southeasterly line of said McCallum parcel, the two following courses and distances: South 48°43'15" East, a distance of 211.24 feet and South 41°16'45" West, a distance of 50.00 feet to a point on said California-Nevada State Line; thence South 48°43'15" East along the last mentioned line, a distance of 697.47 feet to the POINT OF BEGINNING, said parcel being further shown as Parcel No. 1 of that certain Record of Survey filed for record in the office of the County Recorder on June 29, 1971 as File No. 60370, in Book 102, Page 544.

A portion of APN: 1318-27-002-002

Document No. 723806 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 4:

That portion of the Southeast  $\frac{1}{4}$  of Section 27, Township 13 North, Range 18 East, M.D.B.&M., that is described as follows:

Commencing at a point on the Westerly right-of-way line of the Nevada State Highway U.S. 50, which is 154.80 feet North 27°57'22" East of the intersection of the California-Nevada State Line boundary with the Westerly right of way of the Nevada U.S. Route 50; thence first course

North 27°57'22" East, a distance of 389.99 feet to a point on the Westerly right of way line of the Nevada State Highway U.S. Route 50; thence second course North 80°14'14" West, a distance of 305.18 (305.48 record) feet; thence third course South 27°57'22" West, a distance of 266.35 feet; thence fourth course South 56°30" East, a distance of 291.50 feet to the point of beginning, said land being further shown as Parcel No. 2 on that certain Record of Survey filed for record in the office of the County Recorder of Douglas County, Nevada on June 29, 1971 as File No. 60370, in Book 102, Page 544.

EXCEPTING THEREFROM a parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

Commencing at a point lying at the intersection of California-Nevada State line and the Westerly right of way line of U.S. Highway 50; thence North 27°57'22" East, 449.50 feet along the Westerly right of way line of U.S. Highway 50 to the point of beginning; thence North 62°02'38" West, 289.93 feet to the Northwest corner of Parcel 2 as shown on the map filed within the Official Records of Douglas County, Nevada on June 29, 1971, in Book 102, Page 544 as Document No. 60370; thence South 80°14'14" East, 305.18 feet along the Northerly line of said Parcel 2 to a point on the Westerly line of U.S. Highway 50; thence South 27°57'22" West, 95.29 feet along said Westerly right of way line of U.S. Highway 50 to the point of beginning.

A portion of APN: 1318-27-002-002

**Harvey's Lake Tahoe (California) (leasehold interest)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH LAKE TAHOE, COUNTY OF EL DORADO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., El Dorado County, California, being more particularly described as follows:

Commencing at a point lying at the intersection of the California-Nevada State Line and the westerly right of way line of U.S. Highway 50; Thence North 48° 42' 34" West, 1104.38 feet along the California-Nevada State Line to the point of beginning; thence South 88° 32' 23" West, 290.89 feet along the Northerly right of way line of Stateline Avenue; thence along the Easterly right of way line of Stateline Loop Road, 37.84 feet along the arc of a curve to the right having a central angle of 108° 24' 37" and a radius of 20.00 feet (chord bears North 37° 15' 44" West, 32.44 feet); thence continuing along the Easterly right of way line of Stateline Loop Road, 75.86 feet along the arc of a non-tangent compound curve having a central angle of 07° 00' 36" and a radius of 620.00 feet (chord bears North 20° 26' 55" East, 75.81 feet); thence North 23° 57' 13" East, 125.90 feet to a point on the California-Nevada State Line; thence departing said Easterly right of way line of Stateline Loop Road, South 48° 42' 34" East, 309.89 feet along the California-Nevada State Line to the point of beginning.

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**Harrah's Reno**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

**PARCEL 1A:**

Lot 13, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

**PARCEL 1B:**

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-37

**PARCEL 2A:**

Lots 14 and 15, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

**PARCEL 2B:**

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-38

**PARCEL 3A:**

Lot 16, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

**PARCEL 3B:**

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-39

**PARCEL 4A:**

Lot 17, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 4B:

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-40

PARCEL 5A:

Lot 18 and the West 1/2 of Lot 19, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 5B:

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-41

PARCEL 6A:

The East one-half of Lot 19 and the West 4 feet of Lot 20, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871. The East 21 feet of Lot 20, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 6B:

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-42

PARCEL 7A:

Lots 21 through 24, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

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PARCEL 7B:

All that portion of East Douglas Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-43

PARCEL 8A:

The North 15 feet of Lot 3 and the South 32 feet of Lot 4, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 8B:

All that portion of Lincoln Alley granted by Order of Abandonment recorded February 22, 2000, as Document No.2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-45

PARCEL 9A:

The North 18 feet of Lot 4, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 9B:

All that portion of Lincoln Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-46

PARCEL 10A:

The South half of Lot 5 and the North 6 inches(10 inches more or less per Survey) of Lot 4, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871. The North half of Lot 5, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof,

filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 10B:

All that portion of Lincoln Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-47

PARCEL 11A:

Lot 6, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 11B:

All that portion of East Douglas Alley and Lincoln Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, Official Records Washoe County, State of Nevada.

APN: 011-052-48

PARCEL 12:

Parcel 2 as shown on “Parcel Map 3531 for G and S Investment Company, a Nevada Limited Partnership a portion of Original Reno Townsite Between Blocks H and P-Section 11, T19N, R19E, MDM, Reno, Washoe County, Nevada”, recorded June 18, 1999, Document No. 2352376 in the Office of the County Recorder of Washoe County, Nevada.

APN: 011-370-50

### **Harrah’s Reno**

PARCEL 13A: The Northerly 36 feet of Lot 2, and the Southerly 35 feet of Lot 3 in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 13B: All that portion of Lincoln Alley granted by Order of Abandonment recorded March 19, 1990, as Document No. 1386768, Official Records Washoe County, State of Nevada. APN: 011-052-32

PARCEL 14A: Lot 1 and the South 14 feet of Lot 2, in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 14B: All that portion of Lincoln Alley granted by Order of Abandonment recorded March 19, 1990, as Document No. 1386768, Official Records Washoe County, State of Nevada. APN: 011-052-33



PARCEL 15A: Lots 7, 8, 9, 10, 11 and 12 in Block P of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 15B: All that portion of East Douglas Alley and Lincoln Alley granted by Order of Abandonment recorded February 22, 2000, as Document No. 2423996, and Lincoln Alley granted by Order of Abandonment recorded March 19, 1990, as Document No. 1386768, Official Records Washoe County, State of Nevada APN: 011-052-35, 36 and 44

PARCEL 16: Portions of public streets within the City of Reno, as shown on the official map of Town of Reno, Washoe County, Nevada, August 1, 1868, being more particularly described as follows: Beginning at the southwesterly corner of Lot 13 of Block P of the Town of Reno and proceeding thence in a southerly direction along the westerly line of said Block to the southwesterly corner of said Block; Thence proceeding along the southerly line of said Block in an easterly direction to the southeasterly corner of said Block; Thence proceeding along the easterly line of said block corner in a northerly direction to the southeasterly of Lot 24 of said Block; Thence proceeding along the easterly prolongation of the southerly line of said Lot 24 to the centerline of North Center Street; Thence along said line in a southerly direction to the centerline of East Second Street; Thence along said line in a westerly direction to the centerline of North Virginia Street; Thence along said line a northerly direction to the westerly prolongation of the southerly line of said Lot 13; Thence along said line in an easterly direction to the TRUE POINT OF BEGINNING. Document Number 2910777 is provided pursuant to the requirements of Section 6.NRS 111.312

PARCEL 17: Portions of public streets and alleys within the City of Reno as shown on the Official Map of the Town of Reno, Washoe County, Nevada, August 1, 1868, being more particularly described as follows: Beginning at the southwesterly corner of Block Q of the Town of Reno and proceeding thence in an easterly direction along southerly line of said Block to the southeasterly corner of said Block; Thence along the easterly line of said Block in a northerly direction 230 feet; Thence in a westerly direction along a line parallel to the southerly line of said block 160 feet; Thence along a line parallel to the easterly line of said Block in a northerly direction 90 feet, to a point on the southerly line of Lot 16 of said Block; Thence in an easterly direction along the southerly lines of Lots 16, 17, 18, 19, 20, 21 and 22, 160 feet to the southeasterly corner of Lot 22 of said Block; Thence along the easterly line of said Lot in a northerly direction 50 feet; Thence along the line parallel to the southerly line of said Block in an easterly direction to a point on the centerline of Lake Street; Thence along said line in a southerly direction 60 feet; Thence in a westerly direction along the line parallel to the southerly line of said Block 190 feet; Thence along a line parallel to the easterly line of said Block in a southerly direction 70 feet; Thence along a line parallel with the southerly line of said Block in an easterly direction 190 feet, to a point on the centerline of Lake Street; Thence along said line in a southerly direction to the center line of East Second Street; Thence along said line in a

westerly direction to the centerline of North Center Street; Thence along said line in a northerly direction 320 feet; Thence easterly along a line parallel to the southerly line of said Block to a point on the westerly of said Block; Thence along said line in a southerly direction 320 feet to the TRUE POINT OF BEGINNING. Document Number 2910777 is provided pursuant to the requirements of Section 6.NRS 111.312

PARCEL 18: Commencing at the Northeast corner of Second Street and Center Street, the same being the Southwest corner of Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; Thence Northerly along the East line of North Center Street, a distance of 51'3"; Thence Easterly a distance of 86 feet to a point 52'6" North of the North side line of Second Street; Thence Easterly parallel with the North side line of Second Street, 54 feet to the West line of an alley running Northerly and Southerly through said Block Q; Thence Southerly along the West line of said alley to the North side line of Second Street; Thence Westerly along the North side line of said Second Street a distance of 140 feet to the point of beginning. APN: 011-071-09

PARCEL 19A: Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 19B: The West one-half of that portion of the North-South alley vacated by the City of Reno, by Order of Abandonment recorded October 29, 1979 in Book 1445, Page 215, File No. 638561, Official Records, and re-recorded November 8, 1979 in Book 1448, Page 951, File No. 640621, Official Records which lies Easterly of the Northerly and Southerly extension of the Easterly line of Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871. APN: 011-071-25

PARCEL 20A: Portion of Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871, being more particularly described as follows: Beginning at a point on the Easterly line of Center Street, 1'3" Northerly from the Southwest corner of Lot 2 of said Block Q; Thence Easterly 86 feet to a point 52'6" Northerly from the North line of Second Street; Thence Easterly parallel with the North line of Second Street, 54 feet to the West line of an alley running Northerly and Southerly through said Block Q; Thence Northerly along the West line of said alley 47'6" to the Northeast corner of Lot 2 in said Block Q; Thence Westerly along the North line of said Lot 2 a distance of 140 feet to the East line of Center Street; Thence Southerly along the East line of Center Street, a distance of 48'9" to the point of beginning.

PARCEL 20B: Lots 4 and 5 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 20C: Lots 8, 9 and 10 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871. EXCEPTING THEREFROM that portion of Lot 10 conveyed to the City of Reno and described in Deed of Dedication recorded January 19, 1995 in Book 4231, Page 972 as Document No. 1865294 of Official Records.

PARCEL 20D: Lot 7 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871. EXCEPTING THEREFROM the North 20 feet of said Lot 7, conveyed to the City of Reno, by Quitclaim Deed recorded September 18, 1979 in Book 1430, page 962, File No. 630152, Official Records.

PARCEL 20E: Lots 11 through 22, inclusive in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 20F: That portion of the North-South alley vacated by the City of Reno, by Order of Abandonment, recorded October 29, 1979 in Book 1445, Page 215, File No. 638561, Official Records, and re-recorded November 8, 1979 in Book 1448, page 951, File No. 640621, Official Records, described as follows: Beginning at the Southeast corner of Lot 1 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; Thence along the Easterly ends of the tier of lots to a point in the Easterly end of Lot 4, 180 feet Northerly of said point of beginning; Thence Easterly at a right angle 20 feet to a point in the Westerly end of Lot 7, 20 feet Southerly of the Northwest corner thereof; Thence along the Westerly ends of the tier of lots, 180 feet to the Southwesterly corner of Lot 10 in said block; Thence at a right angle of 20 feet to the point of beginning. EXCEPTING THEREFROM that portion of the West one-half of said vacated alley which lies Easterly of the Northerly and Southerly extension of the Easterly line of Lot 3 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871.

PARCEL 20G: That portion of the East-West alley vacated by the City of Reno by Order of Abandonment, recorded October 29, 1979 in Book 1445, page 215, File No. 638561 and re-recorded November 8, 1979 in Book 1448, page 951, File No. 640621, Official Records, described as follows: Beginning at the Southwest corner of Lot 11 in Block Q of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 27, 1871; Thence along the Southerly

ends of the tier of lots to a point in the Southerly end of Lot 16, 140 feet Easterly of said point of beginning; Thence Southerly at a right angle 20 feet to the Northeasterly corner of Lot 5 of said Block; Thence along the Northerly line of said Lot 5, 140 feet to the Northwesterly corner of said Lot 5; Thence at right angle 20 feet to the point of beginning. APN: 011-071-26 Document Number 3715997 is provided pursuant to the requirements of Section 6.NRS 111.312

PARCEL 21: Parcel B as shown on the Record of Survey Showing a Lot Line Adjustment for Embassy Suites, Inc., Record of Survey Map No. 3197, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on March 5, 1997, as File No. 2077500, Official Records, being more particularly described as follows: A parcel of land situate in Section 8 and 17, Township 19 North, Range 19 East, M.D.B.&M., Reno, Washoe County, Nevada, and more particularly described as follows: Beginning at a point on the Northerly line of the 14.08 acre parcel as shown on Record of Survey Map No. 2064, from which the Southeast corner of said Section 8 bears South 67°24'08" East a distance of 1405.89 feet; Thence South 55°38'00" West a distance of 217.88 feet; Thence along a tangent circular curve to the right with a radius of 7134.00 feet and a central angle of 16°01'58" an arc length of 1996.27 feet; Thence with a non-tangent line South 36°02'00" East a distance of 78.94 feet; Thence North 56°46'58" East a distance of 196.19 feet; Thence North 69°43'20" East a distance of 171.00 feet; Thence South 82°14'25" East a distance of 41.99 feet; Thence North 82°01'20" East a distance of 283.00 feet; Thence North 66°29'50" East a distance of 101.00 feet; Thence North 38°02'00" East a distance of 209.52 feet; Thence North 62°19'19" East a distance of 379.08 feet; Thence South 87°25'20" East a distance of 174.84 feet; Thence North 88°23'00" East a distance of 96.00 feet; Thence North 55°47'10" East a distance of 642.94 feet; Thence North 34°12'50" West a distance of 159.50 feet to the Point of Beginning. APN: 039-170-24 Document No. 2077499 is provided pursuant to the requirements of Section 6.NRS 111.312.

**Harrah’s Reno**

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Lot 5, 6, 7 and 8 in Block 5 as shown on the map of Evans North Addition, Tract Map No. 24, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada on December 16, 1879.

APN: 007-501-10, 11, 12 and 13

**Bluegrass Downs**

**TRACT 1:**

(Map Number 094-20-01-022)

Beginning at a 1/2" rebar located S. 55° 05' 21" E., 93.65 feet from a 1" iron pipe marking the northeast corner of Stuart Nelson Park, said northeast corner of Stuart Nelson Park located approximately 343 feet west of the centerline of Metcalf Lane, if extended, and located approximately 2436 feet north of the north right-of-way line of Hinkleville Road (U.S. Highway 60); thence from said point of beginning and along the north line of Stuart Nelson Park, N. 55° 05' 21" W., 458.52 feet to a 1/2" rebar located at the southeast corner of J.E.D.D., as recorded in Deed Book 695, Page 849 in the McCracken County Court Clerk's Office; thence along the east line of said J.E.D.D., N. 15° 02' 24" E., 666.47 feet to a 1/2" rebar located on the south line of Illinois Central Railroad; thence along the south line of Illinois Central Railroad, N. 82° 27' 04" E., 561.21 feet to a 1/2" rebar located on the East line of H. G. Ullerich, as recorded in Deed Book 282, Page 113, aforesaid clerk's office; thence along said Ullerich's East line, S. 19° 49' 41" W., 1041.53 feet to the point of beginning.

Being in all respects the same property conveyed to Players Bluegrass Downs, Inc., a Kentucky Corporation, by deed dated and recorded November 22, 1993, in Deed Book 801, Page 408, McCracken County Court Clerk's Office.

**TRACT 2:**

(Map Number 095-30-00-001)

Commencing at a right-of-way monument located on the East side of Metcalf Lane, 46 feet left of centerline station 107+45.00 as shown on the Kentucky Department of Transportation plans for Hinkleville Road, Project No. S.P. 73-6172; thence along the North right-of-way line of Hinkleville Road, S. 87° 07' 11" E., 746.09 feet; thence along the West right-of-way line of Downs Drive, N. 1° 55' 08" E., 400.04 feet to a 1/2" rebar located at the northwest corner of Downs Drive and said rebar being the point of beginning of the property herein described; thence from said point of beginning and along the North line of N. S. Rhodes Property, as recorded in Deed Book 716, Page 626 in the McCracken County Court Clerk's Office, N. 87° 08' 26" W., 440.94 feet to a 1/2" rebar located on the East line of H. W. Roberts, Jr. Property, as recorded in Deed Book 540, Page 295, aforesaid clerk's office; thence along the East line of C. S. Pirtle, as recorded in Deed Book 429, Page 531 and Deed Book 667, Page 704, aforesaid clerk's office, Mary Sue Taylor, as recorded in Deed Book 783, Page 748, aforesaid clerk's office, and Barbara Riley, as recorded in Deed Book 530, Page 688, aforesaid clerk's office, N. 02° 27' 00" E., 719.12 feet to a 1/2" rebar; thence along the North Property line of said Barbara Riley, N. 87° 43' 24" W., 316.20 feet to a 1/2" rebar located at the Northeast corner of Metcalf Lane; thence N. 87° 37' 18" E., 5.00 feet from said northwest corner; thence along the west right-of-way line of Metcalf Lane, 25 feet from and parallel to the centerline thereof, S. 02° 22' 42" W., 92.00 feet to a 1/2" rebar located on the North Line of D. F. Crosthwaite, as recorded in Deed Book 471, Page 564, aforesaid clerk's office; thence along said Crosthwaite's North line, N. 87° 37' 18" W. 317.95 feet to a 1/2" rebar located at the northwest corner of said Crosthwaite; thence N. 02° 25'

25” E. 953.75 feet to a 1/2” rebar located at the southeast corner of Stuart Nelson Park; thence along the East line of Stuart Nelson Park, N. 02° 12’ 35” E., 461.23 feet to a 1” iron pipe located at the Northeast corner of Stuart Nelson Park; thence S. 55° 05’ 21” E., 93.65 feet to a 1/2” rebar; thence N. 19° 49’ 41” E., 40.68 feet to a 1/2” rebar located at the Southwest corner of H. G. Ullerich, as recorded in Deed Book 282, Page 113, aforesaid clerk’s office; thence along the South Line of H. G. Ullerich, as recorded in Deed Book 282, Pages 34 and 113, aforesaid clerk’s office, Helen Gramse, as recorded in Deed Book 240, Page 508, aforesaid clerk’s office, and William Baumer, as recorded in Deed Book 723, Page 557, aforesaid clerk’s office, the following three calls: S. 59° 40’ 47” E., 1655.72 feet to a 1/2” rebar; S. 63° 24’ 13” E., 94.30 feet to a 1/2” rebar; S. 59° 03’ 33” E., 1054.28 feet to a 1/2” rebar located on the West right-of-way line of the Floodwall, S. 24° 02’ 34” W. 40.29 feet to a 1/2” rebar located on the North line of Gibraltar Management Co., Inc., as recorded in Deed Book 528, Page 298 and Deed Book 559, Page 81, aforesaid clerk’s office; thence along said Gibraltar Management Co., Inc. Property, the following three calls: N. 59° 03’ 33” W., 1057.60 feet to a nail in the race track, thence N. 63° 24’ 13” W., 94.09 feet to a nail in the race track; thence S. 03° 20’ 54” W., 1225.40 feet to a 1/2” rebar located at the Northeast corner of Wynn Sales and Service, Inc., as recorded in Deed Book 667, Page 786, aforesaid clerk’s office; thence along the north line of said Wynn Sales and Service, Inc., N. 87° 08’ 26” W., 335.75 feet to a 1/2” rebar located at the Northeast corner of Downs Drive; thence N. 87° 08’ 26” W., 60.00 feet to the point of beginning.

Less and except an off-conveyance to the City of Paducah (1.065 acres) by deed dated December 17, 2004, of record in Deed Book 1055, page 180, aforesaid clerk’s office.

BEING in all respects the same property conveyed to Players Bluegrass Downs, Inc., a Kentucky Corporation, by deed dated and recorded November 22, 1993, in Deed Book 801, Page 411, McCracken County Court Clerk’s Office.

**Bluegrass Downs—Tract 3**

**TRACT 3:**

(Map Number 095-10-00-014.01)

Being Parcel B, containing 9.480 acres more or less, as shown on Waiver of Subdivision, Plat of Survey for Harrah’s Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, McCracken County Clerk’s Office, and being more particularly described as follows:

Being a tract of land located North of U.S. Highway 60 or Park Avenue and West of Metcalf Lane in the City of Paducah, McCracken County, Kentucky, more particularly described as follows: Beginning at a steel rod, ½ inch in diameter by 30 inches line with a plastic cap stamped “KRLS 1842” (hereinafter referred to as a steel rod and cap) set at the Southeasterly corner of the herein described property, said steel rod and cap being located North 02° 25’ 25” East, a distance

of 714.83 feet from a mag nail set on the Northerly right of way line of U.S. Highway 60, with said mag nail being located North 87° 08' 15" West, a distance of 307.10 feet from a concrete right of way marker located at the intersection of said Northerly right of way line with the Westerly right of way line of Metcalf Lane; thence from said point of beginning proceed North 86° 34' 29" West along and with the Southerly line of the herein described parcel 328.86 feet to a rebar with a metal cap found at the Southwesterly corner of the subject site herein described; thence North 02° 31' 05" East, along and with the Westerly line of said site, 1,259.80 feet to a one inch diameter iron pipe found; the Northwesterly corner of the herein descried tract; thence South 86° 34' 19" East, a distance of 326.78 feet to a steel rod and cap set at the Northeasterly corner of the subject site; thence South 02° 25' 25" West, a distance of 1,259.82 feet to the point of beginning.

Together with a non-exclusive 40 foot wide easement for ingress and egress set forth in Agreement by and among Inez Johnson, Wayne Simpson and Players Bluegrass Downs, Inc. dated December 16, 1999 recorded Deed Book 929, Page 367, and as shown on as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, both in the McCracken County Clerk's office

Being the same property leased to by unrecorded lease dated May 22, 1987, by and between Inez Johnson and Coy Stacey and Bobby Dextor, the Original Lessees, and subsequently assigned to Bluegrass Downs of Paducah, Ltd., ("Successor Lessee") by an unrecorded Assignment of Lease dated June 1, 1987, all as evidenced of record by Memorandum of Lease dated June 1, 1987, of record in Deed Book 703, page 373. Said Successor Lessee having assigned all of its right, title and interest in and to said Lease to Players Bluegrass Downs, Inc., a Kentucky corporation, by Assignment of Lease dated November 22, 1993, as evidenced of record by memorandum thereof recorded in Deed Book 801, page 405, and as further affected by Agreement between Inez Johnson and Players Bluegrass Downs, Inc., dated December 16, 1999, recorded in Deed Book 929, page 367, all in the aforesaid clerk's office.

**Bluegrass Downs—Tract 4**

**TRACT 4:**

(A part of Map Number 095-10-00-014)

Being Parcel A, containing 1.950 acres more or less, as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, McCracken County Clerk's Office, and being more particularly described as follows:

Being a parcel of land located North of U.S. Highway 60 or Park Avenue and West of Metcalf Lane in the City of Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a steel rod, 1/2" diameter by 30" long with a plastic cap stamped "KRLS 1842" set at the time of this survey (hereinafter referred to as a steel rod and cap) at the Southeasterly corner of the herein described property, said steel rod and cap being located N. 02° -25'-25" E., a distance of 229.35 feet from a mag. Nail set on the Northwesterly right-of-way line of U.S. Highway 60 with said Mag. Nail being located N. 87° -08'-15" W., as distance of 307.10 feet from a concrete right-of-way marker located at the intersection of said Northerly right-of-way line with the Westerly right-of-way line of Metcalf Lane; thence from said point of beginning proceed N. 87° -55'-41" W. along and with the Southwesterly line of the herein described parcel and with an existing six foot high chain link fence, 167.45 feet to a steel rod and cap set at the Southwesterly corner of the herein described property; thence N 25° -31'-05" W. and continuing along and with said chain-link fence, a distance of 20.17 feet to a steel rod and cap set on the Westerly line of the herein described parcel of land, thence N 03°03'-47" E. along and with the Westerly line aforesaid and continuing along and with the chain-link fence aforesaid, 471.72 feet to a steel rod and cap set, the Northwesterly corner of the subject property; thence S 86° -34'-29" E. along and with the Northerly line of said subject site, 171.66 feet to a steel rod and cap set, the Northeasterly corner of said site; thence S 02° -25'-25" W. along and with an existing six foot high chain-link fence, 485.48 feet to the point of beginning.

Together with a non-exclusive 40 foot wide easement for ingress and egress set forth in Agreement by and among Inez Johnson, Wayne Simpson and Players Bluegrass Downs, Inc. dated December 16, 1999 recorded Deed Book 929, Page 367, and as shown on as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, both in the Office aforesaid.

Being the same property leased to Wayne Simpson and Gloria Simpson from Inez Johnson, by unrecorded lease dated July 31, 1987, and assigned to Players Bluegrass Downs, Inc., by Assignment of Lease dated June 13, 1994, of record in Deed Book 805, Page 423, in the office aforesaid, and as amended by Agreement between Inez Johnson, Wayne Simpson and Gloria Simpson, husband and wife, and Players Bluegrass Downs, Inc., dated December 16, 1999, recorded in Deed Book 929, Page 343, all in the office aforesaid

**Caesars Atlantic City (Boardwalk Regency—Pleasantville)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

**TRACT 1:**

BEGINNING AT A POINT IN THE EASTERLY LINE OF MILL ROAD (TAX MAP WIDTH = 33'), SOUTH 11 DEGREES, 31 MINUTES, 30 SECONDS WEST, 1054.25 FEET FROM THE SOUTHERLY LINE OF DELILAH ROAD (TAX MAP WIDTH 66'), IF SAME WERE



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EXTENDED TO INTERSECT THE EASTERLY LINE OF MILL ROAD, SAID POINT ALSO BEING IN THE CENTER OF THE OLD ADAMS ROAD (ALSO KNOWN AS ADAMS LANE OR ADAMS ROAD) AS INDICATED IN DEED, AND EXTENDED FROM SAID BEGINNING POINT; THENCE

1. SOUTH 58 DEGREES, 26 MINUTES, 57 SECONDS EAST IN AND ALONG THE CENTERLINE OF THE OLD ADAMS ROAD, ALSO IN AND ALONG THE SOUTHERLY LINE OF LOT 2.01 IN BLOCK 166 AS SHOWN ON THE CURRENT PLEASANTVILLE CITY TAX MAP, 115.20 FEET TO AN ANGLE POINT; THENCE
2. SOUTH 40 DEGREES, 18 MINUTES, 57 SECONDS EAST CONTINUING IN AND ALONG THE CENTERLINE OF OLD ADAMS ROAD, 187.44 FEET TO AN ANGLE POINT; THENCE
3. SOUTH 46 DEGREES, 11 MINUTES, 57 SECONDS EAST CONTINUING IN AND ALONG THE CENTERLINE OF OLD ADAMS ROAD, 109.56 FEET TO AN ANGLE POINT; THENCE
4. SOUTH 37 DEGREES, 17 MINUTES, 57 SECONDS EAST CONTINUING IN AND ALONG THE CENTERLINE OF OLD ADAMS ROAD, 107.80 FEET TO AN ANGLE POINT; THENCE
5. SOUTH 45 DEGREES, 47 MINUTES, 57 SECONDS EAST STILL IN AND ALONG THE CENTERLINE OF OLD ADAMS ROAD, 149.30 FEET TO A CONCRETE MONUMENT FOUND AT THE NORTHERLY CORNER OF LOT 5 IN BLOCK 165, ALSO BEING A CORNER TO LANDS NOW OR FORMERLY OF DANIEL MARTIN; THENCE
6. SOUTH 25 DEGREES, 04 MINUTES, 03 SECONDS WEST IN AND ALONG THE LINE OF LANDS NOW OR FORMERLY OF DANIEL MARTIN, 237.69 FEET (DEED DISTANCE = 237.80 FEET) TO A CONCRETE MONUMENT FOUND AT AN ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 5; THENCE
7. NORTH 69 DEGREES, 29 MINUTES, 30 SECONDS WEST IN AND ALONG THE NORTHERLY LINE OF LOT 5, 505.62 FEET (DEED DISTANCE = 522.20 FEET) TO THE EASTERLY LINE OF MILL ROAD; THENCE
8. NORTH 11 DEGREES, 31 MINUTES, 30 SECONDS EAST IN AND ALONG THE EASTERLY LINE OF MILL ROAD, 517.47 FEET (521.10 FEET DEED) TO THE POINT OF BEGINNING.

**TRACT 2:**

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF DELILAH ROAD (AS WIDENED TO 33 FEET FROM FORMER CENTERLINE) WHERE THE SAME IS INTERSECTED BY A CURVE HAVING A RADIUS OF 35.00 FEET CONNECTING SAID LINE OF DELILAH ROAD AND THE EASTERLY LINE OF MILL ROAD (33 FEET WIDE) AND EXTENDING; THENCE

1. ALONG THE SOUTHWESTERLY LINE OF DELILAH ROAD, SOUTH 55 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 511.61 FEET TO A POINT IN THE

NORTHWESTERLY LINE OF LOT 2.02 BLOCK 166; THENCE

2. ALONG SAID LINE OF LOT 2.02, SOUTH 35 DEGREES 41 MINUTES 10 SECONDS WEST A DISTANCE OF 362.46 FEET TO A POINT; THENCE

3. PARALLEL WITH DELILAH ROAD, SOUTH 55 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 235.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LOT 30.01; THENCE

4. ALONG SAID LINE OF LOT 30.01, SOUTH 35 DEGREES 41 MINUTES 10 SECONDS WEST A DISTANCE OF 643.80 FEET (MEASURED) (659.70 FEET DEED) TO A POINT IN THE CENTER OF OLD ADAMS ROAD; THENCE

5. ALONG THE CENTER OF OLD ADAMS ROAD, NORTH 46 DEGREES 11 MINUTES 57 SECONDS WEST A DISTANCE OF 72.04 FEET TO A POINT; THENCE

6. CONTINUING ALONG THE CENTER OF OLD ADAMS ROAD, NORTH 40 DEGREES 18 MINUTES 57 SECONDS WEST A DISTANCE OF 187.44 FEET TO A POINT; THENCE

7. CONTINUING ALONG THE CENTER OF OLD ADAMS ROAD, NORTH 58 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 115.21 FEET TO A POINT IN THE EASTERLY LINE OF MILL ROAD; THENCE

8. ALONG SAID LINE OF MILL ROAD NORTH 11 DEGREES 31 MINUTES 30 SECONDS EAST A DISTANCE OF 1001.14 FEET TO A POINT OF CURVATURE; THENCE

9. ALONG AN ARC CURVING TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AN ARC DISTANCE OF 69.17 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

TRACT 1: BLOCK 165, LOT 24 ON THE OFFICIAL TAX MAP OF THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, STATE OF NEW JERSEY

TRACT 2: BLOCK 166, LOT 1 & 1-B01 ON THE OFFICIAL TAX MAP OF THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, STATE OF NEW JERSEY

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY): on the official tax map of the Township of Egg Harbor, County of Atlantic, State of New Jersey

**LAS VEGAS LAND ASSEMBLAGE**

PARCEL 17: (APN 162-16-410-033)

Lots 79 and 80 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 18: (APN 162-16-410-036)

Lots 84 and 85 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 19: (APN 162-16-410-037)

Lots 86 and 87 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 20: (APN 162-16-410-038)

Lots 88 and 89 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 11: (APN 162-16-410-050)

That portion of the North Half (N ½) of Section 21, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Lot Three (3) as shown on file in File 62 of Parcel Maps, Page 64 in the office of the County Recorder, Clark County, Nevada.

AND (APN 162-21-110-001)

Lots One (1) and Two (2) in Block One (1) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the office of the County Recorder, Clark County, Nevada.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded June 8, 1983, in Book 1747 as Document No. 1706535, of Official Records.

Further Excepting therefrom that portion as conveyed to Clark County by Deed recorded February 24, 1994, in Book 940224 as Document No. 00525, of Official Records.

Further Excepting therefrom that portion as relinquished to Clark County by that certain Resolution of Relinquishment of a portion of State Highway Right of Way recorded December 3, 2002, in Book 20021203 as Document No. 01508, of Official Records.

PARCEL 12: (APN 162-16-410-059)

PARCEL 12-1:

The South 160 feet measured along the West line of Lot 113 in Block 5 of FLAMINGO ESTATES SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 12-2:

The East 35 feet of the South 160 feet, measured along the East line of Lot 112 in Block 5 FLAMINGO ESTATES SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING from Parcels 1 and 2, that portion of land lying Southerly of the left or Northerly right-of-way line of SR-592 (Flamingo Road) and Easterly of the Westerly right-of-way line of Koval Lane; Said Northerly right-of-way line of SR-592 (Flamingo Road) and said Westerly right-of-way line of Koval Lane being more fully described as follows, to wit;

BEGINNING at the intersection of the left or Northerly right-of-way line of SR-592 (Flamingo Road) with the Westerly boundary line of the East 35 feet of the South 160 feet, measured along the East line of Lot 112 in Block 5 of FLAMING ESTATE SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada, 61.64 feet left of and at right angles to Highway Engineer's Station "GCW" 75+76.36 P.O.T.; Said Point of Beginning further described as bearing South 55°32'42" West, a

distance of 235.20 feet from the North Quarter Corner of Section 21, Township 21 South, Range 61 East, M.D.M.; Thence from a tangent which bears North 89°59'03" East, curving to the right along said Northerly right-of way line, with a radius of 4,306 feet, through an angle of 1°06'38", an arc distance of 83.46 feet to a point of reverse curvature; Thence from a tangent which bears South 88°54'19" East, curving to the left along said Northerly right-of-way line, with a radius of 54 feet, through an angle of 89°41'20", an arc distance of 84.53 feet to a point, the last 7.76 feet being along the Westerly line of Koval Lane; Thence North 1°24'21" East, along said Westerly right of way line of Koval Lane, a distance of 74.85 feet to a point; Thence from a tangent which bears the last described course, curving to the right along said Westerly right-of-way line, with a radius of 106 feet, through an angle of 4°14'19", an arc distance of 7.84 feet to an intersection with the North line of said Section 21, the Point of Ending 200.00 feet left of and at right angles to the centerline of SR-592 (Flamingo Road) at Highway Engineer's Station "GCW" 77+13.39 P.O.T.; Said Point of Ending further described as bearing North 88°25'16" West, a distance of 53.17 feet from the North Quarter Corner of said Section 21.

(Deed Reference 20060602-0004546)

PARCEL 10: (APN 162-16-410-063)

Lots 25 and 26 in Block Two (2) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 9: (APN 162-16-410-067, 068, 069, 077, 078, 079, 082, 085 and 086)

Lots 33, 34, 35, 43, 44, 45, 46, 47, 48, 49, 50 and 55 in Block Three (3); and Lots 59, 60, 61 and 62 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Road, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-073)

Lot 39 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of the pedestrian walkway lying Westerly of and adjacent to the West line of said Lot 39, as vacated by said County by that Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-074)

Lot 40 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of the pedestrian walkway lying Easterly of and adjacent to the East line of said Lot 40, as vacated by said County by that Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-081)

Lots 52, 53 and 54 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that certain vacated walkway 10 feet wide adjoining Lot 52 on the West boundary, as disclosed by an Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Winnick Road and the alley vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-035)

Lot 83 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that certain vacated walkway 10 feet wide adjoining said Land on the West boundary, as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-034)

Lots 81 and 82 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH the Westerly portion of the 20 foot walkway 10 feet wide lying Easterly of Lot 82, as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

PARCEL 13: (APN 162-21-102-006)

That portion of the Northwest Quarter (NW 1/4) of Section 21, Township 21 South, Range 61 East, M.D.B.&M., Clark County, Nevada, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 21 as delineated on that certain recorded Parcel Map performed by Ralph L. Kraemer at the instance of Richard Tam, et al, dated December 3, 1973 as Document No. 343769 in File 1 of Parcel Maps, Page 35 of Official Records, Clark County, Nevada;

THENCE South 0°20'17" East along the East line of the Northwest Quarter NW (1/4) of said Section 21 a distance of 250.20 feet to a point; THENCE North 88°01'45" West a distance of 40.03 feet to a point being the intersection of the South right of way line of Flamingo Road (Proposed 100.00 feet wide) and the West right of way line of Koval Lane (Present alignment 80.00 feet wide);

THENCE South 0°20'17": East along the West right of way line of said Koval Lane a distance of 710.58 feet to a point being the Northeast corner of Lot 2 as delineated on the aforementioned Ralph L. Kraemer Parcel Map; said point also being the TRUE POINT OF BEGINNING; THENCE continuing South 0°20'17" East a distance of 450.00 feet to a point;

THENCE North 88°01'45" West a distance of 453.25 feet to a point in the West line of said Lot 2; THENCE North 0°09'35" West along said West line a distance of 449.95 feet to a point being the Northwest corner of said Lot 2; THENCE South 88°01'45" East along the North line thereof a distance of 451.85 feet to the TRUE POINT OF BEGINNING.

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(Deed reference 20041221-03152).

PARCEL 14: (APN 162-21-202-006)

THAT PORTION OF THE SOUTHEAST QUARTER (SE  $\frac{1}{4}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 1 OF PARCEL MAPS, PAGE 35, RECORDED DECEMBER 3, 1973 IN BOOK 384 AS DOCUMENT NO. 343769 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA DEDICATED BY INSTRUMENT NO. 343769, RECORDED DECEMBER 3, 1973, AS FILE 1 OF PARCEL MAPS, PAGE 35, IN OFFICIAL RECORDS BOOK NO. 384 OF CLARK COUNTY, NEVADA RECORDS, SAID SPANDREL AREA BEING BOUNDED AS FOLLOWS:

ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 40 FEET OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21;

ON THE EAST BY THE WEST LINE OF THE EAST 40 FEET OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21; AND

ON THE NORTHWEST BY THE ARC OF A CURVE HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, BEING TANGENT TO THE NORTH LINE OF SAID SOUTH 40 FEET AND TO THE WEST LINE OF SAID EAST 40 FEET.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21 AS DELINEATED ON THAT CERTAIN RECORDED PARCEL MAP PERFORMED BY RALPH L. KRAEMER AT THE INSTANCE OF RICHARD TAM, ET AL, DATED DECEMBER 3, 1973 AS DOCUMENT NO. 343769 IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

THENCE SOUTH 0°20'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21 A DISTANCE OF 250.20 FEET TO A POINT;



THENCE NORTH 88°01'45" WEST A DISTANCE OF 40.03 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FLAMINGO ROAD (PURPOSED 100.00 FEET WIDE) AND THE WEST RIGHT OF WAY LINE OF KOVAL LANE (PRESENT ALIGNMENT 80.00 FEET WIDE);

THENCE SOUTH 0°20'17" EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID KOVAL LANE A DISTANCE OF 710.58 FEET TO A POINT BEING THE NORTHEAST CORNER (NE COR.) OF LOT TWO (2) AS DELINEATED ON THE AFOREMENTIONED RALPH L. KRAEMER PARCEL MAP;

SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0°20'17" EAST A DISTANCE OF 450.00 FEET TO A POINT;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 453.25 FEET TO A POINT IN THE WEST LINE OF SAID LOT TWO (2);

THENCE NORTH 0°09'35" WEST ALONG SAID WEST LINE A DISTANCE OF 449.95 FEET TO A POINT BEING THE NORTHWEST CORNER (NW COR.) OF SAID LOT TWO (2);

THENCE SOUTH 88°01'45" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 451.85 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM:

THAT PORTION OF THE EAST HALF (E  $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21, SAID SOUTHEAST CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°20'17" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 21 A DISTANCE OF 708.19 FEET TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 7.00 ACRES OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL TWO (2) (AFTER DEDICATION OF THE SPANDREL AREA) ON THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS AT PAGE 35, IN THE OFFICIAL RECORDS BOOK NO. 384, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°50'36" WEST ALONG SAID EASTERLY PROLONGATION AND SAID NORTH LINE, BEING PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, A DISTANCE OF 494.29 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL TWO (2);

THENCE SOUTH 00°09'35" EAST ALONG THE WEST LINE OF SAID PARCEL TWO (2) AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 708.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

THENCE SOUTH 89°50'36" EAST ALONG SAID SOUTH LINE A DISTANCE OF 496.49 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF PARCEL NO. TWO (2) OF THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE;

THENCE SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING AND BEING THE SOUTHEAST (SE) CORNER OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, BY LEASE RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 782567 OF OFFICIAL RECORDS;

THENCE CONTINUING SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 425 FEET;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 160 FEET;

THENCE NORTH 0°20'17" WEST A DISTANCE OF 425 FEET TO A POINT IN THE SOUTH LINE OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, REFERRED TO ABOVE;

THENCE SOUTH 88°01'45" EAST ON SAID SOUTH LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING.

(Deed reference 20060802-05266).

PARCEL 15: (APN 162-21-202-003)

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF PARCEL NO. TWO (2) OF THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE;

THENCE SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING AND BEING THE SOUTHEAST (SE) CORNER OF SAID LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, BY LEASE RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 782567 OF OFFICIAL RECORDS;

THENCE CONTINUING SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 425 FEET;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 160 FEET;

THENCE NORTH 0°20'17" WEST A DISTANCE OF 425 FEET TO A POINT IN THE SOUTH LINE OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, REFERRED TO ABOVE;

THENCE SOUTH 88°01'45" EAST ON SAID SOUTH LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING.

(Deed reference 20060802-05266).

PARCEL 16: (APN 162-21-202-007)

THAT PORTION OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, SAID SOUTHEAST CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°20'17" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21 A DISTANCE OF 708.19 FEET TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 7.00 ACRES OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL TWO (2) (AFTER

DEDICATION OF THE SPANDREL AREA) ON THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS AT PAGE 35, IN THE OFFICIAL RECORDS BOOK NO. 384, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°50'36" WEST ALONG SAID EASTERLY PROLONGATION AND SAID NORTH LINE, BEING PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, A DISTANCE OF 494.29 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL TWO (2);

THENCE SOUTH 00°09'35" EAST ALONG THE WEST LINE OF SAID PARCEL TWO (2) AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 708.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

THENCE SOUTH 89°50'36" EAST ALONG SAID SOUTH LINE A DISTANCE OF 496.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EAST 40 FEET AND THE SOUTH 40 FEET THEREOF CONVEYED TO THE COUNTY OF CLARK FOR ROAD PURPOSES.

ALSO EXCEPT THEREFROM THAT CERTAIN SPANDREL AREA DEDICATED BY INSTRUMENT NO. 343769 RECORDED DECEMBER 3, 1973 AS FILE 1 OF PARCEL MAPS, PAGE 35 IN OFFICIAL RECORDS BOOK NO. 384 OF CLARK COUNTY, NEVADA RECORDS, SAID SPANDREL AREA BEING BOUNDED AS FOLLOWS:

ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 40 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

ON THE EAST BY THE WEST LINE OF THE EAST 40 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21; AND

ON THE NORTHWEST BY THE ARC OF A CURVE HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, BEING TANGENT TO THE NORTH LINE OF SAID SOUTH 40 FEET AND TO THE WEST LINE OF SAID EAST 40 FEET.

(Deed reference 20060802-05266).

PARCEL 8: (APN 162-16-410-042, 046, 047 and 090)

Lots 94, 95, 100, 101, 102 and 103 in Block Five (5) and Lots 75 and 76 in Block Four (4) of Flamingo Estates, as shown by map there on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada

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Together with those portions of Albert Avenue and Audrie Street as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Together with those portions Audrie Street and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-048)

Lot 105 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the South 10 feet as conveyed to Clark County, Nevada by deed recorded January 21, 1977 in Book 699 as Document No. 658664, of Official Records, Clark County, Nevada.

And further excepting therefrom that portion of said parcel as conveyed to the State of Nevada by document recorded October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

Together with the following described parcel:

Lot 104 in Block Five (5) of Flamingo Estates as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded December 31, 1973, in Book 391 as Document No. 350018, of Official Records, further described as follows:

The South Ten feet (10.00') of Lot One Hundred Four (104) in Block Five (5) of Flamingo Estates as shown by map on file in Book 5, of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada; together with that certain spandrel or radius in the Southwest corner of said Lot One Hundred Four (104); Bounded on the Northeasterly side by a curve concave to the Northeast having a radius of 22.00 feet that is tangent at its Easterly extremity to a line parallel with and distant North 10.00 feet from the South line of said Lot One Hundred Four (104) and tangent at its Northerly extremity to the West line of said Lot One Hundred Four (104); bounded on the South side by the North line of the South 10.00 feet of said Lot One Hundred Four (104) and bounded on the West side by the West line of said Lot One Hundred Four (104). Excepting that portion previously conveyed by Flamingo estates above mentioned.

Also excepting therefrom that portion of said parcels as conveyed to the State of Nevada by documents October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

Together with that portion of Audrie Street as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Also together with the following described parcel:

Lot One Hundred Six (106) in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the Easterly 14 feet.

Further excepting therefrom the Westerly 20 feet of the Easterly 34 feet, not including the Southerly 135.50 feet.

Further excepting therefrom the South 10 feet of said Lot One Hundred Six (106), excepting the East 14 feet thereof, as conveyed to Clark County, Nevada by deed recorded January 21, 1977 in Book 699 as Document No. 658664, of Official Records, Clark County, Nevada.

Also excepting therefrom that portion of said parcel as conveyed to the State of Nevada by document recorded October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

AND (APN 162-16-410-043)

Lot 96 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Together with that portion of the vacated alley lying adjacent to said lots as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, of Official Records, Clark County, Nevada, further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; thence South 88°23'26" East along the centerline of said Albert Street, 661.56 feet; thence South 01°36'34" West, departing said centerline, 30.00 feet to a point of the Southerly right-of-way line of Albert Avenue, said point also being the Point of Beginning; thence continuing South 01°36'34" West, 145.00 feet; thence North 88°23'26" West, 170.00 feet; thence North 01°36'34" East, 145.00 feet; thence South 88°23'26" East, 170.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-044)

Lot 97 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Together with that portion of the vacated alley lying adjacent to said lots as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, of Official Records, Clark County, Nevada.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-045)

Lots 98 and 99 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada, said land being further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; Thence South 88°23'26" East along the centerline of said Albert Street, 491.56 feet; Thence South 01°36'34" West, departing said centerline, 30.00 feet to a point on the Southerly right-of-way line of Albert Avenue, said point also being the Point of Beginning; Thence continuing South 01°36'34" West, 145.00 feet; Thence North 88°23'26" West, 150.00 feet; Thence North 01°36'34" East, 145.00 feet; Thence South 88°23'26" East, 150.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-091)

Lots 77 and 78 in Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada, further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; thence South 88°23'26" East along the centerline of said Albert Street, 146.56 feet; thence North 01°36'34" East, departing said centerline, 30.00 feet to a point on the Northerly right-of-way line of Albert Avenue, said point also being the Point of Beginning. Thence South 88°23'26" East along said right-of-way line 140.00 feet; thence North 01°36'34" East, departing said right-of-way, 145.00 feet; thence North 88°23'26" West, 140.00 feet; thence South 01°36'34" West, 145.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Together with that portion of the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 1: (TOWERS) (APN 162-16-410-060)**

Lots 16 through 20 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Avenue, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 2: (TERRACES) (APN 162-16-410-061 and 062)**

Lots 21 through 24 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 3: (TERRACES FOUR) (APN 162-16-410-064, 065 and 066)**



Lots 27 through 32 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 4: (WINNICK) (APN 162-16-410-080)

Lot 51 in Block Three (3) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with the West 10 Feet of that certain pedestrian walkway abutting the Easterly line of said Lot by that certain Order of Vacation recorded June 21, 1962, as Document No. 297340, of Official Records.

Together with those portions of Winnick Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 5: (FOUNTAINS) (APN 162-16-410-070, 071, 072, 075, 076, 083 and 084)

Lots 36 through 38, 41, 42 and 56 through 58 in Block Three (3) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Avenue, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 6: (PLAZA) (APN 162-16-410-087)

Lots 63 and 64 in Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with that portion of Winnick Avenue as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 7: (SUITES) (APN 162-16-410-088 and 089)

That portion of the Southwest Quarter (SW ¼) of Section 16, Township 21 South, Range 61 East M.D.M., being a portion of Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada described as follows:

Lots 1 and 2 of that certain Parcel Map on file in File 70 of Parcel Maps, Page 30, recorded September 19, 1991 as Document No. 00581 in Book 910919, of Official Records. in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue, Audrie Street and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**Harrah's Airplane Hangar**

That potion of the North Half (N ½) of Section 28, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the Center Quarter Corner (C ¼) of Section 28, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada; thence North 00°37'41" West, along the East line of the Northwest Quarter (NW ¼) of said Section 28, 14.05 feet to the point of beginning.

Thence North 89°21'35" West, departing said point of beginning 102.28 feet; thence North 00°38'25" East, 215.00 feet; thence South 89°21'35" East, 450.66 feet, to the beginning of a tangent curve concave southwesterly having a radius of 25.00 feet and a central angle of 114°00'00"; thence along the arc of said curve to the right, a distance of 49.76 feet to a point of tangency; thence South 24°40'16" West, 202.36 feet; thence North 89°21'35" West, 176.08 feet; thence North 00°38'25" East, 5.00 feet; thence North 89°21'35" West, 112.72 feet to the point of beginning.

Said legal description attached to that certain Second Amendment to Imperial Palace Lease Agreement dated October 7, 2003

**Vacant Land at Turfway Park**

PARCEL ONE:

Group Number: 2027

PIDN: 072-00-00-008.01

A parcel of land lying on the northwesterly side of Houston Road and adjacent to the northeast side of St. Luke West Hospital 21 acre site in Florence, Boone County, Kentucky and being more particularly described as follows:

BEGINNING at a point in the northwesterly right-of-way line of Houston Road, said point also being the most northeasterly corner of a 21 acre parcel previously conveyed to St. Luke West Hospital by Turfway Park Racing Association, Inc. and running thence

N 42-33-22 W, along the northeasterly side of St. Luke West Hospital 21 acre site, a distance of 89.60 feet, to a point, thence northwestwardly, along a curve toward the west, a chord bearing of N 52-28-27 W, a chord distance of 210.69 feet, an arc distance of 211.75 feet, to a point, thence N 67-13-53 W, a distance of 174.05 feet, to a point, thence southwestwardly, along a curve toward the south, a chord bearing of S 88-40-49 W, a chord distance of 273.90 feet, an arc distance of 276.16 feet, to a point, thence N 32-33-39 E, a distance of 754.71 feet, to a point, thence N 50-25-31 E, a distance of 660 feet, to a point, thence S 39-03-20 E, along the southwesterly side of Marydale, a distance of 245.36 feet, to a point, thence S 38-23-09 E, a distance of 454.64 feet, to a point, thence S 40-06-35 E, a distance of 87.12 feet, to a point in the northwesterly right-of-way line of Houston Road, thence S 46-45-40 W, along the northwesterly right-of-way line of Houston Road, a distance of 451.89 feet, to a point, thence continuing along the aforementioned right-of-way line as follows:

N 42-33-22 W—15.39 feet;  
S 47-26-38 W—25 feet;  
S 42-33-22 E—15.68 feet;  
S 46-45-30 W—362.03 feet;  
S 47-26-38 W—182.95 feet, to the place of beginning, and containing 20.52 acres more or less.

BEING THE SAME LAND DESCRIBED AS FOLLOWS:

A parcel of land lying on the northwesterly side of Houston Road and adjacent to the northeast side of St. Luke West Hospital 21 acre site in Florence, Boone County, Kentucky and being more particularly described as follows:

BEGINNING at a point in the northwesterly right-of-way line of Houston Road, said point also being the most northeasterly corner of a 21 acre parcel previously conveyed to St. Luke West Hospital by Turfway Park Racing Association, Inc. and running thence:

N 42-33-22 W, along the northeasterly side of St. Luke West Hospital 21 acres site, a distance of 89.60 feet, to a point, thence N 52-28-27 W, a chord distance of 210.69 feet, an arc distance of 211.75 feet, to a point, thence N 67-13-53 W, a distance of 174.05 feet, to a point, thence southwestwardly, along a curve toward the south, a chord bearing of S 88-40-49 W, a chord distance of 273.90 feet, an arc distance of 276.16 feet, to a point, thence N 32-24-59 E, a distance

of 754.71 feet, to a point, thence N 50-36-52 E, a distance of 659.55 feet, to a point, thence S 38-58-58 E, along the southwesterly side of Marydale, a distance of 245.36 feet, to a point, thence S 38-26-53 E, a distance of 454.64 feet, to a point, thence S 40-40-40 E, a distance of 86.75 feet, to a point in the northwesterly right-of-way line of Houston Road, thence S 45-45-40 W, along the northwesterly right-of-way line of Houston Road, a distance of 451.89 feet, to a point, thence continuing along the aforementioned right-of-way line as follows:

N 42-33-22 W—15.39 feet,  
S 47-26-38 W—25 feet,  
S 42-33-22 E—15.68 feet,  
S 46-45-40 W—362.03 feet,  
S 47-26-38 W—182.95 feet, to the place of beginning, and containing 20.52 acres more or less  
PARCEL TWO, TRACT 1:  
Group Number: 2027

PIDN: 072-00-00-008.08

A parcel of land lying on the southeasterly side of Houston Road, and at the present easterly end of Beam Boulevard in Florence, Boone County, and being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way line of Beam Boulevard, said point also being the northernmost corner of Lot 2, Turfway Square Subdivision, and running thence:

N 47-26-38 E, along the right-of-way of Beam Boulevard, a distance of 31.88 feet, to a point, thence,

N 42-33-22 W, a distance of 55 feet, to a point, thence,

N 47-26-38 E, a distance of 510.99 feet, to a point, thence,

S 28-20-03 E, along the dividing line between Diocese of Covington and Turfway Square, a distance of 1388.08 feet, to a point in the westerly right-of-way of Interstate 57, thence,

S 47-56-37 W, along the aforementioned right-of-way, a distance of 162.38 feet, to a point, thence;

S 10-35-12 W, a distance of 48.93 feet, to a point, thence,

N 42-33-22 E, along the north property line of Lot 2, a distance of 1318.47 feet, to the point of beginning and containing 11.462 acres more or less.

PARCEL TWO, TRACT 2:

A parcel of land lying on the southeasterly side of Houston Road in Florence, Boone County, Kentucky, and being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way line of Houston Road, said point also being the northernmost corner of Lot 8 of Turfway Square, Section 3, and running thence,

N 47-26-38 E, along the southeasterly right-of-way line of Houston Road, a distance of 554.44 feet, to a point, thence S 30-08-55 E, along the dividing line between Turfway Square and Diocese of Covington (Marydale), a distance of 102.39 feet, to a point, thence N 62-26-21 E, a distance of 18.27 feet, to a point, thence S 28-20-03 E, a distance of 159.16 feet, to a point, thence S 47-26-38 W, a distance of 510.99 feet, to a point, thence N 42-33-22 W, along the northeasterly line of Lot 8 of Turfway Square Subdivision, Section 3, a distance of 259 feet, to a place of beginning, and containing 3.185 acres more or less.

TOGETHER WITH easements and restrictions as set forth in Reciprocal Easement Agreement recorded in Easement Book 27, Page 250 in the offices of the Boone County Clerk at Burlington, Kentucky as prospectively amended and restated in their entirety, effective February 19, 1997, by Amended Reciprocal Easement Agreement dated February 19, 1997 recorded in Easement Book 46, Page 62 of the Boone County Clerk's Records at Burlington, Kentucky.

TOGETHER WITH easements for sewer, water and access as set forth in Easement Agreement dated November 13, 1991, recorded in Easement Book 27, page 292 of the Boone County Clerk's Records at Burlington, Kentucky.

All of the foregoing BEING the same property conveyed to TRIGGER REAL ESTATE CORPORATION by deed from Turfway Park Racing Association, Inc., a Kentucky corporation, dated July 15, 1998 and recorded in Deed Book 701, Page 171 of the Boone County Clerk's records at Burlington, Kentucky.

**Vacant Land in Splendora, TX**

Lot 2, Block 2, White Oak Plantation Subdivision, Section 2, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet 198A, Map Records of Montgomery County, Texas.

**Vacant Land in Missouri**

PARCEL NO. 1: A parcel of ground being all of Lot 1 of the "Resubdivision Plat of Riverport Tract 7", a subdivision recorded as Daily No. 1065, on June 23, 1994, in Plat Book 327, pages 89

through 92, St. Louis County Recorder's Office, said parcel being more particularly described as follows: Beginning at the most Southern corner of Lot 1, of said "Resubdivision Plat of Riverport Tract 7", said corner being in the Northeastern line of a Levee Easement recorded in Book 8351, page 1184, St. Louis County Recorder's Office; thence North 23 degrees 10 minutes 00 seconds West 1291.20 feet along the Southwestern line of said Lot 1, and along the Northeastern line of said Levee Easement, to an angle point therein; thence North 25 degrees 30 minutes 00 seconds East 250.00 feet along the Northwestern line of said Lot 1, being also the Southeastern line of said Levee Easement, to the most Southwestern corner of a Drainage and Storm Water Easement recorded in Book 8351 page 1187, St. Louis County Recorder's Office; thence in a generally Northeastwardly direction, along the southeastern line of said Drainage and Storm Water Easement and along the Northwestern line of said Lot 1, the following courses and distances: North 50 degrees 03 minutes 29 seconds East 262.30 feet, North 28 degrees 16 minutes 56 seconds East 222.78 feet to a point of curve; thence Northeastwardly 246.83 feet along a curve to the right having a radius of 230.00 feet, the chord of which bears North 59 degrees 01 minute 32 seconds East 235.15 feet, to a point of tangency, in the Southern line of said Drainage and Storm Water Easement, and the Northern line of said Lot 1; thence North 89 degrees 46 minutes 09 seconds East 464.11 feet along the Southern line of said Drainage and Storm Water Easement, and the Northern line of said Lot 1, to the Northeastern corner of said Lot 1; thence South 23 degrees 10 minutes 00 seconds East 1521.93 feet along the Northeastern line of said Lot 1, being also the Southwestern line of Lot 2 of said "Resubdivision Plat of Riverport Tract 7", to the most Eastern corner of said Lot 1; thence South 66 degrees 50 minutes 00 seconds West 1273.47 feet along the Southeastern line of said Lot 1, to its most Southern corner and the point of beginning.

PARCEL NO. 2: Non-Exclusive easements to use all private roadways as set forth in the First Revised and Restated Riverport Project Trust Indenture recorded in Book 8191 page 380, as amended by instruments recorded in Book 8465 page 1068, Book 9013 page 1955, Book 10263 page 1872, Book 10694 page 1881, and Book 11104 page 991, Book 11304 page 1396, Book 11890 page 2353 and Book 15124 page 654 St. Louis County Records.

PARCEL NO. 3: Non-Exclusive easements, according to Infrastructure Easement Agreement recorded on July 22, 1994, in Book 10263 page 1910, St. Louis County Records.

PARCEL NO. 4: Easements (Levee Easement), according to instrument recorded on July 22, 1994, in Book 10263 page 1895 St. Louis County Records.

PARCEL NO. 5: Non-exclusive, perpetual, irrevocable appurtenant easement for vehicle and pedestrian access, ingress and egress as set forth in Book 10263 page 1926 and as amended in the Amended and Restated Roadway Easement Agreement recorded in Book 10694 page 1908.

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EXHIBIT C

CAPITAL EXPENDITURES REPORT

[SEE ATTACHED]

**DRAFT**

## Proposed Form of Monthly CapEx Reporting Monthly CapEx Spending and Annual and Triennial

[illegible]



[illegible]

Proposed Form of Monthly CapEx Reporting															
B&I PORTION OF CAPEX ONLY															
	FYE Dec-18	FYE Dec-19	FYE Dec-20	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
CLV - Caesars Palace LV - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal CLV Lease - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Non-CLV Lease - B&I CapEx Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

Proposed Form of Monthly CapEx Reporting Net Revenue Only																			
	QE Dec-17	FYE Dec-18	FYE Dec-19	FYE Dec-20	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
CLV - Caesars Palace LV - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal CLV Lease - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Non-CLV Lease - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

EXHIBIT D

FORM OF SCHEDULE CONTAINING ANY ADDITIONS TO OR RETIREMENTS OF  
ANY FIXED ASSETS CONSTITUTING LEASED PROPERTY

DISPOSAL REPORT

<u>Company Code</u>	<u>System Number</u>	<u>Ext</u>	<u>Asset ID</u>	<u>Asset Description</u>	<u>Class</u>	<u>In Svc Date</u>	<u>Disposal Date</u>	<u>DM</u>	<u>Acquired Value</u>	<u>Current Accum</u>	<u>Net Proceeds</u>	<u>Gain/Loss Adjustment</u>	<u>Realized Gain/Loss</u>	<u>GL</u>

ADDITIONS REPORT

<u>Project/Job Number</u>	<u>System Number</u>	<u>GL Asset Account</u>	<u>Asset ID</u>	<u>Accounting Location</u>	<u>Asset Description</u>	<u>PIS Date</u>	<u>Enter Date</u>	<u>Est Life</u>	<u>Acq Value</u>	<u>Current Accum</u>

NOTES

## GROUND LEASED PROPERTY

**BLUEGRASS DOWNS – TRACT 3****TRACT 3:**

(Map Number 095-10-00-014.01)

Being Parcel B, containing 9.480 acres more or less, as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, McCracken County Clerk's Office, and being more particularly described as follows:

Being a tract of land located North of U.S. Highway 60 or Park Avenue and West of Metcalf Lane in the City of Paducah, McCracken County, Kentucky, more particularly described as follows: Beginning at a steel rod, 1/2 inch in diameter by 30 inches line with a plastic cap stamped "KRLS 1842" (hereinafter referred to as a steel rod and cap) set at the Southeasterly corner of the herein described property, said steel rod and cap being located North 02° 25' 25" East, a distance of 714.83 feet from a mag nail set on the Northerly right of way line of U.S. Highway 60, with said mag nail being located North 87° 08' 15" West, a distance of 307.10 feet from a concrete right of way marker located at the intersection of said Northerly right of way line with the Westerly right of way line of Metcalf Lane; thence from said point of beginning proceed North 86° 34' 29" West along and with the Southerly line of the herein described parcel 328.86 feet to a rebar with a metal cap found at the Southwesterly corner of the subject site herein described; thence North 02° 31' 05" East, along and with the Westerly line of said site, 1,259.80 feet to a one inch diameter iron pipe found; the Northwesterly corner of the herein described tract; thence South 86° 34' 19" East, a distance of 326.78 feet to a steel rod and cap set at the Northeasterly corner of the subject site; thence South 02° 25' 25" West, a distance of 1,259.82 feet to the point of beginning.

Together with a non-exclusive 40 foot wide easement for ingress and egress set forth in Agreement by and among Inez Johnson, Wayne Simpson and Players Bluegrass Downs, Inc. dated December 16, 1999 recorded Deed Book 929, Page 367, and as shown on as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, both in the McCracken County Clerk's office.

Being the same property leased to by unrecorded lease dated May 22, 1987, by and between Inez Johnson and Coy Stacey and Bobby Dextor, the Original Lessees, and subsequently assigned to Bluegrass Downs of Paducah, Ltd., ("Successor Lessee") by an unrecorded Assignment of Lease dated June 1, 1987, all as evidenced of record by Memorandum of Lease dated June 1, 1987, of record in Deed Book 703, page 373. Said Successor Lessee having assigned all of its right, title and interest in and to said Lease to Players Bluegrass Downs, Inc., a Kentucky corporation, by Assignment of Lease dated November 22, 1993, as evidenced of record by memorandum thereof recorded in Deed Book 801, page 405, and as further affected by Agreement between Inez Johnson and Players Bluegrass Downs, Inc., dated December 16, 1999, recorded in Deed Book 929, page 367, all in the aforesaid clerk's office.

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## **BLUEGRASS DOWNS – TRACT 4**

### **TRACT 4:**

(A part of Map Number 095-10-00-014)

Being Parcel A, containing 1.950 acres more or less, as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, McCracken County Clerk's Office, and being more particularly described as follows:

Being a parcel of land located North of U.S. Highway 60 or Park Avenue and West of Metcalf Lane in the City of Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a steel rod, ½" diameter by 30" long with a plastic cap stamped "KRLS 1842" set at the time of this survey (hereinafter referred to as a steel rod and cap) at the Southeasterly corner of the herein described property, said steel rod and cap being located N. 02°-25'-25" E., a distance of 229.35 feet from a mag. Nail set on the Northwesterly right-of-way line of U.S. Highway 60 with said Mag. Nail being located N. 87°-08'-15" W., as distance of 307.10 feet from a concrete right-of-way marker located at the intersection of said Northerly right-of-way line with the Westerly right-of-way line of Metcalf Lane; thence from said point of beginning proceed N. 87°-55'-41" W. along and with the Southwestly line of the herein described parcel and with an existing six foot high chain link fence, 167.45 feet to a steel rod and cap set at the Southwesterly corner of the herein described property; thence N 25°-31'-05" W. and continuing along and with said chain-link fence, a distance of 20.17 feet to a steel rod and cap set on the Westerly line of the herein described parcel of land, thence N 03°03'-47" E. along and with the Westerly line aforesaid and continuing along and with the chain-link fence aforesaid, 471.72 feet to a steel rod and cap set, the Northwesterly corner of the subject property; thence S 86°-34'-29" E. along and with the Northerly line of said subject site, 171.66 feet to a steel rod and cap set, the Northeasterly corner of said site; thence S 02°-25'-25" W. along and with an existing six foot high chain-link fence, 485.48 feet to the point of beginning.

Together with a non-exclusive 40 foot wide easement for ingress and egress set forth in Agreement by and among Inez Johnson, Wayne Simpson and Players Bluegrass Downs, Inc. dated December 16, 1999 recorded Deed Book 929, Page 367, and as shown on as shown on Waiver of Subdivision, Plat of Survey for Harrah's Entertainment recorded on January 11, 2000 in Plat Section L, Page 404, both in the Office aforesaid.

Being the same property leased to Wayne Simpson and Gloria Simpson from Inez Johnson, by unrecorded lease dated July 31, 1987, and assigned to Players Bluegrass Downs, Inc., by Assignment of Lease dated June 13, 1994, of record in Deed Book 805, Page 423, in the office aforesaid, and as amended by Agreement between Inez Johnson, Wayne Simpson and Gloria Simpson, husband and wife, and Players Bluegrass Downs, Inc., dated December 16, 1999, recorded in Deed Book 929, Page 343, all in the office aforesaid.

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## **GRAND BILOXI – TIDELANDS LEASE**

### **Tidelands Parcel 1:**

A parcel of land (submerged lands and tidelands) located in Claim Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at an iron rod located at the intersection of the east margin (right-of-way) of Oak Street with the south margin (right-of-way) of U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, N.A.D. 1983, Mississippi East Zone in feet, North 324439.35 and East 973456.36; said point also being the northwest corner of that certain tract of land described by a Boundary Agreement and being recorded in Warranty Deed Book 338, Pages 283-290; thence South 00 degrees 24 minutes 55 seconds East 350.00 feet along said east margin (right-of-way) of Oak Street to the Point of Beginning, said point also being located at the southwest corner of a certain tract of land per the aforesaid Boundary Agreement; thence southeasterly along the southerly line of the aforesaid Boundary Agreement the following twelve courses, South 60 degrees 02 minutes 16 seconds East 20.04 feet, South 81 degrees 37 minutes 19 seconds East 11.55 feet, South 58 degrees 56 minutes 29 seconds East 18.04 feet, South 73 degrees 16 minutes 20 seconds East 25.87 feet, South 66 degrees 03 minutes 59 seconds East 65.07 feet, South 41 degrees 27 minutes 45 seconds East 12.31 feet, South 66 degrees 12 minutes 50 seconds East 18.62 feet, South 77 degrees 21 minutes 47 seconds East 19.55 feet, South 64 degrees 14 minutes 00 seconds East 35.62 feet, South 64 degrees 36 minutes 48 seconds East 33.61 feet, South 73 degrees 01 minutes 45 seconds East 9.53 feet, South 64 degrees 30 minutes 28 seconds East 13.99 feet; thence South 88 degrees 36 minutes 20 seconds West 256.14 feet to a point on the southerly projection of the east margin (right-of-way) of Oak Street; thence North 00 degrees 24 minutes 55 seconds West 120.78 feet along said southerly projection of the east margin (right-of-way) of Oak Street to the said Point of Beginning. Said parcel of land (submerged lands and tidelands) contains 15,525 square feet or 0.356 acres, more or less.

### **Tidelands Parcel 2:**

A certain parcel of land (submerged lands and tidelands) located in Claim Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at an iron rod located at the intersection of the east margin (right-of-way) of Oak Street with the south margin (right-of-way) of U.S. Highway 90, also known as Beach Boulevard, said point having the following State Plane Coordinates, N.A.D. 1983, Mississippi East Zone in feet, North 324439.35 and East 973456.36; said point also being the northwest corner of that certain tract of land described by a Boundary Agreement and being recorded in Warranty Deed Book 338, Pages 283-290; thence easterly along said south margin (right-of- way) of U.S. Highway 90 the following three courses, South 89 degrees 28 minutes 50 seconds East 230.94 feet, North 88 degrees 36 minutes 20 seconds East 605.66 feet, North 88 degrees 55 minutes 15 seconds East 181.31 feet to the northeast corner of that certain tract of land per the

aforesaid Boundary Agreement; thence South 00 degrees 11 minutes 55 seconds East 427.16 feet to the Point of Beginning, said point also being located at the most southeasterly corner of that certain tract of land per the aforesaid Boundary Agreement; thence continue South 00 degrees 11 minutes 55 seconds East 34.95 feet; thence South 88 degrees 36 minutes 20 seconds West 200.00 feet to a point located on the line of that certain tract of land per the aforesaid Boundary Agreement; thence along the line of that certain tract of land per the aforesaid Boundary agreement the following twenty two courses, North 01 degrees 23 minutes 40 seconds West 26.00 feet, South 88 degrees 36 minutes 20 seconds West 4.98 feet, North 01 degrees 23 minutes 40 seconds West 23.20 feet, South 60 degrees 12 minutes 52 seconds East 18.40 feet; thence South 64 degrees 25 minutes 17 seconds East 17.16 feet. South 53 degrees 31 minutes 41 seconds East 6.34 feet, South 61 degrees 44 minutes 07 seconds East 12.64 feet, South 58 degrees 19 minutes 04 seconds East 10.95 feet, South 72 degrees 15 minutes 59 seconds East 7.21 feet, North 87 degrees 19 minutes 59 seconds East 6.26 feet, North 69 degrees 43 minutes 30 seconds East 5.58 feet, North 55 degrees 09 minutes 10 seconds East 28.03 feet, North 51 degrees 12 minutes 32 seconds East 20.66 feet, North 64 degrees 38 minutes 59 seconds East 9.51 feet, North 69 degrees 37 minutes 40 seconds East 21.27 feet, North 68 degrees 12 minutes 05 seconds East 7.38 feet, North 84 degrees 51 minutes 18 seconds East 9.84 feet, South 86 degrees 12 minutes 06 seconds East 5.33 feet, South 78 degrees 09 minutes 28 seconds East 5.62 feet, South 79 degrees 24 minutes 04 seconds East 13.16 feet, South 68 degrees 06 minutes 53 seconds East 13.84 feet, South 38 degrees 38 minutes 16 seconds East 15.61 feet to the Point of Beginning. Said parcel of land (submerged land and tidelands) contains 7,797 square feet or 0.179 acres, more or less.

#### **GRAND BILOXI – GROUND LEASE**

**Parcel 30** (Tax Parcel Nos. 1410I-02-032.000; 1410I-02-032.001-Vacated street; 1510L-02-136.000; 1510M-01-025.000; 1510M-01-025.003; and 1410P-01-004.000-leased portion for theatre)

That certain real property situated in Blocks 1 and 2, Summerville Addition, and other lands lying south of U.S. Highway 90, City of Biloxi, Second Judicial District of Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Southwest corner of the intersection of U.S. Highway 90 and Pine Street if said were extended Southward and run S 00°11'55" E a distance of 397.19 feet along said West margin to an iron pin set at the apparent mean high water line of the Mississippi Sound, thence run Westerly along the meanderings of said apparent mean high water line to a point on a timber bulkhead that lies S 83°23'05" W a distance of 283.50 feet from the last mentioned point, thence run S 03°04'55" E along said timber bulkhead a distance of 150.00 feet to a point, thence follow the meanderings of the apparent mean high water line Southwesterly to a point on a timber bulkhead that lies S 64°48'05" W a distance of 89.10 feet from the last mentioned point, thence run S 03°16'05" W along said bulkhead a distance of 133.30 feet to a point on a pier, thence run S 87°19'05" W along said pier a distance of 78.30 Feet to a point, thence run N 02°51'05" E along the same pier a distance of 262.80 feet to a point, thence N 89°07'55" W along the same pier a distance of 336.70 feet, thence run Northwesterly along the



apparent mean high water line to a point on the East margin of Oak Street that lies N 64°29'40" W a distance of 280.27 feet from the last mentioned point, thence run N 00°24'55" W along said East margin a distance of 350.00 feet to an iron pipe in concrete on the South margin of U.S. Highway 90, thence follow said South margin S 89°28'50" E a distance of 230.94 feet to an iron pin, thence continue along said South margin N 88°36'20" E a distance of 605.66 feet to a concrete right-of-way monument, thence continue along said South margin N 88°55'15" E a distance of 181.31 feet to the point of beginning, together with all riparian or other rights thereunto appertaining. (Tax Parcel Nos. 1410P-01- 004.000, 1510M-01-025.000, & 1510M-01-025.003).

Physical address: 285 Beach Blvd, Biloxi, MS 39533

AND

All of Lots 1 through 10 inclusive, Block 2, Summerville Addition, City of Biloxi, Second Judicial District of Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Northwest corner of said Block 2, Summerville Addition, and run N 89°45'15" E along the South margin of First Street a distance of 480.00 feet to an iron pin marking the Northeast corner of said Block 2; thence run S 00°11'55" E along the West margin of Pine Street a distance of 365.29 feet to a point on the North margin of the North Service Drive of U. S. Highway 90; thence run S 89°23'18" W along said North margin a distance of 480.57 feet to the East margin of Maple Street; thence run N 00°06'40" W along the East margin of Maple Street a distance of 368.36 feet to the point of beginning. (Tax Parcel No. 1510L-02-136.000) AND

All of Lots 3-8 inclusive, Block 1, Summerville Addition, plus the East 20 feet of Lot 2 and the East 10 feet of Lot 9, Block 1, Summerville Addition, City of Biloxi, Second Judicial District, Harrison County, Mississippi, being described more in particular as follows, to-wit:

Beginning at an iron pipe marking the Northeast corner of said Block 1 and run South 00°03'09" East along the West margin of Maple Street a distance of 366.93 feet to a point on the North margin or the North Service Drive of U.S. Highway 90; thence run Southwesterly along said North margin to a point that lies South 89°06'54" West a distance of 340.17 feet from the last mentioned point; thence run North 00°06'31" East a distance of 171.02 feet to a point; thence run North 89°49'51" East a distance of 169.68 feet to a point; thence run North 00°03'40" West a distance of 199.93 feet to the South margin of First Street; thence run North 89°45'15" East along said South margin of First Street a distance of 170.00 feet to the point of beginning. (Tax Parcel No. 1410I-02- 032.000)

Physical address: Beach Blvd, Biloxi, MS

AND All that part of vacated and abandoned Maple Street lying North of the South right-of-way line of U.S. Highway 90 and South of the South line of First Street being that portion of maple street vacated pursuant to Resolution No. 601-96 of the City of Biloxi, located in Section 34, Township 7 South, Range 9 West, City of Biloxi, Second Judicial District of Harrison County, Mississippi. Also known as (Tax Parcel No. 1410I-02-032.001)

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Note: Parcel No. 1510M-01-025.002 is no longer a tax parcel

### **HARRAH'S AIRPLANE HANGAR**

That potion of the North Half (N ½) of Section 28, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the Center Quarter Corner (C ¼) of Section 28, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada; thence North 00°37'41" West, along the East line of the Northwest Quarter (NW ¼) of said Section 28, 14.05 feet to the point of beginning.

Thence North 89°21'35" West, departing said point of beginning 102.28 feet; thence North 00°38'25" East, 215.00 feet; thence South 89°21'35" East, 450.66 feet, to the beginning of a tangent curve concave southwesterly having a radius of 25.00 feet and a central angle of 114°00'00"; thence along the arc of said curve to the right, a distance of 49.76 feet to a point of tangency; thence South 24°40'16" West, 202.36 feet; thence North 89°21'35" West, 176.08 feet; thence North 00°38'25" East, 5.00 feet; thence North 89°21'35" West, 112.72 feet to the point of beginning.

Said legal description attached to that certain Second Amendment to Imperial Palace Lease Agreement dated October 7, 2003

### **HARRAH'S COUNCIL BLUFFS**

Part of accretions to Government Lots 1, 2, 3 and 4, together with riparian rights in Section 33, part of said accretions are located in part of the protraction of Section 32, (according to the Plat of the Original Government Survey, said Section 32 did not exist), Township 75 North, Range 44 West of the 5<sup>th</sup> Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 33; thence North 0 degrees 24 minutes 40 seconds West along the West line of said Northwest Quarter of the Northwest Quarter, a distance of 291.10 feet to a point 240.00 feet normally distant Southerly from the centerline of the Aksarben Bridge as formerly established; thence South 79 degrees 56 minutes 00 seconds West and parallel with the centerline of said Aksarben Bridge as formerly established, a distance of 64.21 feet to a point on the Westerly right-of-way line of the Council Bluffs Missouri River levee and Point of Beginning; thence Southerly along the Westerly right-of-way line of said Council Bluffs Missouri River levee with the following courses: South 18 degrees 02 minutes 16 seconds West, 249.43 feet; thence South 17 degrees 23 minutes 41 seconds West, 236.29 feet; thence South 11 degrees 50 minutes 08 seconds East, 296.56 feet; thence South 23 degrees 33 minutes 45 seconds East, 585.38 feet; thence South 27 degrees 10 minutes 18 seconds East, 1068.68 feet; thence South 17 degrees 04 minutes 16 seconds East, 289.85 feet; thence South 16 degrees 39 minutes 05 seconds East, 523.36 feet; thence South 36 degrees 23 minutes 31 seconds East, 32.65 feet to a point on the Northerly right-of-way line of the Union Pacific Railroad Company, said point being 150.00 feet

distant North from the centerline of said Union Pacific Railroad Company measured at right angles thereto; thence leaving the Westerly right-of-way line of said Council Bluffs Missouri River levee South 88 degrees 50 minutes 40 seconds West along the Northerly right-of-way line of said Union Pacific Railroad Company and parallel with said centerline, a distance of 377.39 feet to the top of bank of the Missouri River; thence Northerly along said top of bank with the following courses: North 20 degrees 33 minutes 51 seconds West, 209.65 feet; thence North 1 degree 53 minutes 51 seconds West, 141.85 feet; thence North 21 degrees 26 minutes 59 seconds West, 70.05 feet; thence North 48 degrees 45 minutes 58 seconds West, 53.20 feet; thence North 22 degrees 07 minutes 51 seconds West, 200.15 feet; thence North 27 degrees 37 minutes 58 seconds West, 119.29 feet; thence North 34 degrees 14 minutes 25 seconds West, 70.52 feet; thence North 15 degrees 29 minutes 39 seconds West, 110.90 feet; thence North 25 degrees 39 minutes 20 seconds West, 334.98 feet; thence North 5 degrees 52 minutes 48 seconds West, 93.47 feet; thence North 7 degrees 30 minutes 55 seconds East, 62.78 feet; thence North 8 degrees 06 minutes 51 seconds West, 87.65 feet; thence North 34 degrees 10 minutes 59 seconds West, 100.89 feet; thence North 16 degrees 18 minutes 02 seconds West, 275.25 feet; thence North 32 degrees 43 minutes 12 seconds West, 154.20 feet; thence North 18 degrees 33 minutes 34 seconds West, 220.22 feet; thence North 8 degrees 07 minutes 54 seconds East, 76.37 feet; thence North 11 degrees 46 minutes 28 seconds West, 55.22 feet; thence North 22 degrees 29 minutes 02 seconds West, 90.48 feet; thence North 13 degrees 57 minutes 21 seconds West, 78.61 feet; thence North 21 degrees 55 minutes 58 seconds West, 510.98 feet; thence North 2 degrees 16 minutes 52 seconds East, 72.13 feet to a point 240.00 feet normally distant Southerly from the centerline of said Aksarben Bridge as formerly established; thence leaving said top of bank North 79 degrees 56 minutes 00 seconds East and parallel with the centerline of Aksarben Bridge as formerly established, a distance of 528.21 feet to the Point of Beginning. The Westerly line of said parcel, being the top of bank of the Missouri River, is subject to change due to natural causes and may not represent the actual location of the limit of title, pursuant to Management Agreement dated August 8, 1994, recorded September 9, 1994 in Book 95, Page 6368 and Sublease Agreement dated March 1, 1995, recorded March 10, 1995 in Book 95, Page 21438;

**EXCEPT** river front roadway as described in Quit Claim Deed at Book 2011, Page 5606 and as shown in Acquisition Plat recorded in Book 2011, Page 5607 and described as follows: A parcel of land being a portion of accretions to Government Lots 1, 2, and 3 in Section 33, Township 75 North, Range 44 West of the 5th Principle Meridian, Council Bluffs, Pottawattamie County, Iowa, being more fully described as follows: Commencing at the Northwest corner of said Section 33; thence along the West line of said Section 33, South 01 degrees 35 minutes 39 seconds West, 1034.31 feet; thence South 81 degrees 54 minutes 47 seconds West, 347.63 feet to the true point of beginning, said point being on a non-tangent curve, concave Easterly, to which point a radial line bears South 86 degrees 32 minutes 43 seconds West, 456.50 feet; thence Southerly along said curve, through a central angle of 25 degrees 46 minutes 30 seconds, 205.36 feet to the beginning of a reverse curve concave Westerly, having a radius of 543.50 feet; thence Southerly along said reverse curve, through a central angle of 22 degrees 45 minutes 28 seconds, 215.88 feet to a point on the Westerly right-of-way line of the Council Bluffs Missouri River Levee; thence along said Westerly right-of-way line the following five (5) courses: 1) South 19 degrees 22 minutes 23 seconds West, 18.95 feet; 2) South 09 degrees 51 minutes 26 seconds East, 296.56 feet; 3) South 21 degrees 35 minutes 03 seconds East, 585.38 feet; 4) South 25 degrees 11 minutes 36 seconds East, 1068.68 feet; 5) South 15 degrees 05 minutes 34 seconds

East, 44.04 feet to a point on a non-tangent curve, concave Northeasterly, to which point a radial line bears South 29 degrees 29 minutes 49 seconds West, 183.00 feet; thence Northwesterly along said curve, through a central angle of 35 degrees 24 minutes 31 seconds, 113.09 feet; thence North 25 degrees 05 minutes 40 seconds West, 1560.17 feet to the beginning of a curve, concave Easterly, having a radius of 482.50 feet; thence Northerly along said curve, through a central angle of 19 degrees 09 minutes 21 seconds, 161.32 feet; hence North 05 degrees 56 minutes 19 seconds West, 202.85 feet to the beginning of a curve, concave Westerly, having a radius of 467.50 feet; thence Northerly along said curve, through a central angle of 23 degrees 17 minutes 28 seconds, 190.04 feet to the beginning of a reverse curve concave Easterly, having a radius of 532.50 feet; thence Northerly along said curve, through a central angle of 25 degrees 06 minutes 46 seconds, 233.39 feet; thence North 81 degrees 54 minutes 49 seconds East, 76.21 feet to the true point of beginning. Said parcel contains an area of 134,229 square feet (3.081 acres), more or less.

**HARRAH'S METROPOLIS**

TRACT 6:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

ALL OF THAT PROPERTY LOCATED IN THE FRACTIONAL SECTION 11 AND SECTION 2, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER, THENCE WESTERLY ALONG THE LOW WATER MARK OF THE OHIO RIVER TO THE POINT WHERE IT INTERSECTS THE WEST LINE OF BROADWAY STREET, EXTENDED TO THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE

NORTHERLY ALONG THE WEST LINE OF BROADWAY STREET, EXTENDED, TO THE SOUTH LINE OF FRONT STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID FRONT STREET TO THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS WITH THE EAST LINE OF METROPOLIS STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PROPERTY BEING THE BED AND BOTTOM OF THE OHIO RIVER IMMEDIATELY ADJACENT TO THE UPLANDS LOCATED IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET TO THE POINT IN THE OHIO RIVER WHERE IT INTERSECTS THE ILLINOIS/KENTUCKY STATE LINE; THENCE WESTERLY ALONG THE ILLINOIS/KENTUCKY STATE LINE TO THE POINT WHERE IT INTERSECTS THE WEST LINE OF BROADWAY STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE ILLINOIS/KENTUCKY STATE LINE; THENCE NORTHERLY ALONG THE WEST LINE OF BROADWAY STREET TO THE POINT IN THE WEST LINE OF BROADWAY STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE LOW WATER MARK OF THE OHIO RIVER; THENCE EASTERLY ALONG THE LOW WATER MARK OF THE OHIO RIVER, TO THE POINT OF BEGINNING.

ALSO BEING FURTHER DESCRIBED AS:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTIONS 2 AND 11, TOWNSHIP 16 SOUTH RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED IN DEED BOOK N, PAGE 375, IN THE MASSAC COUNTY CLERK’S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF METROPOLIS STREET EXTENDED AND THE PROPOSED SOUTH LINE OF FRONT STREET, SAID POINT BEING 55 FEET FROM THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF METROPOLIS STREET AND THE NORTH RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG THE EAST LINE OF METROPOLIS STREET EXTENDED SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST, 559.55 FEET TO THE STATE LINE DIVIDING ILLINOIS AND KENTUCKY, SAID STATE LINE BASED UPON U.S. SUPREME COURT CASE “ILLINOIS V. KENTUCKY, NO. 106 ORIGINAL” WITH FINAL DECREE ENTERED ON DECEMBER 2, 1994; THENCE ALONG SAID STATE LINE THE FOLLOWING 30 CALLS: NORTH 62 DEGREES 15 MINUTES 33 SECONDS WEST, 29.38 FEET; NORTH 59 DEGREES 03 MINUTES 18 SECONDS WEST, 78.88 FEET; NORTH 66 DEGREES 32 MINUTES 08 SECONDS WEST, 33.40 FEET; NORTH 56 DEGREES 02 MINUTES 07 SECONDS WEST, 69.41 FEET; NORTH 51 DEGREES 31 MINUTES 59 SECONDS WEST, 65.88 FEET; NORTH 54

DEGREES 59 MINUTES 52 SECONDS WEST, 77.88 FEET; NORTH 56 DEGREES 01 MINUTES 50 SECONDS WEST, 34.70 FEET; NORTH 55 DEGREES 49 MINUTES 17 SECONDS WEST, 62.14 FEET; NORTH 55 DEGREES 05 MINUTES 08 SECONDS WEST, 67.76 FEET; NORTH 53 DEGREES 27 MINUTES 45 SECONDS WEST, 58.96 FEET; NORTH 56 DEGREES 01 MINUTES 56 SECONDS WEST, 104.13 FEET; NORTH 62 DEGREES 01 MINUTES 40 SECONDS WEST, 69.57 FEET; NORTH 70 DEGREES 19 MINUTES 24 SECONDS WEST, 38.97 FEET; NORTH 48 DEGREES 25 MINUTES 01 SECONDS WEST, 44.25 FEET; NORTH 62 DEGREES 30 MINUTES 34 SECONDS WEST, 62.30 FEET; NORTH 57 DEGREES 52 MINUTES 50 SECONDS WEST, 65.47 FEET; NORTH 46 DEGREES 34 MINUTES 06 SECONDS WEST, 68.47 FEET; NORTH 45 DEGREES 47 MINUTES 17 SECONDS WEST, 54.49 FEET; NORTH 53 DEGREES 41 MINUTES 19 SECONDS WEST, 66.89 FEET; NORTH 64 DEGREES 12 MINUTES 40 SECONDS WEST, 47.88 FEET; NORTH 57 DEGREES 26 MINUTES 17 SECONDS WEST, 104.53 FEET; NORTH 58 DEGREES 32 MINUTES 43 SECONDS WEST, 139.93 FEET; NORTH 48 DEGREES 32 MINUTES 35 SECONDS WEST, 120.37 FEET; NORTH 51 DEGREES 34 MINUTES 37 SECONDS WEST, 59.33 FEET; NORTH 50 DEGREES 23 MINUTES 14 SECONDS WEST, 31.18 FEET; NORTH 48 DEGREES 32 MINUTES 11 SECONDS WEST, 60.18 FEET; NORTH 43 DEGREES 45 MINUTES 32 SECONDS WEST, 63.33 FEET; NORTH 52 DEGREES 27 MINUTES 33 SECONDS WEST, 60.46 FEET; NORTH 48 DEGREES 43 MINUTES 04 SECONDS WEST, 28.03 FEET; NORTH 55 DEGREES 33 MINUTES 40 SECONDS WEST, 21.14 FEET TO A POINT ON THE WEST LINE OF BROADWAY STREET EXTENDED; THENCE LEAVING SAID STATE LINE AND ALONG THE WEST LINE OF BROADWAY STREET EXTENDED, NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST 275.84 FEET TO A HALF INCH REBAR WITH PLASTIC CAP SET; THENCE CONTINUING ALONG SAID WEST LINE OF BROADWAY STREET EXTENDED, NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST, 273.56 FEET TO A HALF INCH REBAR WITH PLASTIC CAP SET ON THE PROPOSED SOUTH LINE OF FRONT STREET, SAID REBAR LOCATED 55 FEET FROM THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BROADWAY STREET AND THE NORTH RIGHT OF WAY LINE OF FRONT STREET; THENCE ALONG THE PROPOSED SOUTH LINE OF FRONT STREET, SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST, 1879.91 FEET TO THE POINT OF BEGINNING.

TRACT 7:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED AS THE RIGHT OF POSSESSION GRANTED IN THE LEASE FOR THE LEASE TERM), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (SECOND LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND SOUTHERN ILLINOIS RIVERBOAT CASINO CRUISES, INC., AS LESSEE, DATED OCTOBER 1, 2015 FOR A PERIOD OF TEN (10) YEARS WITH TWO (2) OPTIONS TO RENEW FOR A PERIOD OF FIVE (5) YEARS EACH AND APPROVED BY ORDINANCE 2015-17 ON SEPTEMBER 14, 2015 BY THE CITY OF METROPOLIS FILED SEPTEMBER

18, 2017 IN BOOK 879, PAGES 952-971 IN THE MASSAC COUNTY RECORDER'S OFFICE WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:

ALL OF THAT PROPERTY LOCATED IN THE FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN THE CITY OF METROPOLIS, MASSAC COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF METROPOLIS STREET, EXTENDED, AT THE POINT WHERE IT INTERSECTS THE MODERN LOW WATER MARK OF THE OHIO RIVER; THENCE EASTERLY ALONG THE SAID LOW WATER MARK OF THE OHIO RIVER TO THE POINT WHERE IT INTERSECTS THE EAST LINE OF GIRARD STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE SAID MODERN LOW WATER MARK ON THE OHIO RIVER; THENCE NORTHERLY ALONG THE EAST LINE OF GIRARD STREET, EXTENDED, TO THE SOUTH R.O.W. LINE OF FRONT STREET; THENCE WESTERLY ALONG THE SOUTH R.O.W. LINE OF SAID FRONT STREET TO THE EAST LINE OF METROPOLIS STREET AT THE POINT WHERE IT INTERSECTS WITH THE EAST LINE OF METROPOLIS STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF METROPOLIS STREET, EXTENDED, TO THE POINT WHERE IT INTERSECTS THE MODERN LOW WATER MARK OF THE OHIO RIVER, BEING THE POINT OF BEGINNING.

TRACT 8:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

LOTS 28 AND 466 IN BLOCK NO. 4, OF THE ORIGINAL PLAT OF THE CITY OF METROPOLIS, ILLINOIS.

TRACT 9:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN

REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION 2 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A ONE-HALF INCH DIAMETER REBAR AND PLASTIC CAP SET WHERE THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT STREET INTERSECTS THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARKET STREET, SAID POINT BEING THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 4, THENCE FROM SAID POINT OF BEGINNING PROCEED SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT STREET 359.98 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET AT THE SOUTHERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST WITH A PROJECTION OF SAID NORTHWESTERLY RIGHT OF WAY LINE 55.00 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF FRONT STREET, SAID SOUTHWESTERLY RIGHT OF WAY LINE BEING REFERRED TO AS "PROPOSED SOUTH LINE OF FRONT STREET" AS CITED IN THE BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC. OF RECORD IN VOLUME 535, PAGES 42 THROUGH 46 OF THE MASSAC COUNTY RECORDER'S OFFICE; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID SOUTHWESTERLY LINE 359.98 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET IF PROJECTED IN A SOUTHWESTERLY DIRECTION FROM THE WESTERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST ALONG AND WITH SAID PROJECTED LINE 55.00 FEET TO THE POINT OF BEGINNING. A/K/A PORTION OF VACATED FRONT STREET BETWEEN MARKET AND FERRY STREETS;



TRACT 10:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE (FIRST LANDING LEASE), EXECUTED BY CITY OF METROPOLIS, AS LESSOR, AND P.C.I., INC., AS LESSEE, DATED DECEMBER 10, 1990 (LEASE DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED MAY 26, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT TO LEASE, DATED JULY 13, 1992 (AMENDMENT DOES NOT APPEAR OF RECORD), AND AMENDMENT AND ASSIGNMENT OF LEASE, DATED AUGUST 25, 1995, FILED AUGUST 31, 1995, IN BOOK 399 PAGE 10, IN WHICH P.C.I., INC. ASSIGNS ALL RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE LEASE TO SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 26, 2001, FILED APRIL 11, 2001, IN BOOK 568 PAGE 69, AND AMENDMENT TO LEASE AGREEMENT, DATED MARCH 9, 2004, FILED JULY 9, 2004, IN BOOK 708 PAGE 79, AND AMENDMENT TO LEASE AGREEMENT, DATED SEPTEMBER 13, 2004, FILED OCTOBER 19, 2004, IN BOOK 719 PAGE 180, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1992, AND ENDING DECEMBER 31, 2019:

A PARCEL OF LAND LOCATED IN FRACTIONAL SECTION 2 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A ONE HALF INCH DIAMETER REBAR AND PLASTIC CAP SET WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF FIRST STREET INTERSECTS THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET, SAID POINT BEING THE NORTHERLY MOST CORNER OF THE AFORESAID BLOCK 4; THENCE FROM SAID POINT OF BEGINNING PROCEED NORTH 34 DEGREES 47 MINUTES 46 SECONDS EAST WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MARKET STREET, IF PROJECTED, 70.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FIRST STREET AT THE WESTERLY MOST CORNER OF BLOCK 11 AFORESAID; THENCE SOUTH 55 DEGREES 12 MINUTES 14 SECONDS EAST ALONG AND WITH SAID NORTHEASTERLY RIGHT OF WAY LINE, THE SAME BEING THE SOUTHWESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 359.98 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET AT THE SOUTHERLY MOST CORNER OF SAID BLOCK 11; THENCE SOUTH 34 DEGREES 47 MINUTES 46 SECONDS WEST ALONG AND WITH A PROJECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FERRY STREET, 70.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF FIRST STREET AT THE EASTERLY MOST CORNER OF BLOCK 4 AFORESAID; THENCE NORTH 55 DEGREES 12 MINUTES 14 SECONDS WEST ALONG AND WITH SAID RIGHT OF WAY LINE, 359.98 FEET TO THE POINT OF BEGINNING. A/K/A PORTION OF VACATED FIRST STREET BETWEEN MARKET AND FERRY STREETS;

AND

THE ENTIRE SOUTHERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY:

PORTION OF FRONT STREET RIGHT-OF-WAY BETWEEN FERRY STREET AND METROPOLIS STREET TO BE CLOSED AND VACATED. BEING A PORTION OF THE FRONT STREET RIGHT-OF-WAY LOCATED EAST OF FERRY STREET AND WEST OF METROPOLIS STREET IN THE CITY OF METROPOLIS, MASSAC COUNTY, ILLINOIS, SAID PROPERTY BEING LOCATED IN FRACTIONAL SECTION 11, TOWNSHIP 16 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL ROD, ONE-HALF INCH IN DIAMETER, TWENTY-FOUR INCHES LONG WITH A YELLOW PLASTIC CAP STAMPED "FMT ENGRS L.R.L.S. 2651" SET AT THE SOUTHWESTERLY CORNER OF LOT NO. 27, BLOCK NO. 3 OF THE PLAT OF METROPOLIS CITY OF RECORD IN DEED BOOK "N", PAGES 375 THROUGH 378 OF THE MASSAC COUNTY CLERK'S OFFICE, SAID POINT BEING LOCATED AT THE SOUTHWESTERLY CORNER OF DOROTHY MILLER PARK WHERE THE EASTERLY RIGHT-OF-WAY LINE OF FERRY STREET INTERSECTS THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET; THENCE FROM SAID POINT OF BEGINNING PROCEED S. 55 DEGREES 12'14" E. ALONG AND WITH THE SOUTHERLY LINE OF THE AFORESAID BLOCK NO. 3 AND THE NORTHERLY LINE OF SAID FRONT STREET, 359.97 FEET TO A MAGNETIC NAIL SET NEAR THE BACK OF A CONCRETE WALK AT THE SOUTHEASTERLY CORNER OF SAID DOROTHY MILLER PARK, SAID NAIL BEING LOCATED AT THE SOUTHEASTERLY CORNER OF LOT NO. 19, BLOCK NO. 3 OF THE AFORESAID PLAT OF METROPOLIS CITY AND ON THE WESTERLY RIGHT-OF-WAY LINE OF METROPOLIS STREET; THENCE PROCEED S. 34 DEGREES 47'46" W, ALONG AND WITH THE PROJECTED WESTERLY RIGHT-OF-WAY LINE OF SAID METROPOLIS STREET 55.00 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP STAMPED "FMT ENGRS I.L.R.S. 2651" SET ON THE NORTHERLY LINE OF TRACT 9 AS DESCRIBED IN BOUNDARY LOCATION AGREEMENT BETWEEN THE CITY OF METROPOLIS AND SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES, INC., RECORDED IN VOLUME 535 AT PAGES 41 THROUGH 46 OF RECORDS IN THE MASSAC COUNTY CLERK'S OFFICE, SAID MARKER ALSO BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET; THENCE PROCEED N. 55 DEGREES 12'14" W. ALONG AND WITH SAID RIGHT-OF-WAY LINE AND THE LINE OF SAID TRACT 9, A DISTANCE OF 359.97 FEET TO A MAGNETIC NAIL WITH A YELLOW PLASTIC CAP AS HERETOFORE DESCRIBED SET AT THE INTERSECTION WITH THE PROJECTED EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FERRY STREET; THENCE PROCEED N. 34 DEGREES 47'46" E. ALONG AND WITH SAID PROJECTED LINE, 55.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY.

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**HARVEY’S LAKE TAHOE (NEVADA)**

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

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

PARCEL 1:

A parcel of land located within a portion of Section 27, Township 13 North, Range 10 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada state line and the Westerly right-of-way line at U.S. Highway 50;

Thence N. 48°42’34” W., 990.12 feet along the California-Nevada state line to the POINT OF BEGINNING;

Thence N. 48°42’34” W., 117.90 feet along the California-Nevada state line;

Thence N. 30°18’30” E., 172.01 feet;

Thence N. 70°15’01” W., 157.23 feet;

Thence N. 29°43’25” W., 86.29 feet;

Thence N. 00°50’44” E., 33.27 feet;

Thence N. 62°26’55” W., 72.14 feet to a point on the Easterly right-of-way line of Stateline Loop Road;

Thence N. 23°57’13” E., 121.09 feet along said Easterly right-of-way line;

Thence along said Easterly right-of-way line 144.33 feet along the arc of a curve to the right having a central angle of

07°04’04” and a radius of 1170.00 feet (chord bears N. 27°29’15” E., 144.24 feet);

Thence S. 62°03’50” E., 1396.61 feet to a point on the Westerly right-of-way line of U.S. Highway 50;

Thence S. 27°57’22” W., 296.01 feet along the Westerly right-of-way of U.S. Highway 50;

Thence N. 62°02’38” W., 289.93 feet;

Thence N. 80°14-14” W., 709.00 feet to the POINT OF BEGINNING

Document No. 434235 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 2:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

COMMENCING at a point lying at the intersection of the California-Nevada state line and the Westerly right-of-way line of U.S. Highway 50;

Thence N. 48°42'34" W., 1108.02 feet along the California -Nevada state line to the POINT OF BEGINNING;

Thence N. 48°42'34" W., 306.26 feet along the California-Nevada state line to a point on the Easterly right-of-way line of Stateline Loop Road;

Thence N. 23°57'13" E., 154.41 feet along the Easterly right-of-way line of Stateline Loop Road;

Thence S. 62°26'55" E., 72.14 feet;

Thence S. 00°50'44" W., 33.27 feet;

Thence S. 29°43'25" E., 86.29 feet;

Thence S. 70°15'01" E., 157.23 feet;

Thence S. 30°18'30" W., 172.01 feet to the POINT OF BEGINNING.

Document No. 434233 is provided pursuant to the requirements of Section 6.NRS 111.312.

The above Parcel 1 and 2 is also described as a whole parcel by that certain legal description contained in the Boundary Line Adjustment Grant Bargain, Sale Deed recorded March 8, 2013 as Document No. 819513 as follows:

A parcel of land located within Section 27, Township 13 North, Range 18 East, M.D.B.&M., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a point being the intersection the Easterly right-of-way line of Lake Parkway and the California-Nevada State Line which bears S. 50°37'18" W., 3759.09 feet from the Northeast corner of said Section 27;

Thence N. 23°59'13" E., along said Easterly right-of-way line, 275.26 feet;

Thence, continuing along said Easterly right-of-way line, 144.26 feet along the arc of a curve to the right having a central angle of 07°03' 51" and a radius of 1,170.00 feet, (chord bears N. 27°31'09" E., 144.16 feet);

Thence S. 62°01 '24" E., 293.17 to a brass cap at the Southwesterly corner of the 20.836 acre Park Cattle Company parcel as shown on the Record of Survey Supporting a Boundary Line Adjustment for Park Cattle Co., Document No. 274260, of the Douglas County Recorder's office;

Thence S. 62°01'24" E., along the Southwesterly line of said parcel, 1105.54 to the Northwesterly right-of-way line of U.S. Highway 50;

Thence S. 27°59'57" W., along said right-of-way line, 296.01 feet to the Northeasterly corner of the Harvey's Tahoe Management Company, Inc. parcel as described in the deed, Document No. 723806, of the Douglas County Recorder's office;

Thence along the Northerly line of said Harvey's parcel the following four courses;

N. 62°00'03" W., 289.93 feet;

N. 80°11'39" W., 613.21 feet;

S. 48°39'46" E., 11.05 feet;

N. 80°11'39" W., 95.61 feet to a point on the California-Nevada State Line;

Thence N. 48°39'46" W., along said State Line, 12.93 feet to a G.L.O. brass cap State Line monument as shown on said Record of Survey, Document No. 274260;

Thence N. 48°42'34" W., continuing along said State Line, 424.48 feet to the POINT OF BEGINNING.

Said land is also shown on the Record of Survey to Support a Boundary Line Adjustment for Edgewood Companies, F.K.A. Park Cattle Company, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on March 8, 2013, in Book 313, Page 1687, as File No. 819512, Official Records.

APN: 1318-27-001-013

Document No. 819513 is provided pursuant to the requirements of Section 6.NRS 111.312.

### **HARVEY'S LAKE TAHOE (CALIFORNIA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SOUTH LAKE TAHOE, COUNTY OF EL DORADO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A parcel of land located within a portion of Section 27, Township 13 North, Range 18 East, M.D.B.&M., El Dorado County, California, being more particularly described as follows:

Commencing at a point lying at the intersection of the California-Nevada State Line and the westerly right of way line of U.S. Highway 50; Thence North 48° 42' 34" West, 1104.38 feet along the California-Nevada State Line to the point of beginning; thence South 88° 32' 23" West, 290.89 feet along the Northerly right of way line of Stateline Avenue; thence along the Easterly right of way line of Stateline Loop Road, 37.84 feet along the arc of a curve to the right having a central angle of 108° 24' 37" and a radius of 20.00 feet (chord bears North 37° 15' 44" West, 32.44 feet); thence continuing along the Easterly right of way line of Stateline Loop Road, 75.86 feet along the arc of a non-tangent compound curve having a central angle of 07° 00' 36" and a

radius of 620.00 feet (chord bears North 20° 26' 55" East, 75.81 feet); thence North 23° 57' 13" East, 125.90 feet to a point on the California-Nevada State Line; thence departing said Easterly right of way line of Stateline Loop Road, South 48° 42' 34" East, 309.89 feet along the California-Nevada State Line to the point of beginning.

**HORSESHOE BOSSIER – WATER BOTTOM**

**TRACT 3:** (APN: N/A)

PROPERTY “Z”

Fee Simple: State of Louisiana, State Land Office

Leasehold: Horseshoe Entertainment

That certain leasehold estate created by the Lease affecting the following described property:

A tract of land located adjacent to Section 29, 30 and 32, Township 18 North, Range 13 West, Bossier City, Bossier Parish, Louisiana, being more fully described as follows:

Commencing at the Southwest corner of Lot 81, of the Corrected Map of East Shreveport Subdivision, as recorded in Book 60, page 17 of the Records of Bossier Parish, Louisiana; run thence along the line which is an extension of the Northerly right of way line of Rush Street South 50°23'52" West a distance of 46.12 feet to a point on the Westerly toe of the Levee; run thence along said toe South 50°18'57" East a distance of 555.42 feet to a point on the Northerly right of way line of the East approach to the Traffic Street Bridge as recorded in Book 35, page 169 of the Records of Bossier Parish, Louisiana; run thence along said Northerly right of way line South 49°05'52" West a distance of 563.81 feet to a point on the Easterly Bank of Red River; run thence along said bank the following courses and distances: North 24°04'48" West a distance of 121.67 feet; North 21°19'14" West a distance of 100.63 feet; North 17°23'06" East a distance of 22.62 feet; thence leaving said bank run South 62°39'42" West a distance of 65.10 feet more or less to the mean low water level of Red River, SAID POINT BEING THE POINT OF BEGINNING of tract herein described:

Continue thence South 62°39'42" West a distance of 163.93 feet into Red River; run thence North 27°49'38" West a distance of 400.00 feet; run thence North 62°39'42" East a distance of 193.18 feet more or less to the mean low water level of the River; run thence with the mean low water level South 27°20'18" East a distance of 370.60 feet more or less and South 13°58'04" West a distance of 39.13 feet more or less to the Point of Beginning of tract, containing 1.75 acres, more or less.

**HORSESHOE BOSSIER – BONOMO**

**TRACT 2:** (APN: 124188)

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Fee Simple:	Bonomo Investment Company, LLC & except as to the West 30 feet of the East 40 feet of Lot 41 which is vested in Johnny Bonomo, Jr. and Mary Cordaro Bonomo
Leasehold:	Horseshoe Entertainment

Lease affecting Lots 37, 38, 39, and the East 55 feet of Lot 40, and the East 40 feet of Lot 41, Corrected Map of East Shreveport, a subdivision of the City of Bossier City, as per plat recorded in Book 60, page 17 of the Conveyance Records of Bossier Parish, Louisiana.

**HORSESHOE HAMMOND – NATIONAL RAILROAD**

Parcel 1:

All of that certain premises as demised and depicted on an Exhibit to that Memorandum of Lease by and between National Railroad Passenger Corporation (Landlord) and Horseshoe Hammond, LLC (Tenant) dated \_\_\_\_\_, 2017, defined as being a 78,805 S.F./1.809 acre leased area and also a leased 25’ non-exclusive roadway, being a portion of that parcel described herein below:

ALL THAT PARCEL of land situate in the City of Hammond, County of Lake and State of Indiana, being part of Section 6, Township 37 North, Range 9 West, of the Second Principal Meridian, bounded and described according to a plan of survey made by Plumb, Tuckett and Hubbard, Inc., Consulting Engineers, dated November 8, 1978, as follows, viz: COMMENCING at the Southwest corner of said Section 6; thence extending North 0 degrees 41 minutes 54 seconds East, along the West line of said Section 6, said West line being coincident with the centerline of Calumet Avenue, 3,406.41 feet to a P.K. nail marking the true point of beginning for the parcel of land being described; EXTENDING from said true point of beginning the following five courses and distances: (1) North 0 degrees 41 minutes 54 seconds East, continuing along said West line of Section 6 and centerline of Calumet Avenue, 168.76 feet to a P.K. nail in the southwesterly line of land now or formerly of Baltimore and Ohio Railroad; thence (2) Southeastwardly, by said last mentioned land, on a curve to the left having a radius of 11,277.44 feet, the chord of which bears South 50 degrees 40 minutes 32 seconds East, for a length of 914.78 feet, the arc distance of 915.03 feet to a point of tangent marked by an iron pin; thence (3) South 53 degrees 00 minutes East, still by the last mentioned land, 328.30 feet to a P.K. nail in the centerline of Lake Avenue; thence (4) South 0 degrees 42 minutes 48 seconds West, along said centerline of Lake Avenue, 220.32 feet to a P.K. nail; thence (5) North 49 degrees 27 minutes 36 seconds West, 1275.61 feet to the place of beginning. CONTAINING 178,997.73 square feet, more or less, or 4.109 acres, more or less.

**HORSESHOE HAMMOND – WATERWORKS**

**PARCEL 4: (1001 Calumet Avenue)**

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the POINT OF BEGINNING of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the terminus of this centerline description.

**HORSESHOE HAMMOND – CITY OF HAMMOND, DEPARTMENT OF REDEVELOPMENT**

PARCEL 2: (825 Empress Drive)



A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.77 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 17.84 feet to the Point of Beginning of this description; thence North 35 degrees 17 minutes 10 seconds East 813.45 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet; thence South 35 degrees 23 minutes 05 seconds West 90.00 feet; thence North 54 degrees 36 minutes 55 seconds West 110.00 feet; thence South 35 degrees 17 minutes 10 seconds West 780.38 feet; thence North 46 degrees 40 minutes 28 seconds West 40.40 feet to the Point of Beginning.

PARCEL 3: (1001 Calumet Avenue)

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,209.68 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West; thence South 41 degrees 13 minutes 34 seconds East 61.96 feet; thence South 41 degrees 13 minutes 34 seconds East 90.30 feet to the point of curvature of a curve to the left, said point of curvature being South 48 degrees 46 minutes 26 seconds West 2,814.93 feet from the radius point of said curve; thence southeasterly 229.76 feet along said curve to a point being South 44 degrees 05 minutes 50 seconds West 2,814.93 feet from the radius point of said curve; thence North 35 degrees 17 minutes 10 seconds East 831.29 feet; thence North 79 degrees 22 minutes 58 seconds East 71.38 feet; thence South 54 degrees 36 minutes 55 seconds East 100.48 feet to the Point of Beginning of this description; thence continuing South 54 degrees 36 minutes 55 seconds East 146.67 feet; thence South 35 degrees 16 minutes 41 seconds West 523.46 feet; thence North 54 degrees 35 minutes 11 seconds West 236.35 feet; thence South 35 degrees 15 minutes 53 seconds West 349.92 feet; thence North 46 degrees 40 minutes 28 seconds West 20.88 feet; thence North 35 degrees 17 minutes 10 seconds East 780.38 feet; thence South 54 degrees 36 minutes 55 seconds East 110.00 feet; thence North 35 degrees 23 minutes 05 seconds East 90.00 feet to the Point of Beginning.

PARCEL 5: (1002 Calumet Avenue)

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minutes 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 176.71 feet along said curve to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of said curve and to the Point of Beginning of this description; thence North 48 degrees 49 minutes 21 seconds East 35.00 feet; thence South 41 degrees 10 minutes 39 seconds East 625.56 feet; thence South 41 degrees 14 minutes 09 seconds East 34.87 feet to a point on a non-tangent curve concave to the northeast (said curve hereinafter referred to as “Curve #1”), said point of curvature being South 48 degrees 38 minutes 51 seconds West 5,682.15 feet from the radius point of said curve; thence southeasterly 150.03 feet along Curve #1 to a point being South 47 degrees 08 minutes 05 seconds West 5,682.15 feet from the radius point of Curve #1; thence North 48 degrees 45 minutes 56 seconds East 96.78 feet; thence South 41 degrees 14 minutes 04 seconds East 100.00 feet; thence South 48 degrees 45 minutes 56 seconds West 128.09 feet to a point on a non-tangent curve concave to the northeast (said curve is concentric with Curve #1), said point being South 46 degrees 08 minutes 30 seconds West 5,717.15 feet from the radius point of said curve; thence North 41 degrees 14 minutes 09 seconds West 34.96 feet; thence North 41 degrees 10 minutes 39 seconds West 625.58 feet to the Point of Beginning.

PARCEL 6: (1001 Calumet Avenue)

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right, said point of curvature

being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of said curve; thence northeasterly and easterly 118.22 feet along said curve to the southwestern boundary of the 21.255 acre tract of land described in the Quitclaim Deed recorded as instrument #91018107 on April 17, 1991, in the Office of the Recorder of Lake County, Indiana, said point being North 15 degrees 15 minutes 10 seconds West 326.48 feet from the radius point of said curve, the next seven (7) courses are along the boundary of said 21.255 acre tract of land; 1) thence North 41 degrees 15 minutes 08 seconds West 1,700.29 feet to the Point of Beginning of this description; 2) thence North 41 degrees 15 minutes 08 seconds West 1,539.62 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 44 minutes 52 seconds West 24,828.52 feet from the radius point of said curve; 3) thence northwesterly 281.79 feet along said curve to its point of tangency, said point of tangency being South 49 degrees 23 minutes 53 seconds West 24,828.52 feet from the radius point of said curve; 4) thence North 40 degrees 36 minutes 07 seconds West 1,474.75 feet to the Indiana/Illinois State Line; 5) thence North 00 degrees 52 minutes 04 seconds West 138.52 feet along the Indiana/Illinois State Line; 6) thence South 48 degrees 50 minutes 29 seconds East 279.19 feet; 7) thence South 41 degrees 14 minutes 04 seconds East 2,051.13 feet to the northwestern corner of the tract of land described in the Quitclaim Deed recorded in Deed Record 1219, page 31, on November 5, 1962, in said Recorder's Office, said corner being on "Eggers Fence Line"; thence South 87 degrees 40 minutes 04 seconds East 11.27 feet along the northern boundary of said tract of land which is also along "Eggers Fence Line"; thence South 41 degrees 12 minutes 09 seconds East 139.21 feet; thence South 40 degrees 14 minutes 07 seconds East 154.35 feet to a point on a non-tangent curve concave to the southwest, said point being North 51 degrees 42 minutes 18 seconds East 1,514.88 feet from the radius point of said curve;

thence southeasterly 141.95 feet along said curve to a point being North 57 degrees 04 minutes 25 seconds East 1,514.88 feet from the radius point of said curve; thence South 30 degrees 59 minutes 10 seconds East 154.35 feet; thence South 30 degrees 01 minute 09 seconds East 186.88 feet; thence South 30 degrees 59 minutes 24 seconds East 155.62 feet to a point on a non-tangent curve concave to the northeast, said point being South 57 degrees 04 minutes 25 seconds West 1,539.88 feet from the radius point of said curve; thence southeasterly 143.63 feet to a point being South 51 degrees 43 minutes 47 seconds West 1,539.88 feet from the radius point of said curve; thence South 48 degrees 44 minutes 52 seconds West 29.89 feet to the Point of Beginning;

ALSO, a part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West and a part of Section 36, Township 38 North, Range 10 West located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 2,195.00 feet along the East line of said Section 1 to its point of intersection with the centerline of Indianapolis Boulevard (100 foot wide right-of-way); thence North 40 degrees 07 minutes 55 seconds West 3,007.99 feet along the centerline of Indianapolis Boulevard; thence North 49 degrees 52 minutes 05 seconds East 50.00 feet perpendicular to the centerline of Indianapolis Boulevard to the northeastern right-of-way line of Indianapolis Boulevard; thence North 40 degrees 07 minutes 55 seconds West 190.50 feet along the northeastern right-of-way line of

Indianapolis Boulevard; thence North 51 degrees 02 minutes 14 seconds East 290.22 feet; thence South 60 degrees 14 minutes 57 seconds East 49.35 feet; thence North 54 degrees 00 minutes 00 seconds East 528.73 feet to the point of curvature of a curve to the right (said curve hereinafter referred to as "Curve #1), said point of curvature being North 36 degrees 00 minutes 00 seconds West 326.48 feet from the radius point of Curve #1; thence northeasterly and easterly 176.71 feet along Curve #1 to a point being North 04 degrees 59 minutes 19 seconds West 326.48 feet from the radius point of Curve #1 and to the Point of Beginning of this description; thence North 41 degrees 10 minutes 39 seconds West 1,372.17 feet to the point of curvature of a curve to the right, said point of curvature being South 48 degrees 49 minutes 21 seconds West 474.78 feet from the radius point of said curve; thence northwesterly 58.94 feet along said curve to its point of tangency, said point of tangency being South 55 degrees 56 minutes 06 seconds West 474.78 feet from the radius point of said curve; thence North 34 degrees 03 minutes 54 seconds West 45.58 feet to point of curvature of curve to the left, said point of curvature being North 55 degrees 56 minutes 06 seconds East 729.28 feet from the radius point of said curve; thence northwesterly 90.62 feet along said curve to its point of tangency, said point of tangency being North 48 degrees 48 minutes 55 seconds East 729.28 feet from the radius point of said curve; thence North 41 degrees 11 minutes 05 seconds West 8.90 feet; thence North 40 degrees 12 minutes 29 seconds West 154.34 feet to a point on a non-tangent curve concave to the northeast, said point being South 51 degrees 45 minutes 03 seconds West 1,500.05 feet from the radius point of said curve; thence northwesterly 138.44 feet along said curve to a point being South 57 degrees 02 minutes 18 seconds West 1,500.05 feet from the radius point of said curve; thence North 31 degrees 00 minutes 10 seconds West 154.34 feet; thence North 30 degrees 01 minute 34 seconds West 170.82 feet to the point of curvature of a curve to the right, said point of curvature being South 59 degrees 58 minutes 26 seconds West 1,420.19 feet from the radius point of said curve; thence northwesterly and northerly 273.83 feet along said curve to its point of tangency, said point of tangency being South 71 degrees 01 minute 16 seconds West 1,420.10 feet from the radius point of said curve; thence North 18 degrees 58 minutes 44 seconds West 56.31 feet to a point on the northwesterly extension of the southwestern boundary of the 16.039 acre tract of land described in the Warranty Deed recorded in Deed Record 1218, page 592, on November 9, 1962, in the Office of the Recorder of Lake County, Indiana; thence South 41 degrees 14 minutes 04 seconds East 2,501.08 feet along the northwesterly extension of the southwestern boundary of said 16.039 acre tract of land and along the southwestern boundary of said 16.039 acre tract of land to a point being North 48 degrees 49 minutes 21 seconds East of the point of beginning; thence South 48 degrees 49 minutes 21 seconds West 193.47 feet to the Point of Beginning.

EXCEPTING AND EXCLUDING the following from the above-described parcels:

A parcel of real estate that is two hundred (200) feet wide (measured from east to west) and fifty (50) feet in depth (measured from north to south) and located in the northeasternmost corner of the above-described parcels.

PARCEL 7:

A 32.00 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana, the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degree 01 minute 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the northeast, said point being South 38 degrees 59 minutes 01 second West 1,637.02 feet from the radius point of said curve; thence southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 48 minutes 21 seconds West 1,637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East 650.47 feet to the point of curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West 2,864.79 feet from the radius point of said curve; thence southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2,864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, and to the point of beginning of this description, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 270.31 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvature being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the terminus of this centerline description.

EXCEPTING THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS:

A 32 foot-wide strip of land being a part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West located in North Township, Lake County, Indiana the centerline of which is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 01 degrees 01 minutes 03 seconds West (assumed bearing) 4,091.63 feet along the East line of said Section 1 and along the West line of Section 6, Township 37 North, Range 9 West to a point on a non-tangent curve concave to the Northeast, said point being South 38 degrees 59 minutes 01 seconds West, 1637.02 feet from the radius point of said curve; thence Southeasterly 62.23 feet along said curve to its point of tangency, said point of tangency being South 36 degrees 43 minutes 21 seconds West, 1637.02 feet from the radius point of said curve; thence South 53 degrees 11 minutes 39 seconds East, 650.47 feet to the point of a curvature of a curve to the left, said point of curvature being South 36 degrees 48 minutes 21 seconds West, 2864.79 feet from the radius point of said curve; thence Southeasterly 84.09 feet along said curve to its point of tangency, said point of tangency being South 35 degrees 07 minutes 27 seconds West 2864.79 feet from the radius point of said curve; thence South 54 degrees 52 minutes 33 seconds East 325.80 feet to the point of curvature of a curve to the left, said point of curvature being South 35 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly, Northerly, and Northwesterly 142.07 feet along said curve to its point of tangency, said point of tangency being North 67 degrees 07 minutes 27 seconds East 55.00 feet from the radius point of said curve; thence North 22 degrees 52 minutes 33 seconds West 53.74 feet to the point of curvature of a curve to the right, said point of curvature being South 67 degrees 07 minutes 27 seconds West 55.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 56.62 feet along said curve to its point of tangency, said point of tangency being North 53 degrees 53 minutes 40 seconds West 55.00 feet from the radius point of said curve; thence North 36 degrees 06 minutes 20 seconds East 15.67 feet to the Point of Beginning of this centerline description; thence North 36 degrees 06 minutes 20 seconds East 254.64 feet to the point of curvature of a curve left, said point of curvature being South 53 degrees 53 minutes 40 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 63.49 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 09 minutes 56 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 50 minutes 04 seconds West 117.95 feet to the point of curvature of a curve to the right, said point of curvatures being South 35 degrees 09 minutes 56 seconds West 40.00 feet from the radius point of said curve; thence Northwesterly, Northerly, and Northeasterly 60.84 feet along said curve to its point of tangency, said point of tangency being North 57 degrees 40 minutes 52 seconds West 40.00 minutes 52 seconds West 40.00 feet from the radius point of said curve; thence North 32 degrees 19 minutes 08 seconds East 330.68 feet to the point of curvature of a curve to the left, said point of curvature being South 57 degrees 40 minutes 52 seconds East 40.00 feet from the radius point of said curve; thence Northeasterly, Northerly, and Northwesterly 60.76 feet along said curve to its point of tangency, said point of tangency being North 35 degrees 17 minutes 10 seconds East 40.00 feet from the radius point of said curve; thence North 54 degrees 42 minutes 50 seconds West 227.88 feet to the TERMINUS of this centerline description.

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**PARCEL 8:**

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West, and part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West, more particularly described as follows:

Commencing at the intersection of the East line of said Section 1 and the Northerly line of the Baltimore and Ohio Railroad right-of-way, said point being North 00 degrees 28 minutes 23 seconds East (basis of bearings is Indiana State Plane NAD 83 Grid Bearing-West Zone) 4054.75 feet by direct line from the Southeast corner of said Section 1; thence along the East line of said Section 1 North 00 degrees 27 minutes 13 seconds East 92.96 feet to the point of beginning and a point on the South line of land described in Instrument No. 2000-054153, said point being 40 feet from the Northerly right of way of the Elgin Joliet and Eastern Railroad (the next 4 courses are along the Southerly, Easterly, and Northerly lines of said instrument); (1) thence South 39 degrees 44 minutes 48 seconds East 105.61 feet to a curve having a radius of 2637.78 feet, the radius point of which bears North 50 degrees 15 minutes 13 seconds East; (2) thence Southeasterly along said curve 238.83 feet to a point which bears South 45 degrees 03 minutes 57 seconds West from said radius point, said point being on the Southerly extension of the lakeside face of the sheet piling wall; (3) thence along said wall North 36 degrees 47 minutes 33 seconds East 315.53 feet to a point on the present shoreline of Lake Michigan; (4) thence Northwesterly along the present shoreline of Lake Michigan 462 feet more or less; thence South 38 degrees 37 minutes 30 seconds West 102.49 feet; thence South 73 degrees 07 minutes 56 seconds West 43.25 feet; thence North 51 degrees 22 minutes 29 seconds West 41.88 feet; thence South 47 degrees 41 minutes 38 seconds West 41.79 feet; thence North 42 degrees 09 minutes 44 seconds West 16.98 feet; thence South 51 degrees 16 minutes 43 seconds West 105.38 feet to a point on a non-tangent curve, the radius point of which bears North 48 degrees 44 minutes 26 seconds East, said point also being on the Northerly line of land described in Instrument No. 97014032; thence along said Northerly line and Southeasterly along said curve a distance of 213.39 feet to a point which bears South 43 degrees 21 minutes 29 seconds West from said radius point, and the point of beginning.

**PARCEL 9:**

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West, more particularly described as follows:

Commencing at the intersection of the East line of said Section 1 and the Northerly line of the Baltimore and Ohio Railroad right of way, said point being North 00 degrees 28 minutes 23 seconds East (basis of bearing is Indiana State Plane NAD 83 Grid Bearing—West Zone) 4054.75 feet by direct line from the Southeast corner of said Section 1; thence along the East line of said Section 1 North 00 degrees 27 minutes 13 seconds East 92.96 feet to a point on the North line of land described in Instrument No. 97014032, (the next 3 courses are along the Northerly line of said instrument), said point being on a non-tangent curve, the radius point of which bears North 43 degrees 21 minutes 29 seconds East; (1) thence Northwesterly along said curve a distance of 213.39 feet to a point which bears South 48 degrees 44 minutes 26 seconds West from said radius point, said point also being the Point of Beginning; (2) thence continuing along said curve a distance of 23.47 feet to a point which bears South 49 degrees 19 minutes 57

seconds East from said radius point; (3) thence North 40 degrees 40 minutes 03 seconds West 105.47 feet; thence North 48 degrees 34 minutes 46 seconds East 147.21 feet; thence South 22 degrees 59 minutes 46 seconds East 57.77 feet; thence South 51 degrees 22 minutes 29 seconds East 96.88 feet; thence South 47 degrees 41 minutes 38 seconds West 41.79 feet; thence North 42 degrees 09 minutes 44 seconds West 16.98 feet; thence South 51 degrees 16 minutes 43 seconds West 105.38 feet; to the Point of Beginning.

**HARRAH'S NORTH KANSAS CITY**

TRACT 1:

LEASED PARCELS:

Leasehold Interest created by the Ground Lease described in and disclosed by that certain Short Form Lease between the City of North Kansas City, Missouri, a Missouri municipal corporation, lessor, and Harrah's—North Kansas City Corporation, a Nevada corporation, lessee, dated July 12, 1993, recorded July 28, 1993, as Document No. L-81751, in Book 2252 at Page 712, demising and leasing Leased Parcels I through X of Tract 1 for a term of ten (10) years, with the option to extend the term for four (4) consecutive periods of five (5) years each. As amended by the First Amendment to Ground Lease dated November 22, 1994, recorded December 21, 1995, as Document No. M-80946, in Book 2512 at Page 434. As further amended by the Second Amendment to Ground Lease dated December 19, 1995, recorded December 21, 1995, as Document No. M-80947, in Book 2512 at Page 447. And as further amended by the Third Amendment to Ground Lease dated December 22, 1998, recorded February 10, 1999 as Document No. P-34397, in Book 2959 at Page 305.

LEASED PARCEL I:

All that part of Fractional Section 18, Township 50, Range 32, in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 46 minutes 41 seconds West (South 0 degrees 50 minutes 07 seconds West Deed) along the West line of said Fractional Section 18, a distance of 2045.58 feet (2044.65 feet Deed) to a point on the South Right of Way line of the Norfolk and Western Railway; thence North 85 degrees 21 minutes 52 seconds East (North 85 degrees 30 minutes 00 seconds East Deed) along said South Right of Way line, a distance of 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West (South 0 degrees 42 minutes 00 seconds West Deed), 364.36 feet to the point of intersection of the East Right of Way line of the North Kansas City Levee District with the South Right of Way line of the Rock Creek Drainage Channel Right of Way, as established by Circuit Court Case No. 19715 on April 30, 1951, and the Point of Beginning of the tract of land to be herein described; thence South 78 degrees 04 minutes 35 seconds East (South 77 degrees 56 minutes 27 seconds East Deed) along said South Right of Way line, a distance of 2243.66 feet (2248.55 feet Deed) to a point on the high bank of the Missouri River as described in Document No. D 46601 in Book 1257 at Page 928; thence the following courses along said high bank; thence South 47 degrees 12 minutes 35 seconds West (South 47 minutes 20 minutes 42 seconds West Deed), 139.61 feet (137.34 feet Deed); thence South 41 degrees 53 minutes 52 seconds West (South 42 degrees 02 minutes 00 seconds West Deed), 200.01 feet; thence South 42 degrees 28 minutes 15 seconds



West (South 42 degrees 36 minutes 23 seconds West Deed), 200.04 feet; thence South 39 degrees 19 minutes 14 seconds West (South 39 degrees 27 minutes 22 seconds West Deed), 200.12 feet; thence South 36 degrees 38 minutes 04 seconds West (South 36 degrees 46 minutes 12 seconds West Deed), 203 feet; thence South 36 degrees 17 minutes 41 seconds West (South 36 degrees 25 minutes 49 seconds West Deed), 200.56 feet; thence South 30 degrees 51 minutes 35 seconds West (South 30 minutes 59 minutes 42 seconds West Deed), 200.04 feet; thence South 29 degrees 04 minutes 00 seconds West (South 29 degrees 12 minutes 08 seconds West Deed), 214.28 feet; thence South 35 degrees 27 minutes 41 seconds West (South 35 degrees 35 minutes 49 seconds West Deed), 200.36 feet; thence South 27 degrees 19 minutes 16 seconds West (South 27 degrees 27 minutes 24 seconds West Deed), 31.65 feet; thence North 62 degrees 40 minutes 44 seconds West and no longer along said high bank, a distance of 351.28 feet; thence North 54 degrees 50 minutes 21 seconds West, 98.13 feet; thence North 83 degrees 56 minutes 57 seconds West, 128.58 feet; thence North 71 degrees 03 minutes 12 seconds West, 216.78 feet; thence North 89 degrees 26 minutes 08 seconds West, 410.40 feet to a point on the East right-of-way line of said North Kansas City Levee; thence North 0 degrees 33 minutes 52 seconds East along said East Right of Way line, a distance of 1578.87 feet to the Point of Beginning; including all lands lying between the high bank of said Missouri River and the low water line of said Missouri River, as measured at right angles to the thread of the Missouri River from the Northeast corner of the above described tract Southwesterly to the Southeast corner of the above described tract, Subject to Accretions and/or Reliction.

#### LEASED PARCEL II:

All that part of Fractional Section 18, and or land accreted thereto, Township 50 North, Range 32 West, in North Kansas City, Clay County, Missouri, described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 50 minutes 07 seconds West along the West line of said Fractional Section 18 and the Southerly prolongation thereof, 2,044.65 feet, more or less to the intersection of said line with the South Right of Way line of the Wabash Railroad Company; thence the following courses along said Right of Way line; thence North 85 degrees 30 minutes 00 seconds East, 905.10 feet; thence in an Easterly direction along a curve to the left having a radius of 5,765.65 feet and tangent to the last described course, an arc distance of 244.87 feet; thence North 83 degrees 04 minutes 00 seconds East, 301.60 feet; thence in an Easterly direction along a curve to the right having a radius of 1,874.08 feet and tangent to the last described course, an arc distance of 283.48 feet; thence South 88 degrees 16 minutes 00 seconds East, 296.00 feet; thence in an Easterly direction along a curve to the left having a radius of 1,673.28 feet and tangent to the last described course, an arc distance of 225.36 feet; thence North 84 degrees 01 minutes 00 seconds East, 190.60 feet; thence in an Easterly direction along a curve to the right having a radius of 1,874.08 feet and tangent to the last described course, an arc distance of 399.82 feet to the Northeast corner of a tract of land conveyed to Kansas City, Missouri by deed recorded in Book 579 at Page 87, as Document No. A-77137 and the True Point of Beginning; thence in an Easterly direction continuing along the last described curve, an arc distance of 68.46 feet; thence South 81 degrees 40 minutes 00 seconds East, 305.90 feet; thence in an Easterly direction along a curve to the left having a radius of 1,309.57 feet and tangent to the last described course, an arc distance of 601.88 feet; thence North 72 degrees 00 minutes 00 seconds East, 107.00 feet; thence departing

from said Right of Way line, South 21 degrees 55 minutes 00 seconds East, 56.00 feet to a point in the Northerly high bank of the Missouri River; thence along said high bank the following courses; South 63 degrees 27 minutes 03 seconds West, 345.38 feet; thence South 58 degrees 04 minutes 01 seconds West, 195.97 feet; thence South 57 minutes 40 minutes 09 seconds West, 202.69 feet; thence South 56 degrees 31 minutes 17 seconds West, 200.02 feet; thence South 52 degrees 25 minutes 26 seconds West, 86.06 feet to a point in the Easterly line of the tract of land conveyed to Kansas City, Missouri, in said Document Number A-77137; thence departing from said high bank, North 20 degrees 31 minutes 14 seconds West along the Easterly line of said Kansas City, Missouri tract, 588.20 feet to the True Point of Beginning, including all lands lying between the high bank of said Missouri River and the low water line of said Missouri River, as measured at right angles to the thread of the Missouri River from the Southwest corner of said Tract, Northeasterly to the Southeast corner thereof, Subject to accretion and/or reliction.

#### LEASED PARCEL III:

Part of Section 13, Township 50 Range 33, and part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, a distance of 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract a distance of 454.25 feet to a point on the East line of that certain existing Right of Way granted for ingress and egress to North Kansas City by Document E-37416 in Book 1457 at Page 413 and the Point of Beginning of the centerline to be herein described; thence Westerly along a curve to the left, having an initial tangent bearing of North 89 degrees 53 minutes 20 seconds West, a radius of 300 feet and a central angle of 4 degrees 19 minutes 20 seconds, an arc distance of 22.63 feet; thence South 85 degrees 47 minutes 20 seconds West, tangent to the last described curve, 120.26 feet to a point on the West line of said certain ingress and egress Right of Way and a point at which said strip of land now lies 60 feet on each side of the following described centerline; thence continuing South 85 degrees 47 minutes 20 seconds West, 461.89 feet to a point at which said strip of land now lies 30 feet on each side of the following described centerline; thence Westerly and Southwesterly along a curve to the left, tangent to the last described course, having a radius of 150 feet and a central angle of 55 degrees 51 minutes 23 seconds, an arc distance of 146.23 feet; thence South 29 degrees 55 minutes 57 seconds West, tangent to the last described curve, a distance of 100.74 feet, more or less to a point on the centerline for a 60 foot wide ingress and egress easement established by several Documents with the latest being recorded as Document No. D-18113 in Book 1195 at Page 921, thence Northwesterly along a curve to the left, having an initial tangent bearing of North 60 degrees 23 minutes 38 seconds West, a radius of 115 feet and a central angle of 29 degrees 14 minutes 18 seconds, an arc distance of 58.68 feet; thence North 89 degrees 37 minutes 56 seconds West, tangent to the last described curve,

226.43 feet; thence Westerly along a curve to the left, tangent to the last described course, having a radius of 359.265 feet and a central angle of 10 degrees 51 minutes 39 seconds, an arc distance of 68.1 feet, more or less to a point on the East Right of Way line of Bedford Avenue as established by QCD Document No. D-18113 in Book 1195 at Page 921 and the Point of Termination.

THAT LIES WITHIN THE FOLLOWING DESCRIBED AREA:

Those parts of the Southeast Quarter (SE 1/4) of Section 13, Township 50 North, Range 33 West, and of Fractional Section 18, Township 50 North, Range 32 West, of the Fifth Principal Meridian, North Kansas City, Clay County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of Fractional Section 24, Township and Range aforesaid; thence South 0 degrees 09 minutes 42 seconds West along the West line of said Fractional Section 24, 2,444.25 feet to a point on the Southeasterly line of the Right of Way of the Norfolk & Western Railroad Company, which is also the Northwesterly line of land owned by the Burlington Northern Railroad Company; thence North 46 degrees 50 minutes 10 seconds East along said Southeasterly line of the Right of Way of the Norfolk & Western Railway Company, 3,552.07 feet to an angle point; thence North 38 degrees 22 minutes 23 seconds East continuing along said Southeasterly line of the Right of Way of the Norfolk & Western Railway Company, 2,873.49 feet to a True Point of Beginning; thence from said True Point of Beginning, continuing North 38 degrees 22 minutes 23 seconds East along the railroad Right of Way line aforesaid, 786.71 feet to a point; thence to the right along the arc of a circular curve, which is concave Southeasterly, has a radius of 819.02 feet, a long chord of 626.83 feet in length that bears North 60 degrees 56 minutes 26 seconds East, and a central angle of 44 degrees 59 minutes 54 seconds, 643.23 feet to a point on the Westerly line of the existing Right of Way for the Levee of the North Kansas City Levee District; thence South 3 degrees 12 minutes 40 seconds East along said Levee Right of Way line 235.02 feet to an angle point; thence North 86 degrees 47 minutes 20 seconds East continuing along the Right of Way line for said Levee, 35.00 feet to an angle point; thence South 3 degrees 12 minutes 40 seconds East continuing still along the Right of Way line for said Levee, 248.78 feet to an angle point; thence South 7 degrees 33 minutes 01 seconds East continuing still along the Right of Way line for said Levee, 202.08 feet to an angle point; thence South 0 degrees 42 minutes 00 seconds West continuing still along the Right of Way for said Levee 247.03 feet to a point; thence North 89 degrees 37 minutes 56 seconds West, 1,121.91 feet to the True Point of Beginning aforesaid. (For the purpose of the bearings in the calls hereinabove given, the West line of said Fractional Section 24, is taken as bearing South 0 degrees 09 minutes 42 seconds West; and are on United States Engineers Datum.)

LEASED PARCEL IV:

All that part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company;

thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566; dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet a central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 657.31 feet to a point on the North Right of Way line of the Burlington Northern Railroad Company, being also a point on the South line of a tract of land conveyed to Northtown Devco by Quit Claim Deed recorded in Book 1649 at Page 889 and the POINT OF BEGINNING of the tract of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South line and along said North Right of Way line, a distance of 166.83 feet; thence Easterly along a curve to the left, tangent to the last described course, having a radius of 1974.08 feet and a central angle of 0 degrees 09 minutes 15 seconds, an arc distance of 5.22 feet; thence North 24 degrees 38 minutes 46 seconds East, 77.06 feet; thence North 83 degrees 28 minutes 14 seconds West, 162.29 feet; thence North 37 degrees 50 minutes 22 seconds East, 133.67 feet; thence North 39 degrees 02 minutes 48 seconds West, 59.17 feet; thence North 1 degrees 53 minutes 20 seconds West, 73.39 feet; thence Northeasterly along a curve to the right, having an initial tangent bearing of North 29 degrees 16 minutes 58 seconds East, a radius of 895.87 feet and a central angle of 41 degrees 34 minutes 36 seconds, an arc distance of 650.09 feet; thence South 72 degrees 47 minutes 34 seconds East, 197.30 feet; thence South 16 degrees 17 minutes 31 seconds East, 220.88 feet; thence North 73 degrees 12 minutes 46 seconds East, perpendicular to the last described course, 413.51 feet, more or less, to a point on the West Right of Way line of Missouri State Highway Route No. 269 (Chouteau Trafficway), as now established; thence South 21 degrees 05 minutes 05 seconds East along said West Right of Way, 150.42 feet, more or less, to a point; thence South 73 degrees 12 minutes 46 seconds West, 453.93 feet, more or less, to a point; thence South 16 degrees 47 minutes 14 seconds East, perpendicular to the last described course, 75 feet; thence South 73 degrees 12 minutes 46 seconds West, perpendicular to the last described course, 120 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 370 feet and a central angle of 48 degrees 34 minutes 00 seconds, an arc distance of 313.63 feet; thence South 24 degrees 38 minutes 46 seconds West, tangent to the last described curve, 43.27 feet, more or less, to a point on the North Right of Way line of said Burlington Northern Railroad; thence Northwesterly along a curve to the right and along said North Right of Way line, having a radius of 1209.57 feet and a central angle of 1 degrees 52 minutes 23 seconds, an arc distance of 39.54 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve and along said North Right of Way line, 117.06 feet to the POINT OF BEGINNING; LESS AND EXCEPT THAT PART, IF ANY, OF THE ABOVE-DESCRIBED PARCEL OF LAND WITHIN MISSOURI STATE HIGHWAY ROUTE NO. 210.

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LEASED PARCEL V:

A tract of land in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet; thence North 85 degrees 21 minutes 52 seconds East, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by an instrument filed as Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southerly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southerly Right of Way line and along the Northerly line of said North Kansas City tract, a distance of 2063.66 feet; thence North 52 degrees 40 minutes 25 seconds East, 315.37 feet to a point on the Northerly line of said Rock Creek Drainage Channel, being also a point on the Southerly line of a tract of land conveyed to Kansas City, Missouri, by Document No. A-77137 in Book 579 at Page 87 and the POINT OF BEGINNING of the strip of land to be herein described; thence North 89 degrees 15 minutes 11 seconds West along the Northerly line of said Channel 145.94 feet; thence North 52 degrees 40 minutes 25 seconds East, 124.52 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 430.87 feet and a central angle of 14 degrees 33 minutes 47 seconds, an arc distance of 109.52 feet; thence North 18 degrees 03 minutes 07 seconds East, 201.66 feet; thence North 65 degrees 21 minutes 14 seconds West, 25 feet; thence North 24 degrees 38 minutes 46 seconds East, perpendicular to the last course, 319.73 feet to a point on the Northeasterly line of the tract of land conveyed to said Kansas City, Missouri; thence South 20 degrees 32 minutes 48 seconds East along said Northeasterly line, 422.84 feet to a point; thence South 24 degrees 38 minutes 46 seconds West, 21.74 feet; thence North 65 degrees 21 minutes 14 seconds West, perpendicular to the last described course, 15 feet; thence South 41 degrees 20 minutes 43 seconds West, 104.40 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 24 degrees 38 minutes 46 seconds West, a radius of 625.87 feet and a central angle of 17 degrees 45 minutes 19 seconds, an arc distance of 193.95 feet to a point on the South line of said Kansas City, Missouri tract; thence North 89 degrees 15 minutes 11 seconds West along said South line, 154 feet to the POINT OF BEGINNING.

LEASED PARCEL VI:

A strip of land, being part of Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No.

6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southwesterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to the POINT OF BEGINNING of the strip of land to be herein described; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly line, 99 feet; thence North 52 degrees 40 minutes 25 seconds East, 293.88 feet to a point on the Northeasterly Right of Way line of said Rock Creek Drainage Channel Right of Way, being also a point on the South line of a parcel of land conveyed to Kansas City, Missouri, by Document No. A-77137 in Book 579 at Page 87; thence South 89 degrees 15 minutes 11 seconds East along said South line and said Northeasterly Right of Way line, 232.77 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 44 degrees 13 minutes 47 seconds West, a radius of 595.87 feet and a central angle of 8 degrees 26 minutes 38 seconds, an arc distance of 87.82 feet; thence South 52 degrees 40 minutes 26 seconds West, tangent to the last described curve, 260.38 feet to a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way; thence North 78 degrees 04 minutes 35 seconds West along said Southwesterly Right of Way line, 99 feet to the POINT OF BEGINNING.

#### LEASED PARCEL VII:

A strip of land, being part of the Burlington Northern Railroad Right of Way, situate in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southeasterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 597.88 feet to a point on the South Right of Way line of said Burlington Northern Railroad and the POINT OF BEGINNING of said strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 59.43 feet to a point on the North Right of Way line of said Burlington Northern Railroad Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 273.46 feet; thence generally Easterly along a curve to the left and along said North Right of Way line, tangent to the last described course, having a radius of 1209.57 feet and a central angle of 1 degrees 52 minutes 23 seconds, an arc distance of 39.54 feet; thence South 24 degrees 38 minutes 46 seconds West, 59.90 feet to a

point on said South Right of Way line; thence Westerly along a curve to the right and along said South Right of Way line, having an initial tangent bearing of North 82 degrees 49 minutes 25 seconds West, a radius of 1266.57 feet and a central angle of 1 degrees 01 minutes 16 seconds, an arc distance of 22.57 feet; thence North 81 degrees 48 minutes 08 seconds West, tangent to the last described curve, 133.89 feet to the POINT OF BEGINNING.

LEASED PARCEL VIII:

A strip of land, being part of the Norfolk & Western Railway Company Right of Way situate in Fractional Section 18, Township 50, Range 32 in the City of North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line for the Norfolk & Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet to a point; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City as described in Document No. D-46601 in Book 1257 at Page 930, being also a point on the Southwesterly line of the Rock Creek Drainage Channel Right of Way line, as established by Circuit Court Case No. 19715, Cause No. 6422 in Book 83 at Page 566, dated April 30, 1951; thence South 78 degrees 04 minutes 35 seconds East along said Southeasterly Right of Way line and along the Northeasterly line of said North Kansas City tract, a distance of 2063.66 feet to a point; thence North 52 degrees 40 minutes 25 seconds East, 325 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 520.87 feet and central angle of 28 degrees 01 minutes 39 seconds, an arc distance of 254.79 feet; thence North 24 degrees 38 minutes 46 seconds East, tangent to the last described curve, 553.04 feet to a point on the South Right of Way line of said Norfolk & Western Railway Company and the POINT OF BEGINNING of the strip of land to be herein described; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way 156.40 feet; thence North 24 degrees 38 minutes 46 seconds East, 44.83 feet to a point on the North Right of Way line of said Norfolk & Western Railway Company; thence South 81 degrees 48 minutes 08 seconds East along said North Right of Way line, 290.29 feet; thence Easterly along a curve to the left, tangent to the last described course and along said North Right of Way line, having a radius of 1266.57 feet and a central angle of 1 degrees 01 minutes 17 seconds, an arc distance of 22.58 feet; thence South 24 degrees 38 minutes 46 seconds West, 45.01 feet to a point on said South Right of Way line; thence Westerly along a curve to the left, having an initial tangent bearing of North 82 degrees 13 minutes 57 seconds West, a radius of 1309.57 feet and a central angle of 0 degrees 25 minutes 49 seconds, an arc distance of 9.83 feet; thence North 81 degrees 48 minutes 08 seconds West along said South Right of Way line, tangent to the last described curve, 146.58 feet to the POINT OF BEGINNING.

LEASED PARCEL IX:

All that part of Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 41 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk & Western Railway Co.; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West, 364.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 302.82 feet to the Northeast corner of Tract 1 of a Non-Exclusive Easement for Ingress & Egress granted by the document recorded as Document No. E-37416 in Book 1457 at Page 413 and the POINT OF BEGINNING of the tract of land to be herein described; thence continuing South 0 degrees 33 minutes 52 seconds West along said West line and the East line of said Non-Exclusive Easement, a distance of 210.78 feet to the Southeast corner of said Easement; thence South 86 degrees 25 minutes 36 seconds West along the South line of said Easement, 120.31 feet, more or less, to a point on the West line of a tract of land conveyed to Northtown Devco by deed recorded as Document F-23163 in Book 1649 at Page 889; thence North 0 degrees 33 minutes 53 seconds East along said West line, 147.93 feet to a point on the Northwesterly line of said Non-Exclusive Easement; thence North 59 degrees 45 minutes 51 seconds East along said Northeasterly line, 139.70 feet to a point on the West line of said tract of land conveyed to North Kansas City and the POINT OF BEGINNING.

#### LEASED PARCEL X:

All that part of the Fractional Section 18, Township 50, Range 32 in North Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Fractional Section 18; thence South 0 degrees 48 minutes 14 seconds West along the West line of said Fractional Section 18, a distance of 2045.58 feet to a point on the South Right of Way line of the Norfolk and Western Railway Company; thence North 85 degrees 21 minutes 52 seconds East along said South Right of Way line, 402.11 feet; thence South 0 degrees 33 minutes 52 seconds West, 346.36 feet to the Northwest corner of a tract of land conveyed to North Kansas City by Document No. D-46601 in Book 1257 at Page 930; thence continuing South 0 degrees 33 minutes 52 seconds West along the West line of said North Kansas City tract, a distance of 302.82 feet to the Northeast corner of Tract 1 of a Non-Exclusive Easement for Ingress & Egress as recorded by Document No. E-37416 in Book 1547 at Page 413; thence continuing South 0 degrees 33 minutes 52 seconds West along said West line and the East line of said Non-Exclusive Easement, a distance of 210.78 feet to the Southeast corner of said Non-Exclusive Easement; thence South 86 degrees 25 minutes 36 seconds West along the South line of said Easement, 120.31 feet to a point on East line of a tract of land conveyed to Burlington Northern Railroad Company by Special Warranty Deed recorded in Book 419 at Page 2 and filed on June 5, 1947 and the POINT OF BEGINNING of the tract of land to be herein described; thence continuing South 86 degrees 25 minutes 36 seconds West along the South line of said Non-Exclusive Easement, a distance of 26.57 feet, more or less to a point on the East line of a tract of land conveyed to North Kansas City by Document No. B-62254 in Book 773 at Page 685; thence North 0 degrees 22 minutes 45 seconds East along said East line, being also the West line of said Non-Exclusive Easement, a distance of 133.78 feet,



more or less to the Northwest corner of said Easement; thence North 59 degrees 45 minutes 47 seconds East along the Northwesterly line of said Easement 31.36 feet, more or less to a point on the East line of said Burlington Northern Railroad Company tract; thence South 0 degrees 33 minutes 52 seconds West along said East line, 147.92 feet; more or less to the POINT OF BEGINNING.

EXHIBIT F

LEGAL DESCRIPTION OF LAS VEGAS LAND ASSEMBLAGE

PARCEL 17: (APN 162-16-410-033)

Lots 79 and 80 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 18: (APN 162-16-410-036)

Lots 84 and 85 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 19: (APN 162-16-410-037)

Lots 86 and 87 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 20: (APN 162-16-410-038)

Lots 88 and 89 in Block 4 of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Excepting therefrom that portion thereof conveyed to the County of Clark by that Grant Deed recorded November 19, 1958, in Book 178 as Document No. 145336, of Official Records.

PARCEL 11: (APN 162-16-410-050)

That portion of the North Half (N ½) of Section 21, Township 21 South, Range 61 East, M.D.M., more particularly described as follows:

Lot Three (3) as shown on file in File 62 of Parcel Maps, Page 64 in the office of the County Recorder, Clark County, Nevada.

AND (APN 162-21-110-001)

Lots One (1) and Two (2) in Block One (1) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the office of the County Recorder, Clark County, Nevada.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded June 8, 1983, in Book 1747 as Document No. 1706535, of Official Records.

Further Excepting therefrom that portion as conveyed to Clark County by Deed recorded February 24, 1994, in Book 940224 as Document No. 00525, of Official Records.

Further Excepting therefrom that portion as relinquished to Clark County by that certain Resolution of Relinquishment of a portion of State Highway Right of Way recorded December 3, 2002, in Book 20021203 as Document No. 01508, of Official Records.

PARCEL 12: (APN 162-16-410-059)

PARCEL 12-1:

The South 160 feet measured along the West line of Lot 113 in Block 5 of FLAMINGO ESTATES SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 12-2:

The East 35 feet of the South 160 feet, measured along the East line of Lot 112 in Block 5 FLAMINGO ESTATES SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING from Parcels 1 and 2, that portion of land lying Southerly of the left or Northerly right-of-way line of SR-592 (Flamingo Road) and Easterly of the Westerly right-of-way line of Koval Lane; Said Northerly right-of-way line of SR-592 (Flamingo Road) and said Westerly right-of-way line of Koval Lane being more fully described as follows, to wit;

BEGINNING at the intersection of the left or Northerly right-of-way line of SR-592 (Flamingo Road) with the Westerly boundary line of the East 35 feet of the South 160 feet, measured along the East line of Lot 112 in Block 5 of FLAMING ESTATE SUBDIVISION, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada, 61.64 feet left of and at right angles to Highway Engineer's Station "GCW" 75+76.36 P.O.T.; Said Point of Beginning further described as bearing South 55°32'42" West, a distance of 235.20 feet from the North Quarter Corner of Section 21, Township 21 South, Range 61 East, M.D.M.; Thence from a tangent which bears North 89°59'03" East, curving to the right along said Northerly right-of way line, with a radius of 4,306 feet, through an angle of 1°06'38", an arc distance of 83.46 feet to a point of reverse curvature; Thence from a tangent which bears South 88°54'19" East, curving to the left along said Northerly right-of-way line, with a radius of 54 feet, through an angle of 89°41'20", an arc distance of 84.53 feet to a point, the last 7.76 feet being along the Westerly line of Koval Lane; Thence North 1°24'21" East, along said Westerly right of way line of Koval Lane, a distance of 74.85 feet to a point; Thence from a tangent which bears the last described course, curving to the right along said Westerly right-of-way line, with a radius of 106 feet, through an angle of 4°14'19", an arc distance of 7.84 feet to an intersection with the North line of said Section 21, the Point of Ending 200.00 feet left of and at right angles to the centerline of SR-592 (Flamingo Road) at Highway Engineer's Station "GCW" 77+13.39

P.O.T.; Said Point of Ending further described as bearing North 88°25'16" West, a distance of 53.17 feet from the North Quarter Corner of said Section 21.

(Deed Reference 20060602-0004546)

PARCEL 10: (APN 162-16-410-063)

Lots 25 and 26 in Block Two (2) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 9: (APN 162-16-410-067, 068, 069, 077, 078, 079, 082, 085 and 086)

Lots 33, 34, 35, 43, 44, 45, 46, 47, 48, 49, 50 and 55 in Block Three (3); and Lots 59, 60, 61 and 62 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Road, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-073)

Lot 39 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of the pedestrian walkway lying Westerly of and adjacent to the West line of said Lot 39, as vacated by said County by that Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-074)

Lot 40 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of the pedestrian walkway lying Easterly of and adjacent to the East line of said Lot 40, as vacated by said County by that Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-081)

Lots 52, 53 and 54 in Block Three (3) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that certain vacated walkway 10 feet wide adjoining Lot 52 on the West boundary, as disclosed by an Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with those portions of Winnick Road and the alley vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-035)

Lot 83 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that certain vacated walkway 10 feet wide adjoining said Land on the West boundary, as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-034)

Lots 81 and 82 in Block Four (4) of FLAMINGO ESTATES, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH the Westerly portion of the 20 foot walkway 10 feet wide lying Easterly of Lot 82, as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, Official Records.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

PARCEL 13: (APN 162-21-102-006)

That portion of the Northwest Quarter (NW 1/4) of Section 21, Township 21 South, Range 61 East, M.D.B.&M., Clark County, Nevada, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 21 as delineated on that certain recorded Parcel Map performed by Ralph L. Kraemer at the instance of Richard Tam, et al, dated December 3, 1973 as Document No. 343769 in File 1 of Parcel Maps, Page 35 of Official Records, Clark County, Nevada;

THENCE South 0°20'17" East along the East line of the Northwest Quarter NW (1/4) of said Section 21 a distance of 250.20 feet to a point; THENCE North 88°01'45" West a distance of 40.03 feet to a point being the intersection of the South right of way line of Flamingo Road (Proposed 100.00 feet wide) and the West right of way line of Koval Lane (Present alignment 80.00 feet wide);

THENCE South 0°20'17": East along the West right of way line of said Koval Lane a distance of 710.58 feet to a point being the Northeast corner of Lot 2 as delineated on the aforementioned Ralph L. Kraemer Parcel Map; said point also being the TRUE POINT OF BEGINNING; THENCE continuing South 0°20'17" East a distance of 450.00 feet to a point;

THENCE North 88°01'45" West a distance of 453.25 feet to a point in the West line of said Lot 2; THENCE North 0°09'35" West along said West line a distance of 449.95 feet to a point being the Northwest corner of said Lot 2; THENCE South 88°01'45" East along the North line thereof a distance of 451.85 feet to the TRUE POINT OF BEGINNING.

(Deed reference 20041221-03152).

PARCEL 14: (APN 162-21-202-006)

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF IN FILE 1 OF PARCEL MAPS, PAGE 35, RECORDED DECEMBER 3, 1973 IN BOOK 384 AS DOCUMENT NO. 343769 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

ALSO EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA DEDICATED BY INSTRUMENT NO. 343769, RECORDED DECEMBER 3, 1973, AS FILE 1 OF PARCEL MAPS, PAGE 35, IN OFFICIAL RECORDS BOOK NO. 384 OF CLARK COUNTY, NEVADA RECORDS, SAID SPANDREL AREA BEING BOUNDED AS FOLLOWS:

ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 40 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21;

ON THE EAST BY THE WEST LINE OF THE EAST 40 FEET OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21; AND

ON THE NORTHWEST BY THE ARC OF A CURVE HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, BEING TANGENT TO THE NORTH LINE OF SAID SOUTH 40 FEET AND TO THE WEST LINE OF SAID EAST 40 FEET.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21 AS DELINEATED ON THAT CERTAIN RECORDED PARCEL MAP PERFORMED BY RALPH L. KRAEMER AT THE INSTANCE OF RICHARD TAM, ET AL, DATED DECEMBER 3, 1973 AS DOCUMENT NO. 343769 IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY, NEVADA;

THENCE SOUTH 0°20'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21 A DISTANCE OF 250.20 FEET TO A POINT;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 40.03 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FLAMINGO ROAD (PURPOSED 100.00 FEET WIDE) AND THE WEST RIGHT OF WAY LINE OF KOVAL LANE (PRESENT ALIGNMENT 80.00 FEET WIDE);

THENCE SOUTH 0°20'17" EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID KOVAL LANE A DISTANCE OF 710.58 FEET TO A POINT BEING THE NORTHEAST CORNER (NE COR.) OF LOT TWO (2) AS DELINEATED ON THE AFOREMENTIONED RALPH L. KRAEMER PARCEL MAP;

SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0°20'17" EAST A DISTANCE OF 450.00 FEET TO A POINT;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 453.25 FEET TO A POINT IN THE WEST LINE OF SAID LOT TWO (2);

THENCE NORTH 0°09'35" WEST ALONG SAID WEST LINE A DISTANCE OF 449.95 FEET TO A POINT BEING THE NORTHWEST CORNER (NW COR.) OF SAID LOT TWO (2);

THENCE SOUTH 88°01'45" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 451.85 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM:

THAT PORTION OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, SAID SOUTHEAST CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°20'17" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21 A DISTANCE OF 708.19 FEET TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 7.00 ACRES OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL TWO (2) (AFTER DEDICATION OF THE SPANDREL AREA) ON THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS AT PAGE 35, IN THE OFFICIAL RECORDS BOOK NO. 384, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°50'36" WEST ALONG SAID EASTERLY PROLONGATION AND SAID NORTH LINE, BEING PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, A DISTANCE OF 494.29 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL TWO (2);

THENCE SOUTH 00°09'35" EAST ALONG THE WEST LINE OF SAID PARCEL TWO (2) AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 708.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

THENCE SOUTH 89°50'36" EAST ALONG SAID SOUTH LINE A DISTANCE OF 496.49 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF PARCEL NO. TWO (2) OF THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE;

THENCE SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING AND BEING THE SOUTHEAST (SE) CORNER OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, BY LEASE RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 782567 OF OFFICIAL RECORDS;

THENCE CONTINUING SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 425 FEET;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 160 FEET;

THENCE NORTH 0°20'17" WEST A DISTANCE OF 425 FEET TO A POINT IN THE SOUTH LINE OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, REFERRED TO ABOVE;

THENCE SOUTH 88°01'45" EAST ON SAID SOUTH LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING.

(Deed reference 20060802-05266).



PARCEL 15: (APN 162-21-202-003)

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST (NE) CORNER OF PARCEL NO. TWO (2) OF THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS, PAGE 35, OFFICIAL RECORDS, CLARK COUNTY RECORDER'S OFFICE;

THENCE SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING AND BEING THE SOUTHEAST (SE) CORNER OF SAID LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, BY LEASE RECORDED DECEMBER 15, 1977 AS DOCUMENT NO. 782567 OF OFFICIAL RECORDS;

THENCE CONTINUING SOUTH 0°20'17" EAST ON THE EAST LINE OF SAID PARCEL NO. TWO (2) A DISTANCE OF 425 FEET;

THENCE NORTH 88°01'45" WEST A DISTANCE OF 160 FEET;

THENCE NORTH 0°20'17" WEST A DISTANCE OF 425 FEET TO A POINT IN THE SOUTH LINE OF THE LAND LEASED TO MINI-PRICE MOTOR INN JOINT VENTURE-LAS VEGAS II, A JOINT VENTURE, REFERRED TO ABOVE;

THENCE SOUTH 88°01'45" EAST ON SAID SOUTH LINE A DISTANCE OF 160 FEET TO THE TRUE POINT OF BEGINNING.

(Deed reference 20060802-05266).

PARCEL 16: (APN 162-21-202-007)

THAT PORTION OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., IN THE COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, SAID SOUTHEAST CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°20'17" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21 A DISTANCE OF 708.19 FEET TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 7.00 ACRES OF THAT CERTAIN PARCEL OF LAND SHOWN AS PARCEL TWO (2) (AFTER DEDICATION OF THE SPANDREL AREA) ON THAT CERTAIN PARCEL MAP ON FILE IN FILE 1 OF PARCEL MAPS AT PAGE 35, IN THE OFFICIAL RECORDS BOOK NO. 384, CLARK COUNTY, NEVADA RECORDS;

THENCE NORTH 89°50'36" WEST ALONG SAID EASTERLY PROLONGATION AND SAID NORTH LINE, BEING PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21, A DISTANCE OF 494.29 FEET TO A POINT IN THE WEST LINE OF SAID PARCEL TWO (2);

THENCE SOUTH 00°09'35" EAST ALONG THE WEST LINE OF SAID PARCEL TWO (2) AND ITS SOUTHERLY PROLONGATION A DISTANCE OF 708.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

THENCE SOUTH 89°50'36" EAST ALONG SAID SOUTH LINE A DISTANCE OF 496.49 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EAST 40 FEET AND THE SOUTH 40 FEET THEREOF CONVEYED TO THE COUNTY OF CLARK FOR ROAD PURPOSES.

ALSO EXCEPT THEREFROM THAT CERTAIN SPANDREL AREA DEDICATED BY INSTRUMENT NO. 343769 RECORDED DECEMBER 3, 1973 AS FILE 1 OF PARCEL MAPS, PAGE 35 IN OFFICIAL RECORDS BOOK NO. 384 OF CLARK COUNTY, NEVADA RECORDS, SAID SPANDREL AREA BEING BOUNDED AS FOLLOWS:

ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 40 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21;

ON THE EAST BY THE WEST LINE OF THE EAST 40 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 21; AND

ON THE NORTHWEST BY THE ARC OF A CURVE HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, BEING TANGENT TO THE NORTH LINE OF SAID SOUTH 40 FEET AND TO THE WEST LINE OF SAID EAST 40 FEET.

(Deed reference 20060802-05266).

PARCEL 8: (APN 162-16-410-042, 046, 047 and 090)

Lots 94, 95, 100, 101, 102 and 103 in Block Five (5) and Lots 75 and 76 in Block Four (4) of Flamingo Estates, as shown by map there on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada

Together with those portions of Albert Avenue and Audrie Street as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Together with those portions Audrie Street and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

AND (APN 162-16-410-048)

Lot 105 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the South 10 feet as conveyed to Clark County, Nevada by deed recorded January 21, 1977 in Book 699 as Document No. 658664, of Official Records, Clark County, Nevada.

And further excepting therefrom that portion of said parcel as conveyed to the State of Nevada by document recorded October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

Together with the following described parcel:

Lot 104 in Block Five (5) of Flamingo Estates as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom that portion as conveyed to Clark County by Deed recorded December 31, 1973, in Book 391 as Document No. 350018, of Official Records, further described as follows:

The South Ten feet (10.00') of Lot One Hundred Four (104) in Block Five (5) of Flamingo Estates as shown by map on file in Book 5, of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada; together with that certain spandrel or radius in the Southwest corner of said Lot One Hundred Four (104); Bounded on the Northeasterly side by a curve concave to the Northeast having a radius of 22.00 feet that is tangent at its Easterly extremity to a line parallel with and distant North 10.00 feet from the South line of said Lot One Hundred Four (104) and tangent at its Northerly extremity to the West line of said Lot One Hundred Four (104); bounded on the South side by the North line of the South 10.00 feet of said Lot One Hundred Four (104) and bounded on the West side by the West line of said Lot One Hundred Four (104). Excepting that portion previously conveyed by Flamingo estates above mentioned.

Also excepting therefrom that portion of said parcels as conveyed to the State of Nevada by documents October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

Together with that portion of Audrie Street as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Also together with the following described parcel:

Lot One Hundred Six (106) in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the Easterly 14 feet.

Further excepting therefrom the Westerly 20 feet of the Easterly 34 feet, not including the Southerly 135.50 feet.

Further excepting therefrom the South 10 feet of said Lot One Hundred Six (106), excepting the East 14 feet thereof, as conveyed to Clark County, Nevada by deed recorded January 21, 1977 in Book 699 as Document No. 658664, of Official Records, Clark County, Nevada.

Also excepting therefrom that portion of said parcel as conveyed to the State of Nevada by document recorded October 10, 1995 in Book 951010 as Document No. 00032, of Official Records, Clark County, Nevada.

AND (APN 162-16-410-043)

Lot 96 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Together with that portion of the vacated alley lying adjacent to said lots as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, of Official Records, Clark County, Nevada, further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; thence South 88°23'26" East along the centerline of said Albert Street, 661.56 feet; thence South 01°36'34" West, departing said centerline, 30.00 feet to a point of the Southerly right-of-way line of Albert Avenue, said point also being the Point of Beginning; thence continuing South 01°36'34" West, 145.00 feet; thence North 88°23'26" West, 170.00 feet; thence North 01°36'34" East, 145.00 feet; thence South 88°23'26" East, 170.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-044)

Lot 97 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder, Clark County, Nevada.

Together with that portion of the vacated alley lying adjacent to said lots as vacated by that certain Order of Vacation recorded June 21, 1962 in Book 368 as Document No. 297340, of Official Records, Clark County, Nevada.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-045)

Lots 98 and 99 in Block Five (5) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22 in the Office of the County Recorder of Clark County, Nevada, said land being further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; Thence South 88°23'26" East along the centerline of said Albert Street, 491.56 feet; Thence South 01°36'34" West, departing said centerline, 30.00 feet to a point on the Southerly right-of-way line of Albert Avenue, said point also being the Point of Beginning; Thence continuing South 01°36'34" West, 145.00 feet; Thence North 88°23'26" West, 150.00 feet; Thence North 01°36'34" East, 145.00 feet; Thence South 88°23'26" East, 150.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

AND (APN 162-16-410-091)

Lots 77 and 78 in Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada, further described as follows:

A portion of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 16, Township 21 South, Range 61 East, M.D.M., Clark County, Nevada, being more particularly described as follows:

Commencing at the centerline intersection of Audrie Street and Albert Avenue; thence South 88°23'26" East along the centerline of said Albert Street, 146.56 feet; thence North 01°36'34" East, departing said centerline, 30.00 feet to a point on the Northerly right-of-way line of Albert Avenue, said point also being the Point of Beginning. Thence South 88°23'26" East along said right-of-way line 140.00 feet; thence North 01°36'34" East, departing said right-of-way, 145.00 feet; thence North 88°23'26" West, 140.00 feet; thence South 01°36'34" West, 145.00 feet to the Point of Beginning.

Together with that portion of Albert Avenue as vacated by that certain Order of Vacation, recorded December 11, 2012 as Instrument No. 201212110001382, of Official Records.

Together with that portion of the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 1: (TOWERS) (APN 162-16-410-060)

Lots 16 through 20 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Avenue, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

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**PARCEL 2: (TERRACES) (APN 162-16-410-061 and 062)**

Lots 21 through 24 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 3: (TERRACES FOUR) (APN 162-16-410-064, 065 and 066)**

Lots 27 through 32 in Block Two (2) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 4: (WINNICK) (APN 162-16-410-080)**

Lot 51 in Block Three (3) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with the West 10 Feet of that certain pedestrian walkway abutting the Easterly line of said Lot by that certain Order of Vacation recorded June 21, 1962, as Document No. 297340, of Official Records.

Together with those portions of Winnick Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

**PARCEL 5: (FOUNTAINS) (APN 162-16-410-070, 071, 072, 075, 076, 083 and 084)**

Lots 36 through 38, 41, 42 and 56 through 58 in Block Three (3) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with those portions of Winnick Avenue, Ida Avenue and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

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PARCEL 6: (PLAZA) (APN 162-16-410-087)

Lots 63 and 64 in Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada.

Together with that portion of Winnick Avenue as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

PARCEL 7: (SUITES) (APN 162-16-410-088 and 089)

That portion of the Southwest Quarter (SW ¼) of Section 16, Township 21 South, Range 61 East M.D.M., being a portion of Block Four (4) of Flamingo Estates, as shown by map thereof on file in Book 5 of Plats, page 22, as recorded in the office of the County Recorder of Clark County, Nevada described as follows:

Lots 1 and 2 of that certain Parcel Map on file in File 70 of Parcel Maps, Page 30, recorded September 19, 1991 as Document No. 00581 in Book 910919, of Official Records. in the Office of the County Recorder of Clark County, Nevada.

Together with those portions of Ida Avenue, Audrie Street and the alley as vacated by that certain Order of Vacation, recorded February 14, 2012, in Book 20120214 as Document No. 01112, and Re-recorded February 16, 2012, in Book 20120216 as Document No. 01146 and Re-recorded March 23, 2012, in Book 20120323 as Document No. 01850, of Official Records.

## FORM OF REIT COMPLIANCE CERTIFICATE

## REIT COMPLIANCE CERTIFICATE

Date: , 20

This REIT Compliance Certificate (this “**Certificate**”) is given by Tenant (as defined in that certain Lease (Non-CPLV) (the “**Lease**”) dated as of [ , 2017], by and among the entities listed on Schedule A attached thereto (collectively, and together with their respective successors and assigns, “**Landlord**”), and Caesars Entertainment Operating Company, Inc., a Delaware corporation, and the entities listed on Schedule B attached thereto (collectively, and together with their respective successors and assigns, “**Tenant**”), pursuant to Article XL of the Lease. Capitalized terms used herein without definition shall have the meanings set forth in the Lease.

By executing this Certificate, Tenant hereby certifies to Landlord that Tenant has reviewed its transactions during the Fiscal Quarter ending [ ] and for such Fiscal Quarter Tenant is in compliance with the provisions of Article XL of the Lease. Without limiting the generality of the foregoing, Tenant hereby certifies that for such Fiscal Quarter, Tenant has not, without Landlord’s advance written consent:

- (i) sublet, assigned or entered into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto;
- (ii) furnished or rendered any services to the subtenant, assignee or manager or managed or operated the Leased Property so subleased, assigned or managed;
- (iii) sublet or assigned to, or entered into a management arrangement for the Leased Property with any Person (other than a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, or any similar or successor provision thereto); or
- (iv) sublet, assigned or entered into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to the Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



IN WITNESS WHEREOF, this Certificate has been executed by Tenant on      day of      , 20      .

[      ]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT H

PROPERTY-SPECIFIC IP

[SEE ATTACHED]

Mark	Jurisdiction	Brand	Specific/ Enterprise	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
\$10,000 Pyramid	New Jersey	Bally's	Specific	Bally's AC	NA	2/26/1992	10,296	2/26/1992	Registered
6ix A Bistro (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	7/16/2008	23095	7/16/2008	Registered
Gold Tooth Gerties	New Jersey	Bally's	Specific	Bally's AC	NA	12/5/2000	20,499	12/5/2000	Registered
Mountain Bar (and Logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/11/1997	14,809	8/11/1997	Registered
Noodle Village (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	3/30/2007	22733	3/30/2007	Registered
Pickles - More than a Deli	New Jersey	Bally's	Specific	Bally's AC	NA	12/17/1998	15,515	12/17/1998	Registered
Studio (Stylized)	New Jersey	Bally's	Specific	Bally's AC	NA	7/14/1998	15,289	7/14/1998	Registered
The Vixens (Logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/3/2010	23535	8/3/2010	Registered
Wild about Wings (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/3/2010	23534	8/3/2010	Registered
Boardwalk Cupcakes (logo)	United States of America	Bally's	Specific	Bally's AC	86/422551	10/13/2014	4780684	7/28/2015	Registered
Champagne Slots	United States of America	Bally's	Specific	Bally's AC	78/457601	7/27/2004	3020236	11/29/2005	Registered
Coyote Kate's Slot Parlor	United States of America	Bally's	Specific	Bally's AC	76/067657	6/9/2000	2523523	12/25/2001	Registered
Preview	United States of America	Bally's	Specific	Bally's AC	77/450581	4/17/2008	3555164	12/30/2008	Registered
Wild, Wild West Casino	United States of America	Bally's	Specific	Bally's AC	75/106946	5/13/1996	2837537	5/4/2004	Registered
Grand Biloxi (Logo)	United States of America	Grand	Specific	Formerly Harrah's Gulf Coast	85/701599	2/9/1996	4286319	2/24/1998	Registered
Stir Cove Backstage Grill (Design)	Iowa	Harrah's	Specific	Harrah's Counsel Bluffs	W00791884	7/13/2012	5480TM-439811	7/13/2012	Registered
Stir Cove Concert Series (Design)	Iowa	Harrah's	Specific	Harrah's Counsel Bluffs	W00793603	7/30/2012	5480TM-440692	7/30/2012	Registered
Pepper Rose (Design)	Louisiana	Harrah's	Specific	Harrah's Louisiana Downs	NA	12/17/2001	57-2528	12/17/2001	Registered
American River Cafe (Block)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30 34	5/29/1997	SM00300034	5/29/1997	Registered
American River Cafe (Design)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30-253	11/17/1997	SM0030-0450	11/17/1997	Registered
Friday's Station (Block)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30-253	8/26/1997	SM0030-0253	8/26/1997	Registered

Mark	Jurisdiction	Brand	Specific/ Enterprise	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
Quick Pik - Quick Pick	Nevada	Harrah's	Specific	Harrah's Reno	22-778	6/23/1989	SM0022-0778	6/23/1989	Registered
South Shore Room	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	18-002	9/1/1982	SM0018-0002	9/1/1982	Registered
Andreotti (Block)	United States of America	Harrah's	Specific	Harrah's Reno	75/646182	2/19/1999	2335359	3/28/2000	Registered
Bellissimo	United States of America	Harrah's	Specific	Harrah's Gulf Coast	77/032971	10/31/2006	3246044	5/29/2007	Registered
Bridges Dining Company	United States of America	Harrah's	Specific	Harrah's Metropolis	86/433899	10/24/2014	4759692	6/23/2015	Registered
Carvings	United States of America	Harrah's	Specific	Harrah's Reno	78/732311	10/13/2005	3141982	9/12/2006	Registered
Fight Republic (Block)	United States of America	Harrah's	Specific	Harrah's Reno	85/346117	6/14/2011	4100290	2/14/2012	Registered
Joy Luck Noodle Bar	United States of America	Harrah's	Specific	Harrah's Reno	77/634470	12/16/2008	3647464	6/30/2009	Registered
Magnolia House (Block)	United States of America	Harrah's	Specific	Harrah's Gulf Coast	86/235367	3/28/2014	4730291	5/5/2015	Registered
Peek (Block)	United States of America	Harrah's	Specific	Harrah's Lake Tahoe	86/263094	4/25/2014	4625059	10/21/2014	Registered
Powerhouse Alley	United States of America	Harrah's	Specific	Harrah's Reno	86/174730	1/24/2014	4575993	7/29/2014	Registered
The Summit (Block)	United States of America	Harrah's	Specific	Harrah's Lake Tahoe	73/040279	12/23/1974	1019015	8/26/1975	Registered
“Louisiana Downs”	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	4/19/1993	51-0725	4/19/1993	Registered
Fillies & Fighters (Design)	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	7/16/2009	60-7294	7/16/2009	Registered
Horse Cents (Block)	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	12/4/2003	58-0417	12/4/2003	Registered
Super Derby	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	4/19/1993	51-0724	4/19/1993	Registered
Louisiana Downs (Block)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/197284	12/23/2002	2874317	8/17/2004	Registered
Louisiana Downs Racing Horses (Design)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/199756	1/3/2003	2791383	12/9/2003	Registered
Super Derby (Block)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/199798	1/3/2003	2788933	12/2/2003	Registered
Sage Room (Block)	Nevada	Harveys	Specific	Harveys Lake Tahoe	E0411842011- 4	7/18/2011	E0411842011- 4	7/18/2011	Registered

<u>Mark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Sushi Kai	Nevada	Harveys	Specific	Harveys Lake Tahoe	20140728667-83	10/23/2014	E0551752014-5	10/23/2014	Registered
Harveys (Block)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/483631	1/28/1994	2026250	12/31/1996	Registered
Harveys (Design)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/483632	1/28/1994	2038045	2/18/1997	Registered
Harveys (Stylized)	United States of America	Harveys	Specific	Harveys Lake Tahoe	78/821394	2/23/2006	3154177	10/10/2006	Registered
Harveys Casino Hotel You Can Have it All	United States of America	Harveys	Specific	Harveys Lake Tahoe	75/295646	5/21/1997	2240209	4/20/1999	Registered
The Party’s at Harveys (Block)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/484989	1/28/1994	1878054	2/7/1995	Registered
Envy Stage Bar	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	2008-0359	5/14/2008	2008-0359	5/14/2008	Registered
Midwest Regional Poker Championships	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	N/A	6/1/2016	2016-0311	6/1/2016	Registered
The Venue (logo)	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	2009-0045	1/21/2009	2009-0045	1/21/2009	Registered
Best Blackjack in Louisiana (Block)	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	12/30/1996	54-3112	12/30/1996	Registered
Frozen SeRum	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	1/30/200	63-7822	6/21/2012	Registered
Impulse, Inc.	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	4/30/2001	57-0311	4/30/2001	Registered
Benny’s Back Room	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/547938	8/15/2008	3678700	9/8/2009	Registered
Bluesville (Block)	United States of America	Horseshoe	Specific	Horseshoe Tunica	77/234865	7/20/2007	3456911	7/1/2008	Registered
Bluesville (Logo)	United States of America	Horseshoe	Specific	Horseshoe Tunica	77/523188	7/16/2008	3554133	12/30/2008	Registered
Bluesville (Logo)	United States of America	Horseshoe	Specific	Horseshoe Tunica	75/182186	10/15/1996	2148837	4/7/1998	Registered
Dare	United States of America	Horseshoe	Specific	Horseshoe Bossier City	86163460	1/13/2014	4615290	9/30/2014	Registered
Four Winds (Block)	United States of America	Horseshoe	Specific	Horseshoe Bossier City	76/464872	11/6/2002	2829389	4/6/2004	Registered
Four Winds (Design)	United States of America	Horseshoe	Specific	Horseshoe Bossier City	76/464866	11/6/2002	2829388	4/6/2004	Registered
Push	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/475098	5/15/2008	3592854	3/17/2009	Registered
The Venue (logo)	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/470223	5/9/2008	4709708	3/24/2015	Registered

<u>Mark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Village Square (Block)	United States of America	Horseshoe	Specific	Horseshoe Tunica	75/366182	10/1/1997	2221012	1/26/1999	Registered
Where Entertainment Knows No Bounds	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/521309	7/14/2008	3550200	12/23/2008	Registered
Get More Bang for your Buck Guaranteed!	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/028361	10/24/2006	3460107	7/8/2008	Registered
Tunica Roadhouse Casino & Hotel (Design)	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/802032	8/11/2009	3794897	5/25/2010	Registered
Tunica Roadhouse Casino & Hotel (Design)	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/802035	8/11/2009	3797493	6/1/2010	Registered

Domain Name	Brand	Reg. Date	Registry Expiry Date
bluffsdogs.com	Bluffs Run	1997-12-30	2017-12-29
bluffsrun.com	Bluffs Run	1995-12-04	2017-12-03
stircove.com	Harrah's Council Bluffs	2005-05-05	2019-05-05
stircove.com	Harrah's Council Bluffs	2005-05-05	2019-05-05
stirliveandloud.com	Harrah's Council Bluffs	2010-03-24	2019-03-24
stirliveandloud.com	Harrah's Council Bluffs	2010-03-24	2019-03-24
stirnightclub.com	Harrah's Council Bluffs	2006-08-16	2019-08-16
stirnightclub.com	Harrah's Council Bluffs	2006-08-16	2019-08-16
magnoliahousebiloxi.com	Harrah's Gulf Coast	2014-04-01	2018-04-01
altitudetahoe.com	Harrah's Lake Tahoe	2003-05-06	2019-05-06
e-harveys.com	Harveys	2007-01-30	2018-01-30
experienceharveys.com	Harveys	2008-02-13	2018-02-13
experienceharveystahoe.com	Harveys	2008-02-13	2018-02-13
harveys.casino	Harveys	2015-05-26	2019-05-26
harveys.cn	Harveys	2003-03-16	2018-03-16
harveys.com	Harveys	1995-05-04	2019-05-05
meetingsatharveys.com	Harveys	2001-04-11	2019-04-11
macauofchicago.com	Horseshoe	2014-07-20	2018-07-20
bluesvilletunica.com	Horseshoe Tunica	2007-02-22	2018-02-22
macauofchicago.com	Horseshoe Hammond	2014-07-20	2018-07-20
thevenuechicago.com	Horseshoe Hammond	2007-10-02	2019-10-02
thevenue-chicago.com	Horseshoe Hammond	2008-04-18	2019-04-18
thevenuechicagopride.com	Horseshoe Hammond	2008-06-19	2019-06-19
magnoliahousebiloxi.com	Harrah's Gulf Coast	2014-04-01	2018-04-01
laketahoenightlife.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25

Domain Name	Brand	Reg. Date	Registry Expiry Date
laketahoenights.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25
laketahoenightscene.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25
laketahoesbigchill.com	Harrah's Lake Tahoe	2005-05-31	2019-05-31
ltfoodandwine.com	Harrah's Lake Tahoe	2010-06-17	2019-06-17
ltsnowblast.com	Harrah's Lake Tahoe	2010-10-19	2017-10-19
tahoeparty.com	Harrah's Lake Tahoe	2005-09-07	2019-09-07
tahoestar.com	Harrah's Lake Tahoe	1999-01-15	2018-01-15
renonumbers.com	Harrah's Reno	2001-05-18	2019-05-18
renoweddingchapel.com	Harrah's Reno	2000-01-19	2018-01-19
tahoesummitsuites.com	Harrah's Lake Tahoe	2008-03-13	2019-03-13
southshoreroom.com	Harrah's Lake Tahoe	2008-01-29	2018-01-29
tunicanightclub.com	Horseshoe Tunica	2009-08-19	2019-08-19
ladowns.com	Louisiana Downs	1995-07-24	2019-07-23
louisianadown.com	Louisiana Downs	2003-01-28	2018-01-28



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EXHIBIT I

FORM OF PACE REPORT

[SEE ATTACHED]

## Form of Meeting Sales Pace Report

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EXHIBIT J

DESCRIPTION OF TITLE POLICIES

On file with the Company.

## ADDITIONAL FEE MORTGAGEE REQUIREMENTS FOR EXISTING FEE MORTGAGE

In this Schedule, all references to the Landlord Debt Documents (as defined below) or any provision thereof shall mean such documents or provisions as in effect on the date hereof, regardless of any amendment or modification to such documents or provisions, or any defined terms used in the applicable provisions.

## REPRESENTATIONS

Tenant represents and warrants to Landlord that as of the Commencement Date:

1. None of the Leased Properties is in violation of (nor will the continued operation of the Leased Properties as currently conducted violate) any law (including the USA PATRIOT Act), rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are subject to paragraph 2 below) or any restriction of record or agreement affecting any Leased Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined below).
2. Except as provided on Schedule 3.16 to the Landlord Credit Agreement or to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) there are no judicial, administrative or other actions, suits or proceedings pending which allege a violation of any Environmental Laws at the Leased Properties; and (ii) each of the Tenant and its Subsidiaries has all environmental permits, licenses and other approvals necessary for its operations at the Leased Properties to comply with all Environmental Laws and is in compliance with the terms of such permits, licenses and other approvals and with all other Environmental Laws.
3. Each Documented Vessel is insured in accordance with the provisions of the Ship Mortgage on such Documented Vessel (or to be recorded on such Documented Vessel in accordance herewith) and the requirements thereof in respect of such insurance will have been complied with.
4. Each Documented Vessel has been issued a certificate of documentation with such endorsements as shall qualify the Documented Vessel for participation in the trades and services to which it may be dedicated from time to time.
5. The Tenant and each of its Subsidiaries are in compliance with all Gaming Laws that are applicable to them and their businesses and the failure to comply with which would result in Landlord or its Subsidiaries failing to comply with Gaming Laws applicable to them or their businesses, except where a failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect under and as defined in the Landlord Credit Agreement.

6. There are no actions, suits or proceedings at law or in equity or by or on behalf of any Governmental Authority or in arbitration now pending against the Leased Properties which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
7. All written information (other than the Projections, estimates, budgets, forward-looking information and information of a general economic nature or general industry nature) (the "Information") concerning the Tenant, its Subsidiaries, or their businesses conducted at the Leased Properties that was (i) prepared by or on behalf of the foregoing or their representatives, (ii) made available to the Landlord and (iii) incorporated into, or used to form the basis of, information regarding Landlord's or its Subsidiaries' businesses that was delivered to the Collateral Agent, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Landlord and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made (in each case giving effect to all supplements and updates provided thereto).
8. The Projections prepared by or on behalf of the Tenant or any of its Representatives and that have been made available to the Landlord have been prepared in good faith based upon assumptions believed by the Tenant to be reasonable as of the date thereof (it being understood such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, that no assurances can be given that the projected results will be realized and that such Projections are not a guaranty of performance), as of the date such Projections were furnished to the Landlord.

#### COVENANTS

1. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, Tenant shall do or cause to be done all things necessary to at all times maintain and preserve all tangible property necessary to the normal conduct of its business at the Leased Properties and keep the Leased Properties in good repair, working order and condition (ordinary wear and tear, casualty and condemnation or as otherwise permitted excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Lease).
2. Tenant and its Subsidiaries shall maintain, with financially sound and reputable insurance companies (as determined in good faith by Tenant), insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily and reasonably maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations (as determined in good faith by Tenant). Notwithstanding the foregoing, the Tenant and its Subsidiaries may self-insure

with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure (as determined in good faith by the Tenant).

3. With respect to the Leased Properties, if at any time the area in which the Leased Properties are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency) such Leased Property shall be insured to the extent required to comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.
4. Each Documented Vessel shall be insured in accordance with the provisions of the Ship Mortgage on such Documented Vessel (or to be recorded on such Documented Vessel in accordance herewith).
5. Within 30 days of the Commencement Date (or such later date agreed by Landlord), Tenant shall provide Landlord endorsements satisfying the requirements of clause (a) of Section 5.02 of the Landlord Credit Agreement.
6. Tenant shall comply with all laws, rules, regulations and orders of any Governmental Authority applicable to the Leased Properties, including all Gaming Regulations and the Economic Sanction Laws, except that the Tenant and its Subsidiaries need not comply with any laws, rules, regulations and orders of any Governmental Authority then being contested by any of them in good faith by appropriate proceedings, and except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that this paragraph 6 shall not apply to Environmental Laws, which are the subject of paragraph 7 below, or to laws related to Taxes.
7. Tenant shall permit any Persons designated by the Landlord to visit and inspect the Leased Properties at reasonable times, upon reasonable prior notice to the Tenant, and as often as reasonably requested.
8. Tenant shall comply with all Environmental Laws applicable to the Leased Properties; and obtain and renew all material authorizations and permits required pursuant to Environmental Law for the Leased Properties, in each case in accordance with Environmental Laws; except, in each case with respect to this paragraph 7, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
9. After the occurrence of a default by Tenant under the Lease that gives rise to an Event of Default under the Landlord Credit Agreement and during the continuance of such Event of Default, and upon five (5) Business Days prior written notice from Landlord, the Tenant shall grant Landlord access to the Leased Properties and its records and business so that Landlord may verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Leased Properties. The Landlord shall have the right to share any information it gains from such inspection or verification with any of its creditors.

10. Tenant covenants that it shall not cause or permit any Vessel to be operated in any manner contrary to law and shall not engage in any unlawful trade or violate any law that will expose any Vessel to penalty, forfeiture or capture in a manner reasonably expected to cause a Material Adverse Effect.
11. Tenant shall pay and discharge when due and payable, from time to time, all taxes, assessments, governmental charges, fines and penalties lawfully imposed on any Vessel if the non-payment of same could reasonably be expected to result in the imposition of an encumbrances which is not a Permitted Encumbrance or could otherwise reasonably be expected to cause a Material Adverse Effect.
12. Tenant shall place or cause to be placed, and at all times and places shall retain or cause to be retained, a properly certified copy of each Ship Mortgage on board each applicable Vessel with her papers and shall cause such certified copy and such papers to be exhibited to any and all Persons having business therewith that might give rise to any Lien thereon other than Liens for crew's wages and salvage, or other Permitted Encumbrances, and to any representative of Landlord; and shall place or cause to be placed and keep prominently displayed or cause to be prominently displayed in the chart room, in the Master's cabin, or principal operations office of each Vessel a framed printed notice in plain type reading as follows:

#### NOTICE OF MORTGAGE

This Vessel is documented in the name of [ ] and is covered by a FIRST PREFERRED SHIP MORTGAGE to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT, under authority of the United States Ship Mortgage Act of 1920, as amended, recodified at 46 U.S.C. § 31301 *et seq.*, as amended. Under the terms of said Mortgage, neither the Shipowner, nor any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any lien whatsoever other than for crew's wages and salvage and other Permitted Liens."

13. The Tenant shall at all times and without cost or expense to Landlord maintain and preserve, or cause to be maintained and preserved, each Vessel in good running order and repair, so that each Vessel shall be, in so far as due diligence can make her so, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and in every respect seaworthy and in good operating condition for its intended use, except in any such case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. The Tenant covenants that it shall, at all times comply with all applicable laws, treaties and conventions of the United States, and the rules and regulations issued thereunder, and shall have on board as and when required thereby valid certificates showing compliance therewith to the extent non-compliance is reasonably expected to cause a Material Adverse Effect. The Tenant shall not make, or permit to be made, any substantial change in the structure, type or speed of any Vessel to the extent such changes would result in a need to redocument such Vessel with the National Vessel Documentation Center, without the prior written consent of Landlord, which consent shall not unreasonably be refused or denied so long as the applicable Ship Mortgage is preserved as a first preferred mortgage.

14. With reasonable prior notice, Tenant shall at all times afford the Landlord or its authorized representatives, at the risk and expense of the Tenant, full and complete access to the Vessel at any and from time to time during normal business hours for the purpose of inspecting the same.
15. Tenant shall not transfer or change the flag of any Vessel without the written consent of the Landlord first had and obtained, and any such written consent to any one transfer or change of flag shall not be construed to be a waiver of this provision with respect to any subsequent proposed transfer or change of flag.
16. Tenant shall, at its expense, when and so long as any Ship Mortgage shall be outstanding, insure the applicable Vessel and keep such Vessel insured, in lawful money of the United States, for an amount not less than the full commercial value of such Vessel. Such Vessel shall in no event be insured for an amount less than the agreed valuation as set forth in the applicable marine policies. Such insurance shall cover marine perils, on hull and machinery, and shall be maintained in the broadest forms available in the American or British insurance markets or such other markets as may be satisfactory to Landlord. Such Vessel shall not operate in or carry any cargoes or proceed into any area then excluded by trading warranties under its marine policies (including protection and indemnity) without obtaining any necessary additional coverage, satisfactory in form and substance, and evidence of which shall be furnished, to Landlord.
17. The policy or policies of insurance shall be issued by responsible underwriters of recognized standing, shall contain customary conditions, terms, stipulations and shall be kept in full force and effect by Tenant so long as the applicable Ship Mortgage shall be outstanding. All such policies, binders, cover notes and other interim insurance contracts shall be executed and issued in the name of Tenant and shall, to the extent that the Landlord Credit Agreement shall require, provide that loss be payable to the Collateral Agent for distribution in accordance with the terms of the Lease and shall provide for at least thirty days' prior notice to be given the Collateral Agent by the broker and/or underwriters in the event of cancellation. The Collateral Agent (and such other Persons as the Collateral Agent may designate from time to time) shall be named as additional insured or lenders loss payee, as applicable, on all such policies, cover notes and insurance contracts but without liability of the Collateral Agent or any such other Person for premiums or calls. All such cover notes, and if requested by the Collateral Agent at any time and from time to time all such policies, binders and other interim insurance contracts, shall be deposited with the Collateral Agent. Tenant shall furnish or cause to be furnished to the Collateral Agent annually a detailed report signed by a firm or firms of marine insurance brokers satisfactory to the Collateral Agent as to the insurance maintained in respect of the applicable Vessel, as to their opinion that such insurances are at least comparable to that which is customarily maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business and as to compliance with the provisions of this paragraph 16. In addition, Tenant shall maintain or cause to be maintained protection and indemnity



insurance and coverage that is carried and maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business and in the maximum available amount on commercially reasonable terms against pollution liability, through underwriters or associations of recognized standing on commercially reasonable terms with respect to coverage other than pollution liability that is carried and maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business. Such insurance policies shall provide for at least thirty days' prior notice to be given to the Collateral Agent by the underwriters or association or insurance broker in the event of cancellation and at least ten days prior notice to be given to the Collateral Agent by the underwriters or association or insurance broker in the event of the failure of Tenant to pay any premium or call that would suspend coverage under the policy or the payment of a claim thereunder. Upon request, Tenant shall furnish a copy of each insurance policy with respect to any Vessel to the Collateral Agent.

Any loss under any insurance on any Vessel with respect to protection and indemnity risks shall be paid to the Person to whom any liability covered by such insurance has been incurred. Any loss under any insurance with respect to any Vessel involving any damage to such Vessel (other than a loss under any insurance on such Vessel with respect to protection and indemnity risks), shall be paid directly to the repairer or, if Tenant repaired the damage to such Vessel and the cost thereof, then to Tenant in reimbursement thereof.

18. Tenant shall comply with and satisfy all of the provisions of any applicable law, regulation, proclamation or order concerning financial responsibility for liabilities imposed on Tenant or the applicable Vessel with respect to pollution including, without limitation, the U.S. Water Pollution Control Act, as amended by the Water Pollution Control Act Amendment of 1972 and as it may be further amended, the Oil Pollution Act of 1990 as amended from time to time, and the Hazardous Materials Transportation Act as amended from time to time, and shall maintain all certificates or other evidence of financial responsibility as may be required by any such law, regulation, proclamation or order with respect to the trade in which such Vessel from time to time is engaged and the cargoes carried by it, except in each case to the extent the failure to comply would not reasonably be expected to have a Material Adverse Effect.
19. All hull and machinery Insurances relating to the Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Assignee may reasonably agree.
20. All entries in Protection and Indemnity Associations or Clubs or insurances effected in lieu of such entries relating to the Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Assignee may agree, and the proceeds of such protection and indemnity entries or insurance coverages in lieu thereof shall be paid on behalf of the Assignor for any sums which the Assignor, as owner of the Vessel, shall become liable to pay, in respect of any casualty or occurrence during the currency of such entries or insurances but only in respect of the matters covered thereby.

21. All hull and machinery Insurances (as defined in the Insurance Assignment) relating to any Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Collateral Agent may reasonably agree.
22. All entries in Protection and Indemnity Associations or Clubs or insurances effected in lieu of such entries relating to any Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Collateral Agent may agree, and the proceeds of such protection and indemnity entries or insurance coverages in lieu thereof shall be paid on behalf of Tenant for any sums which Tenant, as tenant of the Vessel, shall become liable to pay, in respect of any casualty or occurrence during the currency of such entries or insurances but only in respect of the matters covered thereby.

Exhibit 1

LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

All third parties having an interest in property insured by this Policy, as required by lease, contract or agreement, shall automatically be Additional Insureds hereunder.

All other third parties including, but not limited to, Loss Payees and Mortgagees who have an interest in the property insured by this Policy shall be automatically named as Loss Payees or Mortgagees, and loss, if any, under this Policy shall be adjusted with the Insured and payable to the Insured and the Additional Insureds, Loss Payees or Mortgagees according to their respective insurable interests.

- A. The Insurer will pay for loss to specified property insured under this Policy to each Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
  - 1) any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
  - 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
  - 3) change in the title or ownership of the property.
  - 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Insurer of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Insurer, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all insurance under this Policy will cease.

- C. If this Policy is cancelled at the request of the Insured or its agent, the insurance for the interest of the Lender or Mortgagee will terminate 10 days after the Insurer sends to the Lender or Mortgagee written notice of cancellation, unless:
- 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
  - 2) this Policy is replaced by the Insured, with a policy providing insurance for the interest of the Lender or Mortgagee, in which event insurance under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D. The Insurer may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Insurer may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all insurance under this Policy will cease.
- E. If the Insurer pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Insurer will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or reinsure the full amount of its claim. At its option, the Insurer may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Insurer, and the remaining debt or mortgage will be paid to the Insurer.
- F. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to Appraisal, Settlement of Claims, and Suit Against the Insurer.
- G. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

## **DEFINITIONS**

All capitalized terms used in this Schedule shall have the meanings set forth in the Lease and, if not defined therein, then the following meanings:

“Closing Date” shall mean the “Closing Date” referred to in the Landlord Credit Agreement.

“Collateral Agent” has the meaning given to such term in the Landlord Credit Agreement.

“Documented Vessel” shall mean any Vessel which has a current and valid certificate of documentation issued by the NVDC.

“Economic Sanctions Laws” means (i) the Trading with the Enemy Act (50 U.S.C. App. §§ 5(b) and 16, as amended, modified, or supplemented from time to time), the International Emergency Economic Powers Act, (50 U.S.C. §§ 1701-1706, as amended, modified, or supplemented from time to time), Executive Order 13224 (effective September 24, 2001), as amended, modified, or supplemented from time to time and any successor thereto, and the regulations administered and enforced by OFAC and (ii) any and all other laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes, case law or treaties applicable to Tenant, its Subsidiaries or Affiliates relating to economic sanctions and terrorism financing.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, decrees or judgments, promulgated or entered into by any Governmental Authority, relating to the protection of the environment, reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to the protection of human health and safety (to the extent relating to the protection of the environment or exposure to or management of Hazardous Materials).

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body (including any supra-natural bodies such as the European Union or the European Central Bank).

“Hazardous Materials” shall mean all pollutants, contaminants, and toxic or hazardous wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Insurance Assignment” has the meaning given to such term in the Landlord Credit Agreement.

“Landlord Credit Agreement” shall mean that certain First Lien Credit Agreement, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, the lenders and other parties from time to time party thereto and Wilmington Trust, National Association, as administrative agent.

“Landlord Debt Documents” shall mean the Landlord Credit Agreement, the Loan Documents (as defined in the Landlord Credit Agreement), the Landlord First Lien Indenture, the Notes (as defined in the Landlord First Lien Indenture), the Security Documents (as defined in the Landlord First Lien Indenture), the Landlord Second Lien Indenture, the Notes (as defined in the Landlord Second Lien Indenture) and the Security Documents (as defined in the Landlord Second Lien Indenture).

“Landlord First Lien Indenture” shall mean that certain Indenture, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, VICI FC Inc., a Delaware

corporation, VICI NC LLC, a Delaware limited liability company, the subsidiary guarantors party thereto from time to time, and UMB Bank, National Association, as trustee, for the First-Priority Senior Secured Floating Rate Notes due 2022.

“Landlord Second Lien Indenture” shall mean that certain Indenture, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, VICI FC Inc., a Delaware corporation, the subsidiary guarantors party thereto from time to time, and UMB Bank, National Association, as trustee, for the 8.0% Second-Priority Senior Secured Notes due 2023.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease, the Lease Agreements, the Management and Lease Support Agreement (in each case as defined in the Landlord Credit Agreement), or an agreement to sell be deemed to constitute a Lien.

“Material Adverse Effect” shall mean a material adverse effect on the business, property, operations or financial condition of the Tenant and the Subsidiaries, taken as a whole, as relates to the Leased Property.

“NVDC” shall mean the United States Coast Guard’s National Vessel Documentation Center or any successor entity.

“Other First Lien Landlord Agreement” shall have the meaning given to the term “Other First Lien Agreement” in the Collateral Agreement referred to in the Landlord Credit Agreement.

“Permitted Lien” has the meaning given to such term in the Landlord Credit Agreement.

“Projections” shall mean the projections of the Tenant and its Subsidiaries and any forward-looking statements (including statements with respect to booked business) of such entities furnished to the Landlord prior to the Closing Date.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or depositing in, into, or onto the environment.

“USA PATRIOT Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“Ship Mortgage” has the meaning given to such term in the Landlord Credit Agreement.

“Vessel” shall mean (i) any vessel, boat, ship, catamaran, riverboat, or barge of any kind or nature whatsoever, whether or not temporarily or permanently moored or affixed to any real property, and includes its engines, machinery, boats, boilers, masts, rigging, anchors, chains, cables, apparel, tackle, outfit, spare gear, fuel, consumable or other stores, freights, belongings

and appurtenances, whether on board or ashore, whether now owned or hereafter acquired, and all additions, improvements and replacements hereafter made in or to said vessel, or any part thereof, or in or to the stores, belongings and appurtenances aforesaid, (ii) any improvement to real property which is used or susceptible of use as a dockside, riverboat or water-based venue for business operations, (iii) any property which is a vessel within the meaning given to that term in 1 U.S.C. § 3, and (iv) any property which would be a vessel within the meaning of that term as defined in 1 U.S.C. § 3 but for its removal from navigation for use in gaming or other business operations and/or any modifications made thereto to facilitate dockside gaming or other business operations which may affect its seaworthiness, and, in each case, all appurtenances thereof.

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SCHEDULE A

LANDLORD ENTITIES

Horseshoe Council Bluffs LLC  
Harrah's Council Bluffs LLC  
Harrah's Metropolis LLC  
Horseshoe Southern Indiana LLC  
New Horseshoe Hammond LLC  
Horseshoe Bossier City Prop LLC  
Harrah's Bossier City LLC  
New Harrah's North Kansas City LLC  
Grand Biloxi LLC  
Horseshoe Tunica LLC  
New Tunica Roadhouse LLC  
Caesars Atlantic City LLC  
Bally's Atlantic City LLC  
Harrah's Lake Tahoe LLC  
Harvey's Lake Tahoe LLC  
Harrah's Reno LLC  
Bluegrass Downs Property Owner LLC  
Vegas Development LLC  
Vegas Operating Property LLC  
Miscellaneous Land LLC  
Propco Gulfport LLC

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SCHEDULE B

TENANT ENTITIES

CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.  
Caesars Entertainment Operating Company, Inc.  
HBR Realty Company LLC  
Harveys Iowa Management Company LLC  
Southern Illinois Riverboat/Casino Cruises LLC  
Caesars Riverboat Casino, LLC  
Roman Holding Company of Indiana LLC  
Horseshoe Hammond, LLC  
Horseshoe Entertainment  
Harrah's Bossier City Investment Company, L.L.C.  
Harrah's North Kansas City LLC  
Grand Casinos of Biloxi, LLC  
Robinson Property Group LLC  
Tunica Roadhouse LLC  
Boardwalk Regency LLC  
Caesars New Jersey LLC  
Bally's Park Place LLC  
Harveys Tahoe Management Company LLC  
Players Bluegrass Downs LLC  
Hole in the Wall, LLC  
Casino Computer Programming, Inc.  
Harveys BR Management Company, Inc.



## SCHEDULE 1

## GAMING LICENSES

Unique ID	Legal Entity Name	License Category	Type of License	Issuing Agency	State	Description of License
294	Bally's Park Place LLC	Gaming	Lottery License	State of NJ, Lottery Commission	New Jersey	Bally's Atlantic City
446	Bally's Park Place LLC	Gaming	Gaming License	State of New Jersey, New Jersey Casino Commission	New Jersey	Bally's Atlantic City
447	Boardwalk Regency LLC	Gaming	Gaming License	State of New Jersey, New Jersey Casino Commission	New Jersey	Caesars Atlantic City
451	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Gaming	Gaming License	State of Nevada, Nevada Gaming Commission	Nevada	Harrah's Reno
458	Caesars Riverboat Casino, LLC	Gaming	Gaming License	State of Indiana, Indiana Gaming Commission	Indiana	Horseshoe Southern Indiana
192	Casino Computer Programming, Inc.	Gaming	Mississippi Gaming Commission Gaming license	State of Mississippi, Mississippi Gaming Commission	Mississippi	0822 (allows us to be Manufacturer/Distributor)
461	Grand Casinos of Biloxi, LLC	Gaming	Gaming License	State of Mississippi, Mississippi Gaming Commission	Mississippi	Harrah's Gulf Coast
463	Harrah's Bossier City Investment Company, L.L.C.	Gaming	Gaming License	State of Louisiana, Louisiana Gaming Control Board	Louisiana	Louisiana Downs
452	Harrah's North Kansas City LLC	Gaming	Gaming License	State of Missouri, Missouri Gaming Commission	Missouri	Harrah's North Kansas City

Unique ID	Legal Entity Name	License Category	Type of License	Issuing Agency	State	Description of License
456	Harveys BR Management Company, Inc.	Gaming	Gaming License	State of Iowa, Iowa Racing and Gaming Commission	Iowa	Horseshoe Council Bluffs
455	Harveys Iowa Management Company LLC	Gaming	Gaming License	State of Iowa, Iowa Racing and Gaming Commission	Iowa	Harrah's Council Bluffs
449	Harveys Tahoe Management Company LLC	Gaming	Gaming License	State of Nevada, Nevada Gaming Commission	Nevada	Harveys Lake Tahoe
450	Harveys Tahoe Management Company LLC	Gaming	Gaming License	State of Nevada, Nevada Gaming Commission	Nevada	Harrah's Lake Tahoe
457	Horseshoe Hammond, LLC	Gaming	Gaming License	State of Indiana, Indiana Gaming Commission	Indiana	Horseshoe Hammond
462	Horseshoe Entertainment	Gaming	Gaming License	State of Louisiana, Louisiana Gaming Control Board	Louisiana	Horseshoe Bossier City
201	Players Bluegrass Downs LLC	Gaming	Business Registration Race Track	City of Paducah	Kentucky	Annual License Tax
209	Players Bluegrass Downs LLC	Gaming	Horse Racing License	Kentucky Horse Racing Commission	Kentucky	Horse Racing License
459	Robinson Property Group LLC	Gaming	Gaming License	State of Mississippi, Mississippi Gaming Commission	Mississippi	Horseshoe Tunica
121	Roman Holding Company of Indiana LLC	Gaming	Certificate of Documentation	United States Coast Guard	Indiana	Permits operation of riverboat
454	Southern Illinois Riverboat/Casino Cruises LLC	Gaming	Gaming License	State of Illinois, Illinois Gaming Board	Illinois	Harrah's Metropolis

Unique ID	Legal Entity Name	License Category	Type of License	Issuing Agency	State	Description of License
460	Tunica Roadhouse LLC	Gaming	Gaming License	State of Mississippi, Mississippi Gaming Commission	Mississippi	Tunica Roadhouse

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SCHEDULE 2

GROUND LEASES

**Bluegrass Downs**

Lease Agreement dated as of May 22, 1987, by and between the Inez Johnson, as landlord, and Coy Stacey and Bobby Dexter, as tenant, as assigned to Bluegrass Downs of Paducah, LTD, as of June 1, 1987, as further assigned to Players Bluegrass Downs, Inc. as of November 22, 1993

Leases dated as of July 31, 1987, by and between the Inez Johnson, as landlord, and Wayne and Gloria Simpson, as tenant, as assigned to Players Bluegrass Downs Inc., as of December 16, 1999, and as extended by that certain Extension of Lease Agreement dated as of September 8, 2017

**Grand Biloxi**

Public Trust Tidelands Lease dated November 16, 2015, and recorded December 1, 2015, by and between Secretary of State, for and on behalf of the State of Mississippi, as lessor, and Grand Casinos of Biloxi, LLC, as tenant

Ground Lease, dated June 23, 1992, recorded on June 25, 1992 in Book 244 at Page 309, as amended by (i) that certain First Amendment to Ground Lease, dated November 9, 1992, evidenced of record by that Memorandum of First Amendment to Lease, dated February 1, 1993, recorded on February 5, 1993 in Deed Book 251 at Page 385, (ii) that certain Second Amendment to Lease Agreement, dated as of February 1, 1993, and recorded February 5, 1993, in Deed Book 251 at Page 593, and re-recorded [ ] in Deed Book 253 at Page 385, (iii) that certain Third Amendment to Ground Lease, dated as of July 31, 1998, and recorded August 7, 1998, at Deed Book 328, at Page 253, and (iv) that certain Addendum to Ground Lease, dated September 29, 2005, by and between Mavar, Inc. as landlord, and Grand Casinos of Biloxi, LLC, successor in interest to Grand Casinos of Mississippi, Inc. – Biloxi, as tenant

**Harrah's Airplane Hangar**

Lease Agreement dated May 19, 1998, as amended pursuant to that certain First Amendment to Imperial Place Air, Ltd. Lease Agreement, dated September 21, 1999, and that certain Second Amendment to Imperial Palace Lease Agreement dated October 7, 2003, and as assigned pursuant to that certain Assignment and Assumption of Agreement dated December 12, 2005, and as further amended pursuant to that Third Amendment to Lease Agreement dated October 2, 2007, by and between the County of Clark, as lessor, and Caesar's Entertainment Operating Company, Inc., successor in interest to Harrah's Operating Company, Inc., successor in interest to Sunrise Hangar, LLC, as lessee

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### **Harrah's Council Bluffs**

Sublease Agreement filed of record in Book 95 Page 21438 of the Pottawattamie County records, and later amended by First Amendment to Sublease Agreement filed of record May 4, 2011 in Book 2011 Page 5607 of the Pottawattamie County, Iowa

### **Harrah's Metropolis**

Lease, dated as of October 9, 1995, by and between the City of Metropolis, as landlord, and Southern Illinois Riverboat/Casino Cruises, Inc., as tenant, as amended by that certain First Amendment to Lease Agreement dated March 26, 2001, and that certain Second Amendment to Lease Agreement dated March 9, 2004

Lease, dated as of December 10, 1990, by and between the City of Metropolis as landlord, and Southern Illinois Riverboat/Casino Cruises, Inc. (as successor in interest to P.C.I., Inc., a Nevada corporation), as tenant as amended by that certain Amendment to Lease dated May 26, 1992, Amendment to Lease dated July 13, 1992, Amendment to Lease dated August 25, 1995, Amendment to Lease dated March 26, 2001, Amendment to Lease dated March 9, 2004 and Amendment to Lease dated September 13, 2004

### **Harrah's North Kansas City**

Ground Lease between Harrah's North Kansas City LLC, a Missouri limited liability company, as successor-by-merger to Harrah's North Kansas City Corporation, a Nevada corporation, as Lessee, and The City of North Kansas City, Missouri, as Lessor, dated July 12, 1993, as amended by that certain First Amendment to Ground Lease dated November 22, 1994, that certain Second Amendment to Ground Lease dated as of December 19, 1995, that certain Third Amendment to Ground Lease dated December 22, 1998, that certain Fourth Amendment to Ground Lease dated June 28, 2005, that certain Letter Re: Extension of that certain Ground Lease dated July 12, 1993, dated February 11, 2010, and that certain Letter Re: Extension of that certain Ground Lease dated July 12, 1993, dated October 14, 2014, and as evidenced by that certain Short Form Lease recorded July 28, 1993, in Book 2252, Page 712, of the Office of the Recorder of Deeds for Clay County, Missouri

### **Harvey's Lake Tahoe**

Parcel 1:

A Leasehold Estate as created and set forth in that certain unrecorded Lease, dated July 9, 1973, by and between PARK CATTLE CO., a Nevada Corporation, as Lessor and HARVEY'S WAGON WHEEL, INC., a Nevada corporation, as Lessee dated February 28, 1985 as disclosed by a MEMORANDUM OF LEASE, dated February 28, 1985 and recorded March 18, 1985, in Book 385, Page 1631, as Document No. 114959, and as modified by (i) an unrecorded Modification of Lease dated April 27, 1979, (ii) an unrecorded Second Amendment to Lease dated February 28, 1985, and (iii) by a unrecorded Third Amendment to the Parking Lease and Assignment of Leases dated June 1, 1997, as disclosed by a MEMORANDUM OF LEASE, dated February 11, 1998, recorded March 6, 1998 in Book 398, Page 1298, as Document No. 434235, and (iv) an unrecorded Fourth Amendment to Lease Agreement, effective as of September 1, 2014, by and between EDGEWOOD COMPANIES, formerly known as PARK CATTLE COMPANY, a Nevada Corporation, as Lessor and TAHOE GARAGE PROPCO, as Lessee and as assigned (x) by that certain unrecorded Assignment of Leases, effective June 1, 1997, where by HARVEY'S CASINO RESORTS, a Nevada corporation, formerly known as HARVEY'S WAGON WHEEL, INC., a Nevada corporation assigned to HARVEY'S TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation and (y) by that certain ASSIGNMENT AND ASSUMPTION OF LEASES recorded January 21, 2008, in Book 108, Page 5387, as Document No. 716866 where HARVEY'S TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation assigned to TAHOE PROPCO, LLC, a Delaware limited liability company and (z) by that certain ASSIGNMENT AND ASSUMPTION OF LEASES recorded January 21, 2008, in Book 108, Page 5393, as Document No. 716867 where TAHOE PROPCO, LLC, a Delaware limited liability company assigned to TAHOE GARAGE PROPCO, LLC, a Delaware limited liability Company as to Parcel 1; and

Parcel 2:

A Leasehold Estate as created and set forth in that certain unrecorded Lease, dated July 9 April 17, 1973 1979, by and between PARK CATTLE CO., a Nevada Corporation, as Lessor and HARVEY’S WAGON WHEEL, INC., a Nevada corporation, as Lessee, as superseded by that certain Net Lease Agreement, dated February 1985, by and between PARK CATTLE CO., a Nevada Corporation, as Lessor and HARVEY’S WAGON WHEEL, INC., a Nevada corporation, as Lessee and by an unrecorded Modification of Lease dated February 28, 1985, as disclosed by a MEMORANDUM OF LEASE, recorded March 18, 1985, in Book 385, Page 1636, as Document No. 114960, and as modified by a unrecorded First Amendment to the Douglas County Greenbelt Lease Agreement dated June 1, 1997, as disclosed by a MEMORANDUM OF LEASE recorded March 6, 1998 in Book 398, Page 1288, as Document No. 434233, and as assigned (i) by that certain unrecorded Assignment of Leases, effective June 1, 1997, where by HARVEY’S CASINO RESORTS, a Nevada corporation, formerly known as HARVEY’S WAGON WHEEL, INC., a Nevada corporation assigned to HARVEY’S TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation and (ii) by that certain ASSIGNMENT AND ASSUMPTION OF LEASES recorded January 21, 2008, in Book 108, Page 5387, as Document No. 716866 where HARVEY’S TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation assigned to TAHOE PROPCO, LLC, a Delaware limited liability company and (iii) by that certain ASSIGNMENT AND ASSUMPTION OF LEASES recorded January 21, 2008, in Book 108, Page 5393, as Document No. 716867 where TAHOE PROPCO, LLC, a Delaware limited liability company assigned to TAHOE GARAGE PROPCO, LLC, a Delaware limited liability Company as to Parcel 2

A leasehold as created by that certain lease dated February 28, 1985, executed by Park Cattle Co., a Nevada corporation, as lessor, and Harvey’s Wagon Wheel, Inc., a Nevada corporation, as lessee, as referenced in the document entitled, “Memorandum of Lease”, which was recorded March 18, 1985 at Book 2410, Page 354, of Official Records, for the term, upon and subject to all the provisions contained in said document, and in said lease.

By First Amendment dated June 1, 1997, executed by Park Cattle Company, a Nevada corporation, as lessor and Harvey’s Casino Resorts, formerly known as Harvey’s Wagon Wheel, Inc., a Nevada corporation, lessee, said lease was modified, as disclosed by that certain Memorandum of Lease, recorded March 30, 1998 at Instrument No. 98-0016398-00, of Official Records.

By Assignment dated February 11, 1998, executed by Harvey’s Wagon Wheel, Inc., a Nevada corporation, as assignor, the interest of the assignor in and to the above leasehold estate was assigned to Harvey’s Tahoe Management Company, Inc., a Nevada corporation, as assignee, recorded March 30, 1998 at Instrument No. 98-0016398-00, of Official Records.

By Assignment dated January 30, 2008, executed by Harvey’s Tahoe Management Company, Inc., a Nevada corporation, as assignor, the interest of the assignor in and to the above leasehold estate was assigned to Tahoe Propco, LLC, a Delaware limited liability company, as assignee, recorded February 1, 2008 at Instrument No. 2008-0005109-00, of Official Records.

By Assignment dated January 30, 2008, executed by Tahoe Propco, LLC, a Delaware limited liability company, as assignor, the interest of the assignor in and to the above leasehold estate was assigned to Tahoe Garage Propco, LLC, a Delaware limited liability company, as assignee, recorded February 1, 2008 at Instrument No. 2008-0005108-00, of Official Records.

**Horseshoe Bossier City**

State of Louisiana Commercial Lease by and between State of Louisiana, State Land Office and Horseshoe Entertainment, a Louisiana Ltd. Partnership, dated July 6, 1994, recorded in the public records of Bossier Parish, Louisiana on July 13, 2004 as Registry No. 810117, as extended by that certain Letter RE: Renewal of Commercial Water Bottom Lease Contract No. 3000, dated June 30, 2014

Lease Agreement by and between Johnny Bonomo, Jr., and Mary C. Bonomo, and Horseshoe Entertainment, dated February 8, 1996

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**Horseshoe Hammond**

Lease Agreement dated April 16, 2002, by and between the National Railroad Passenger Corporation (aka Amtrak), as landlord, and Horseshoe Hammond, LLC, as tenant, as extended by that certain Letter Re: Renewal of Lease Agreement, dated September 11, 2008, as amended pursuant to that certain First Amendment to Lease Agreement dated April 13, 2012, as amended pursuant to that certain Letter Re: Renewal of Lease Agreement dated January 10, 2017

License Agreement dated June 19, 1996, by and between the Department of Waterworks of the City of Hammond and the City of Hammond, Indiana, by and through its Department of Waterworks, as landlord, and Horseshoe Hammond, LLC, as tenant, as amended pursuant to that certain First Amendment to Lease, dated April [    ], 2007

Lease (Casino and Parking) dated June 19, 1996, by and between City of Hammond, Department of Redevelopment, as landlord, and Horseshoe Hammond, LLC, as tenant, as amended pursuant to that certain undated Amendment to Lease, that certain Second Amendment to Lease dated December 5, 2002, that certain Third Amendment to Lease dated December 5, 2006

SCHEDULE 3

MAXIMUM FIXED RENT TERM

<u>Property Name</u>	<u>City, State</u>	<u>Maximum Fixed Rent Term</u>
Harrah's Lake Tahoe	Stateline, NV	25
Harvey's Lake Tahoe	Stateline, NV	25
Harrah's Reno	Reno, NV	30
Bally's Atlantic City	Atlantic City, NJ	25
Caesars Atlantic City	Atlantic City, NJ	25
Horseshoe Hammond	Hammond, IN	25
Horseshoe Southern Indiana	Elizabeth, IN	30
Harrah's Metropolis	Metropolis, IL	35
Harrah's North Kansas City	North Kansas City, MO	30
Harrah's Council Bluffs	Council Bluffs, IA	30
Horseshoe Council Bluffs	Council Bluffs, IA	20
Grand Biloxi Casino Hotel (a/k/a Harrah's Gulf Coast)	Biloxi, MS	30
Horseshoe Tunica	Tunica Resorts, MS	30
Tunica Roadhouse	Tunica Resorts, MS	30
Harrah's Bossier City (Louisiana Downs)	Bossier City, LA	20
Horseshoe Bossier City	Bossier City, LA	30



## SCHEDULE 4

## SPECIFIED SUBLEASES

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
N/A	Bally's Park Place LLC	Bally's Atlantic City	Best Buy kiosk	NewZoom, Inc. d/b/a ZoomSystems	REVOCABLE LICENSE AGREEMENT	10/1/2010	Zoom.pdf
8171	Bally's Park Place LLC	Bally's Atlantic City	Buca Di Beppo	Buca di Beppo (USA), LLC	BUCA DI BEPPO – RESTAURANT FRANCHISE AGREEMENT – BALLY'S ATLANTIC CITY, NEW JERSEY	5/15/2014	9500 BAC Buca Franchise Agreement Fully Executed-2.pdf
8197	Bally's Park Place LLC	Bally's Atlantic City	Fralinger's Taffy	Fralinger's Inc.	FRALINGER'S SALT WATER TAFFY LEASE AGREEMENT	12/1/2014	Fralingers Salt Water Taffy Lease.pdf
8167	Bally's Park Place LLC	Bally's Atlantic City	Guy Fieri Barrels & Chops	GRF Enterprises, LLC	RESTAURANT LICENSE AGREEMENT	5/15/2014	9019 – Guy Fieri Barrels Chops – Restaurant License Agreement – Fully Executed.pdf
14871	Bally's Park Place LLC	Bally's Atlantic City	Guy Fieri Barrels & Chops	GRF Enterprises, LLC	FIRST AMENDMENT TO THE RESTAURANT LICENSE AGREEMENT	7/1/2015	BAC Fieri Barrel and Chops 1st Am Fully Executed.pdf
N/A	Bally's Park Place LLC	Bally's Atlantic City	Guy's Bar-B-Que Joint	GRF Enterprises, LLC	RESTAURANT LICENSE AGREEMENT	12/22/2015	BAC Guy Fieri BBQ Restaurant License Agreement Fully Executed.pdf
8178	Bally's Park Place LLC	Bally's Atlantic City	Harry's Oyster Bar	Harry's Oyster Bar, LLC.	LEASE AGREEMENT	8/30/2010	BAC Harry_s Bar_(34186698_1).PDF

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
8208	Bally's Park Place LLC	Bally's Atlantic City	Johnny Rockets	J. Rockets Development – Atlantic City, LLC d/b/a Johnny Rockets	ADDENDUM TO LEASE AGREEMENT	8/22/2003	Johnny Rockets – Lease Addendum 8-22-03.pdf
8209	Bally's Park Place LLC	Bally's Atlantic City	Johnny Rockets	J. Rockets Development – Atlantic City, LLC d/b/a Johnny Rockets	LEASE EXTENSION AGREEMENT	10/1/2009	Johnny Rockets – Lease Extension 10-09.pdf
8207	Bally's Park Place LLC	Bally's Atlantic City	Johnny Rockets	J. Rockets Development, LLC	LEASE AGREEMENT	10/1/2003	Johnny Rockets – Lease 8-22-03.pdf
N/A	Bally's Park Place LLC	Bally's Atlantic City	Landau	NLH – Short Hills Ltd., Inc.	RETAIL LEASE AGREEMENT	8/5/2004	Landau (Lease).pdf
N/A	Bally's Park Place LLC	Bally's Atlantic City	Landau	NLH – Short Hills Ltd., Inc.	ASSIGNMENT AND ASSUMPTION AND FIRST AMENDMENT TO THE RETAIL LEASE AGREEMENT	9/1/2014	Landau Assignment Assumption First Amendment Final.pdf
8215	Bally's Park Place LLC	Bally's Atlantic City	Sack O' Subs	Sacko – AC LLC d/b/a Sack O'Subs	LEASE AGREEMENT	5/19/2010	Sacko-AC LLC LEASE (04-29-10).pdf
N/A	Bally's Park Place LLC	Bally's Atlantic City	Walt's Original Primo Pizza	Phanie M, LLC	LEASE AGREEMENT	4/29/2010	Phanie Pizza Lease.pdf
N/A	Bally's Park Place LLC	Bally's Atlantic City	Walt's Original Primo Pizza	Phanie M, LLC	RENEWAL LETTER	4/25/2016	Phanie Pizza Renewal.pdf
N/A	Boardwalk Regency LLC	Caesars Atlantic City	Best Buy kiosk	NewZoom, Inc. d/b/a ZoomSystems	REVOCABLE LICENSE AGREEMENT	11/1/2010	Zoom2.pdf
8337	Boardwalk Regency LLC	Caesars Atlantic City	Café Tazza	Caffe Mille Luci, LLC	LEASE AGREEMENT	9/8/2010	Caffe Mille Luci-Lease.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
8339	Boardwalk Regency LLC	Caesars Atlantic City	Dusk Nightclub	AC NIGHTLIFE, LLC	LEASE AGREEMENT	1/19/2009	Dusk Lease_(34245171_1).PDF
8288	Boardwalk Regency LLC	Caesars Atlantic City	Dusk Nightclub	AC NIGHTLIFE, LLC D/B/A DUSK	FIRST ADDENDUM TO LEASE AGREEMENT	6/25/2009	3002 – AC Nightlife – Addendum.pdf
8308	Boardwalk Regency LLC	Caesars Atlantic City	Gordon Ramsay Pub	Gordon Ramsay Holdings Limited	DEVELOPMENT, OPERATION AND LICENSE AGREEMENT AMONG GORDON RAMSAY, GORDON RAMSAY HOLDINGS LIMITED AND BOARDWALK REGENCY CORPORATION DBA CAESARS ATLANTIC CITY	5/16/2014	7348 CAC – Gordon GR PUB Development Operation License Agreement – Fully Executed.pdf
8277	Boardwalk Regency LLC	Caesars Atlantic City	Health care provider facility	Shore Health Enterprises, Inc.	AMENDMENT TO OFFICE LEASE AGREEMENT	6/11/2013	12 – Shore Health Lease Amendment_(34170339_1).PDF
8360	Boardwalk Regency LLC	Caesars Atlantic City	Health care provider facility	Shore Health Enterprises, Inc.	OFFICE LEASE AGREEMENT	3/28/2013	Shore Crucial Care Lease fully exec.pdf
8289	Boardwalk Regency LLC	Caesars Atlantic City	Morton's Steakhouse	MORTON'S OF CHICAGO/ ATLANTIC CITY LLC	LEASE AGREEMENT	8/16/2004	3005 – Morton's – Lease.pdf
8333	Boardwalk Regency LLC	Caesars Atlantic City	Morton's Steakhouse	Morton's of Chicago/ Atlantic City, LLC	FIRST AMENDMENT TO LEASE AGREEMENT	7/10/2009	CAC Mortons 1st Am_(34186679_1).PDF
8348	Boardwalk Regency LLC	Caesars Atlantic City	Office space	Parker McCay, P.A.	OFFICE LEASE AGREEMENT	3/13/2012	Parker McCay PA – Office Lease_(34245176_1).PDF

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
N/A	Boardwalk Regency LLC	Caesars Atlantic City	The Pier	Pier Renaissance	CONSENT TO ASSIGNMENT OF LEASE AND THIRD AMENDMENT TO LEASE	4/1/2015	Pier.pdf
15084	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Hertz	The Hertz Corporation	FINANCIAL GUARANTEE AGREEMENT	12/20/2013	FIN The Hertz Corporation Master 2016-12-31.pdf
15085	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Hertz	The Hertz Corporation	FIRST AMENDMENT TO THE FINANCIAL GUARANTEE AGREEMENT	10/1/2014	Hertz Amendment.pdf
9686	190 Flamingo, LLC, as assigned to CEOC, LLC, interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Jay's Market	Twobohn II, LLC	LEASE AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT, CONSENT OF LANDLORD	11/6/2006	Jays Market Assign of Lease_(34229214_1).PDF
7221	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Starbucks	Starbucks Corporation	STARBUCKS CORPORATION FIRST AMENDMENT TO MASTER LICENSING AGREEMENT	12/21/2011	7924 SBUX 1st Am 12-21-11 Fully Executed.pdf
14899	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Starbucks	Starbucks Corporation	MASTER LICENSING AGREEMENT	9/12/2011	1078 Executed Starbucks MLA 9-12-2011.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
14900	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Corporate/ Other	Starbucks	Starbucks Corporation	SECOND AMENDMENT TO THE MASTER LICENSING AGREEMENT	9/13/2013	Final Executed Second Amendment (Rincon).pdf
9336	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Council Bluffs	Harrah's Council Bluffs Ground Lease	Harveys Iowa Management Company, Inc.	GROUND LEASE AGREEMENT	3/27/2002	5106-Harrah's Operating Company, Inc.-Ground Lease-Executed.pdf
9409	Grand Casinos of Biloxi, LLC	Harrah's Gulf Coast	Grand Crowne Resorts	Surrey Vacation Resorts, Inc. d/b/a Grand Crowne Resorts Ocean View Vacation Villas	SECOND AMENDMENT TO LEASE AGREEMENT	11/10/2012	6958 – Surrey Vacation Resorts, Inc. – Second Am Ex_(34263062_1).PDF
9416	Grand Casinos of Biloxi, LLC	Harrah's Gulf Coast	Steak'n Shake	Biloxi Coast Management, Inc.	BILOXI COAST MANAGEMENT, INC. DBA STEAK'N SHAKE LEASE AGREEMENT	1/16/2014	8672 – Grand Biloxi – Steak N Shake Restaurant Lease – Fully executed.pdf
9435	Grand Casinos of Biloxi, LLC	Harrah's Gulf Coast	Steak'n Shake	STEAK N SHAKE ENTERPRISES, INC.	ADDENDUM TO LEASE AGREEMENT	1/21/2014	Steak N Shake Executed 2014 Addendum to Lease Agreement.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
9417	Grand Casinos of Biloxi, LLC	Harrah's Gulf Coast	The Magnolia House	LAGNIAPPE CONSULTING, LLC	RESTAURANT LICENSE AGREEMENT	12/23/2013	8897 – Grand Biloxi – Lagniappe Consulting - Restaurant License Agreement Fully Executed.pdf
9388	Harrah's Bossier City Investment Company, L.L.C.	Harrah's Louisiana Downs	Fuddrucker's*	CASINO BOSSIER, INC. D/B/A FUDDRUCKER'S RESTAURANT	Lease Agreement	6/8/2007	Fuddrucker's – LA Downs.pdf
N/A	Harrah's North Kansas City, LLC	Harrah's North Kansas City	Randolph parking lot	CASECO Truck Body & Equipment Sales	LEASE AGREEMENT	1/5/2016	Caseco Lease Agreement.pdf
7721	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Hash House a Go Go	Reno Run LLC	FIRST AMENDMENT TO THE LEASE AGREEMENT	1/4/2012	Harrahs Reno Hash House 1st Am_(34186744_1).PDF
14991	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Hash House a Go Go	Reno Run LLC	LEASE AGREEMENT	1/7/2011	DOC.PDF
14992	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Hash House a Go Go	Reno Run LLC	SECOND AMENDMENT TO THE LEASE AGREEMENT	1/1/2015	img-208061832-0001.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
15086	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Hertz	The Hertz Corporation	CONCESSION AGREEMENT	12/20/2013	Executed Hertz – Harrah's Reno Concession Agmt.pdf
9761	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Ichiban Japanese Steakhouse	Karma Restaurants, Inc.	LEASE AGREEMENT	5/1/2005	Asset 17 REN Ichiban Lease_(34263177_1).PDF
N/A	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Ichiban Japanese Steakhouse	Karma Restaurants, Inc.	EXTENSION LETTER	2/20/2015	Ichibans Extension Letter.pdf
7724	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Landau	Landau Casino Inc	RETAIL LEASE AGREEMENT	11/1/2011	Harrahs Reno Landau_(34186748_1).PDF
N/A	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Landau	Landau Casino Inc	RENEWAL LETTER	11/6/2015	Landau Renewal Letter.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
7001	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	JASVIR AND RUBY SINGH	THIRD AMENDMENT TO THE LICENSE AGREEMENT	10/27/2011	3938-Quiznos-Third Amendment-Executed.pdf
7142	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	FOURTH AMENDMENT	10/18/2012	6978-Jasvir & Ruby Singh-Fourth Amendment-Final.pdf
7333	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	FIFTH AMENDMENT TO THE LICENSE AGREEMENT	10/30/2013	8924-Jasvir Ruby Singh-Fifth Amendment-Executed final.pdf
14922	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	LICENSE AGREEMENT	8/13/2004	Quiznos Reno License Agreement.PDF
14923	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	FIRST AMENDMENT TO LICENSE AGREEMENT	8/5/2009	Quiznos 1st Am ex.pdf
14924	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	SECOND AMENDMENT TO LICENSE AGREEMENT	9/3/2010	Quiznos Reno 2nd Am ex.pdf



<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
14925	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.	Harrah's Reno	Quiznos	Jasvir and Ruby Singh	SIXTH AMENDMENT TO LICENSE AGREEMENT	12/1/2014	98-LG – Jasvir Ruby Singh – Sixth Amendment – Final.pdf
9052	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Cabo Wabo Cantina	Cabo Wabo Enterprises ("CWE")	MARCH 2005 AMENDMENT TO LICENSE AGREEMENT	5/1/2004	March 2005 Cabo Wabo Amendment to License Agreement.pdf
14873	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Cabo Wabo Cantina	Red Head, Inc.	FOURTH AMENDMENT TO THE LICENSE AGREEMENT	7/1/2015	Harvey's Fourth Amendment to License Agreement 2015.pdf
9056	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Cabo Wabo Cantina	Red Head, Inc. d/b/a Cabo Wabo Enterprises	THIRD AMENDMENT TO LICENSE AGREEMENT	7/1/2011	NewThird Amendment to License Agreement FINA-2012L.pdf
14874	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Cabo Wabo Cantina	Red Head, Inc. d/b/a Cabo Wabo Enterprises	LICENSE AGREEMENT	7/1/2011	Cabo Wabo HLT License Agmt and Amendments.pdf
9016	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Cinnabon	Partridge Enterprises, Inc.	LEASE AGREEMENT	8/12/2005	cinnabon lease rider 1 letter.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
9002	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Cinnabon	Partridge Enterprises, Inc.	FIRST AMENDMENT TO LEASE AGREEMENT	6/1/2010	Cinnabon 1st Amendment_(34263213_1).PDF
N/A	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Cinnabon	Partridge Enterprises, Inc.	SECOND AMENDMENT TO LEASE AGREEMENT	6/1/2015	Cinnabon Second Amendment.pdf
8942	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	CV Sports	Sunrise Sports, Inc., d/ b/a CV Sports	RETAIL LEASE AGREEMENT	9/25/2014	10113 – Sunrise Sports – Retail Lease – Fully Executed.pdf
9771	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Fatburger/Thai-Asian/Tahoe Italian Pizza	FST TAHOE PARTNERS, LLC	LEASE AGREEMENT	3/31/2005	2995 – FST Tahoe – executed.pdf
14888	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Fatburger/Thai-Asian/Tahoe Italian Pizza	FST Tahoe Partners, LLC	FIRST AMENDMENT TO LEASE AGREEMENT	4/17/2015	Fatburger First Amendment 4-17-15 doc.pdf
9033	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Hard Rock Café	Hard Rock Cafe International (USA), Inc	ADDENDUM TO AGREEMENT	12/17/1999	Harveys Tahoe Hard Rock Addendum 12-17-99_(34186715_1).PDF
9034	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Hard Rock Café	Hard Rock Cafe International (USA), Inc.	AMENDMENT TO LEASE AGREEMENT	1/17/1998	Harveys Tahoe Hard Rock Am 2004_(34186717_1).PDF
9035	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Hard Rock Café	Hard Rock Cafe International (USA), Inc.,	LEASE AGREEMENT	9/16/1998	Harveys Tahoe Hard Rock Lease_(34186720_1).PDF
9026	Harveys Tahoe Management Company LLC	Harveys/Harrahs Lake Tahoe	Hard Rock Café	Hard Rock Cafe International, Inc.	NOTICE OF EXTENSION OF LEASE AGREEMENT	9/25/2012	Hard Rock 5 year lease extension request.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
9036	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Hard Rock Café	Hard Rock Cafe, International (USA), Inc.	LETTER AMENDMENT	10/29/2007	Harveys Tahoe Hard Rock Letter Am_(34186721_1).PDF
9029	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Hertz	The Hertz Corporation	CONCESSION AGREEMENT	12/20/2013	Harrahs Tahoe Hertz Concession Agmt_(34186707_1).PDF
15087	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Hertz	The Hertz Corporation	CONCESSION AGREEMENT	12/20/2013	Executed Hertz – Harvey's Resort Lake Tahoe Concession Agmt.pdf
8941	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	J. Boutique	J Boutique LLC	J BOUTIQUE – RETAIL LEASE AGREEMENT	7/4/2014	10081 -J Boutique – Retail Lease – Fully Executed.pdf
9047	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Landau	THE HYMAN COMPANIES, INC.	RETAIL LEASE AGREEMENT	11/10/2003	Landau Agreement.pdf
15223	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Landau	THE HYMAN COMPANIES, INC.	RETAIL LEASE AGREEMENT	11/10/2003	img-718101734-0001.pdf
9756	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Lulu	Nicole Robbins, Diana Knowlton, and Mary Lou Montonya	LICENSE AGREEMENT AND FIRST, SECOND AND THIRD AMENDMENTS	1/21/2001	img-909164344-0001.pdf
N/A	Harveys Tahoe Management Company LLC	Harveys/ Harrah's Lake Tahoe	Promenade Deck	Linda Addi	LINDA ADDI D/B/A PROMENADE DECK FASHIONS LEASE	4/1/2015	New Lease Promenade Deck.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
9040	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Straw Hat Pizza	Nevada Pizza Restaurant	SECOND AMENDMENT TO THE LEASE AGREEMENT	6/10/2013	Harveys Tahoe Straw Hat 2nd Am_(34186725_1).PDF
9064	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Straw Hat Pizza	NEVADA PIZZA RESTAURANT, INC.	AMENDMENT TO THE LEASE AGREEMENT	12/1/2010	Straw Hat Amendment.pdf
9065	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Straw Hat Pizza	NEVADA PIZZA RESTAURANTS, INC.	LEASE AGREEMENT	11/1/2010	Straw Hat Lease.pdf
9066	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Straw Hat Pizza	NEVADA PIZZA RESTAURANTS, INC.	SECOND AMENDMENT TO THE LEASE AGREEMENT	6/10/2013	Straw Hat Second Amendment (Deli).pdf
N/A	Harveys Tahoe Management Company LLC.	Harveys/Harrah's Lake Tahoe	Upper Deck Emporium	Linda Addi	UPPER DECK EMPORIUM LEASE	2/1/2016	HLT Upper Deck Lease.pdf
N/A	Harveys Tahoe Management Company LLC	Harveys/Harrah's Lake Tahoe	Wedding chapel	Destination Tahoe Weddings and Events, LLC	LEASE AGREEMENT	10/1/2015	HLT Destination Tahoe Weddings Lease Fully Executed.pdf
9143	Horseshoe Entertainment	Horseshoe Bossier City	8 OZ. Steakhouse	NR Restaurant Group Inc.	AMENDMENT 1 TO THE LEASE AGREEMENT	8/16/2010	8 Oz 1st Amendment_(34245121_1).PDF
9144	Horseshoe Entertainment	Horseshoe Bossier City	8 OZ. Steakhouse	NR Restaurant Group, Inc.	LEASE AGREEMENT	4/23/2010	8 Oz Burger Lease_(34245123_1).PDF
N/A	Horseshoe Entertainment	Horseshoe Bossier City	LA Chocolatiers	LA Chocolatiers, LLC	LEASE AGREEMENT	1/22/2015	106 SE – HBC LA Chocolatiers Lease.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
10109	CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc. Harveys BR Management Company, Inc.	Horseshoe Council Bluffs	Hilton Garden Inn	23RD STREET HOTEL ASSOCIATES, LLC	GROUND LEASE AGREEMENT	2/29/2008	Doc265798567.pdf
9351	HBR Realty Company LLC	Horseshoe Council Bluffs	Pari-mutuel dog racetrack	IOWA WEST RACING ASSOCIATION	LEASE AGREEMENT	10/5/1999	5107-Iowa West Racing Association-Ground Lease-Executed.pdf
N/A	Horseshoe Hammond, LLC	Horseshoe Hammond	Touch of Luck	DP3 Massage, LLC dba A Touch of Luck	REVOCABLE ROVING CHAIR LICENSE AGREEMENT	3/1/2014	Touch of Luck Executed Contract.pdf
N/A	Horseshoe Hammond, LLC	Horseshoe Hammond	Touch of Luck	DP3 Massage, LLC dba A Touch of Luck	FIRST AMENDMENT TO REVOCABLE ROVING CHAIR LICENSE AGREEMENT	8/1/2015	UHA DP3 Touch of Luck 1st Am Final.pdf
8804	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Graeter's Ice Cream	Tedesco, LLC d/b/a Graeter's Ice Cream	LEASE AGREEMENT	3/1/2009	2009 – Tedesco, LLC dba Graeter's Ice Cream – Lease Agmt (fully-executed, part 1).pdf
14892	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Graeter's Ice Cream	Tedesco, LLC d/b/a Graeter's Ice Cream	RENEWAL LETTER	7/29/2015	2015 Tedesco – Horseshoe Southern Indiana and Graeter's Lease Renewal.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
8891	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	Pampering People LLC	FIRST AMENDMENT TO THE LEASE AGREEMENT	8/14/2012	Spa – crime insurance document, August 2012.pdf
8892	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	Pampering People LLC	LEASE AGREEMENT	6/4/2012	Spa, June 2012.pdf
14839	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	The Pampering People, LLC	LEASE AGREEMENT	5/22/2015	Spa, Jun 2015 Executed-Second Amendment to Lease.pdf
14840	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	The Pampering People, LLC	SECOND AMENDMENT TO LEASE AGREEMENT	7/1/2015	Spa 2015-07-The Pampering People-Rent Abatement-Second Amendment-f.pdf
15228	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	The Pampering People, LLC	THIRD AMENDMENT TO LEASE AGREEMENT	1/1/2016	img-718101415-0001.pdf
14893	Caesars Riverboat Casino, LLC	Horseshoe Southern Indiana	Indulge Spa	The Pampering People, LLC	LICENSE AGREEMENT	7/2/2013	Spa-The Pampering People, LLC dba Indulge Spa – Rev Roving Massage License Agmt – Final. pdf
9576	Robinson Property Group LLC	Horseshoe Tunica	8 OZ. Burger Bar	TUNICA RESTAURANT GROUP, INC.	LEASE AGREEMENT	8/31/2011	5112-Tunica Restaurant Group, Inc.-Restarurant Lease-Executed.pdf

<u>Contract ID</u>	<u>Debtor(s)</u>	<u>Property Name</u>	<u>Name of Operation</u>	<u>Counterparty</u>	<u>Description</u>	<u>Contract Date</u>	<u>File Name</u>
9607	Robinson Property Group LLC	Horseshoe Tunica	8 OZ. Burger Bar	TUNICA RESTAURANT GROUP, INC.	FIRST AMENDMENT TO THE LEASE AGREEMENT	4/17/2013	7907 – First Amendment to the Lease Agreement – Final.pdf
N/A	Robinson Property Group LLC	Horseshoe Tunica	Landau	NAT Landau Hyman Jewels, Ltd., Inc.	LEASE AGREEMENT	10/12/2015	Landau.pdf
N/A	Robinson Property Group LLC	Horseshoe Tunica	Lucky 8 Asian Bistro	Lucky 8 Inc.	LUCKY 8 ASIAN BISTRO LEASE	4/18/2016	UTU Lucky 8 (King Chow) Lease Fully Executed.pdf

## SCHEDULE 5

## RENT ALLOCATION

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Oct-17	\$36,108,333	0	0	(36,108,333)	(90,271)	(36,108,333)
Nov-17	36,108,333	0	0	(36,108,333)	(180,767)	(72,306,938)
Dec-17	36,108,333	0	0	(36,108,333)	(271,490)	(108,596,038)
Jan-18	36,108,333	36,946,471	37,196,975	1,088,642	(362,440)	(144,975,862)
Feb-18	36,108,333	36,946,471	37,196,975	1,088,642	(360,624)	(144,249,659)
Mar-18	36,108,333	36,946,471	37,196,975	1,088,642	(358,804)	(143,521,642)
Apr-18	36,108,333	36,946,471	37,196,975	1,088,642	(356,980)	(142,791,804)
May-18	36,108,333	36,946,471	37,196,975	1,088,642	(355,150)	(142,060,142)
Jun-18	36,108,333	36,946,471	37,196,975	1,088,642	(353,317)	(141,326,651)
Jul-18	36,108,333	36,946,471	37,196,975	1,088,642	(351,478)	(140,591,325)
Aug-18	36,108,333	36,946,471	37,196,975	1,088,642	(349,635)	(139,854,162)
Sep-18	36,108,333	36,946,471	37,196,975	1,088,642	(347,788)	(139,115,156)
Oct-18	36,108,333	36,946,471	37,196,975	1,088,642	(345,936)	(138,374,302)
Nov-18	36,108,333	36,946,471	37,196,975	1,088,642	(344,079)	(137,631,596)
Dec-18	36,108,333	36,946,471	37,196,975	1,088,642	(342,218)	(136,887,033)
Jan-19	36,108,333	36,946,471	37,196,975	1,088,642	(340,352)	(136,140,609)
Feb-19	36,108,333	36,946,471	37,196,975	1,088,642	(338,481)	(135,392,318)
Mar-19	36,108,333	36,946,471	37,196,975	1,088,642	(336,605)	(134,642,157)
Apr-19	36,108,333	36,946,471	37,196,975	1,088,642	(334,725)	(133,890,121)



Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
May-19	36,108,333	36,946,471	37,196,975	1,088,642	(332,841)	(133,136,205)
Jun-19	36,108,333	36,946,471	37,196,975	1,088,642	(330,951)	(132,380,403)
Jul-19	36,108,333	36,946,471	37,196,975	1,088,642	(329,057)	(131,622,713)
Aug-19	36,108,333	36,946,471	37,196,975	1,088,642	(327,158)	(130,863,128)
Sep-19	36,108,333	36,946,471	37,196,975	1,088,642	(325,254)	(130,101,644)
Oct-19	36,108,333	36,946,471	37,196,975	1,088,642	(323,346)	(129,338,256)
Nov-19	36,108,333	36,946,471	37,196,975	1,088,642	(321,432)	(128,572,960)
Dec-19	36,108,333	36,946,471	37,196,975	1,088,642	(319,514)	(127,805,751)
Jan-20	36,108,333	36,946,471	37,196,975	1,088,642	(317,592)	(127,036,623)
Feb-20	36,108,333	36,946,471	37,196,975	1,088,642	(315,664)	(126,265,573)
Mar-20	36,108,333	36,946,471	37,196,975	1,088,642	(313,731)	(125,492,595)
Apr-20	36,108,333	36,946,471	37,196,975	1,088,642	(311,794)	(124,717,685)
May-20	36,108,333	36,946,471	37,196,975	1,088,642	(309,852)	(123,940,837)
Jun-20	36,108,333	36,946,471	37,196,975	1,088,642	(307,905)	(123,162,048)
Jul-20	36,108,333	36,946,471	37,196,975	1,088,642	(305,953)	(122,381,311)
Aug-20	36,108,333	36,946,471	37,196,975	1,088,642	(303,997)	(121,598,622)
Sep-20	36,108,333	36,946,471	37,196,975	1,088,642	(302,035)	(120,813,977)
Oct-20	36,108,333	36,946,471	37,196,975	1,088,642	(300,068)	(120,027,370)
Nov-20	36,108,333	36,946,471	37,196,975	1,088,642	(298,097)	(119,238,797)
Dec-20	36,108,333	36,946,471	37,196,975	1,088,642	(296,121)	(118,448,252)

<u>Period</u>	<u>Original Agreement Rent/Base Rent (w/ minimum Escalator)</u>	<u>Rent Allocation</u>	<u>467 Rent</u>	<u>467 Rent Adjustment</u>	<u>467 Interest</u>	<u>467 Loan Balance Beginning of Period</u>
Jan-21	36,108,333	36,946,471	37,196,975	1,088,642	(294,139)	(117,655,731)
Feb-21	36,108,333	36,946,471	37,196,975	1,088,642	(292,153)	(116,861,229)
Mar-21	36,108,333	36,946,471	37,196,975	1,088,642	(290,162)	(116,064,740)
Apr-21	36,108,333	36,946,471	37,196,975	1,088,642	(288,166)	(115,266,260)
May-21	36,108,333	36,946,471	37,196,975	1,088,642	(286,164)	(114,465,784)
Jun-21	36,108,333	36,946,471	37,196,975	1,088,642	(284,158)	(113,663,307)
Jul-21	36,108,333	36,946,471	37,196,975	1,088,642	(282,147)	(112,858,823)
Aug-21	36,108,333	36,946,471	37,196,975	1,088,642	(280,131)	(112,052,328)
Sep-21	36,108,333	36,946,471	37,196,975	1,088,642	(278,110)	(111,243,817)
Oct-21	36,108,333	36,946,471	37,196,975	1,088,642	(276,083)	(110,433,285)
Nov-21	36,108,333	36,946,471	37,196,975	1,088,642	(274,052)	(109,620,727)
Dec-21	36,108,333	36,946,471	37,196,975	1,088,642	(272,015)	(108,806,137)
Jan-22	36,108,333	36,946,471	37,196,975	1,088,642	(269,974)	(107,989,510)
Feb-22	36,108,333	36,946,471	37,196,975	1,088,642	(267,927)	(107,170,842)
Mar-22	36,108,333	36,946,471	37,196,975	1,088,642	(265,875)	(106,350,128)
Apr-22	36,108,333	36,946,471	37,196,975	1,088,642	(263,818)	(105,527,361)
May-22	36,108,333	36,946,471	37,196,975	1,088,642	(261,756)	(104,702,538)
Jun-22	36,108,333	36,946,471	37,196,975	1,088,642	(259,689)	(103,875,652)
Jul-22	36,108,333	36,946,471	37,196,975	1,088,642	(257,617)	(103,046,700)
Aug-22	36,108,333	36,946,471	37,196,975	1,088,642	(255,539)	(102,215,675)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Sep-22	36,108,333	36,946,471	37,196,975	1,088,642	(253,456)	(101,382,572)
Oct-22	36,830,500	36,946,471	37,196,975	366,475	(253,174)	(101,269,553)
Nov-22	36,830,500	36,946,471	37,196,975	366,475	(252,891)	(101,156,252)
Dec-22	36,830,500	36,946,471	37,196,975	366,475	(252,607)	(101,042,668)
Jan-23	36,830,500	36,946,471	37,196,975	366,475	(252,322)	(100,928,799)
Feb-23	36,830,500	36,946,471	37,196,975	366,475	(252,037)	(100,814,646)
Mar-23	36,830,500	36,946,471	37,196,975	366,475	(251,751)	(100,700,208)
Apr-23	36,830,500	36,946,471	37,196,975	366,475	(251,464)	(100,585,483)
May-23	36,830,500	36,946,471	37,196,975	366,475	(251,176)	(100,470,472)
Jun-23	36,830,500	36,946,471	37,196,975	366,475	(250,888)	(100,355,173)
Jul-23	36,830,500	36,946,471	37,196,975	366,475	(250,599)	(100,239,586)
Aug-23	36,830,500	36,946,471	37,196,975	366,475	(250,309)	(100,123,710)
Sep-23	36,830,500	36,946,471	37,196,975	366,475	(250,019)	(100,007,544)
Oct-23	37,567,110	36,946,471	37,196,975	(370,135)	(251,569)	(100,627,697)
Nov-23	37,567,110	36,946,471	37,196,975	(370,135)	(253,124)	(101,249,402)
Dec-23	37,567,110	36,946,471	37,196,975	(370,135)	(254,682)	(101,872,660)
Jan-24	37,567,110	36,946,471	37,196,975	(370,135)	(256,244)	(102,497,477)
Feb-24	37,567,110	36,946,471	37,196,975	(370,135)	(257,810)	(103,123,855)
Mar-24	37,567,110	36,946,471	37,196,975	(370,135)	(259,379)	(103,751,800)
Apr-24	37,567,110	36,946,471	37,196,975	(370,135)	(260,953)	(104,381,314)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
May-24	37,567,110	36,946,471	37,196,975	(370,135)	(262,531)	(105,012,402)
Jun-24	37,567,110	36,946,471	37,196,975	(370,135)	(264,113)	(105,645,068)
Jul-24	37,567,110	36,946,471	37,196,975	(370,135)	(265,698)	(106,279,316)
Aug-24	37,567,110	36,946,471	37,196,975	(370,135)	(267,288)	(106,915,149)
Sep-24	37,567,110	36,946,471	37,196,975	(370,135)	(268,881)	(107,552,572)
Oct-24	26,822,917	36,946,471	37,196,975	10,374,059	(243,618)	(97,447,395)
Nov-24	26,822,917	36,946,471	37,196,975	10,374,059	(218,292)	(87,316,954)
Dec-24	26,822,917	36,946,471	37,196,975	10,374,059	(192,903)	(77,161,188)
Jan-25	26,822,917	27,308,261	27,493,416	670,500	(167,450)	(66,980,033)
Feb-25	26,822,917	27,308,261	27,493,416	670,500	(166,192)	(66,476,983)
Mar-25	26,822,917	27,308,261	27,493,416	670,500	(164,932)	(65,972,676)
Apr-25	26,822,917	27,308,261	27,493,416	670,500	(163,668)	(65,467,107)
May-25	26,822,917	27,308,261	27,493,416	670,500	(162,401)	(64,960,275)
Jun-25	26,822,917	27,308,261	27,493,416	670,500	(161,130)	(64,452,176)
Jul-25	26,822,917	27,308,261	27,493,416	670,500	(159,857)	(63,942,807)
Aug-25	26,822,917	27,308,261	27,493,416	670,500	(158,580)	(63,432,164)
Sep-25	26,822,917	27,308,261	27,493,416	670,500	(157,301)	(62,920,245)
Oct-25	27,359,375	27,308,261	27,493,416	134,042	(157,359)	(62,943,504)
Nov-25	27,359,375	27,308,261	27,493,416	134,042	(157,417)	(62,966,821)
Dec-25	27,359,375	27,308,261	27,493,416	134,042	(157,475)	(62,990,196)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jan-26	27,359,375	27,308,261	27,493,416	134,042	(157,534)	(63,013,630)
Feb-26	27,359,375	27,308,261	27,493,416	134,042	(157,593)	(63,037,123)
Mar-26	27,359,375	27,308,261	27,493,416	134,042	(157,652)	(63,060,674)
Apr-26	27,359,375	27,308,261	27,493,416	134,042	(157,711)	(63,084,284)
May-26	27,359,375	27,308,261	27,493,416	134,042	(157,770)	(63,107,954)
Jun-26	27,359,375	27,308,261	27,493,416	134,042	(157,829)	(63,131,682)
Jul-26	27,359,375	27,308,261	27,493,416	134,042	(157,889)	(63,155,470)
Aug-26	27,359,375	27,308,261	27,493,416	134,042	(157,948)	(63,179,317)
Sep-26	27,359,375	27,308,261	27,493,416	134,042	(158,008)	(63,203,224)
Oct-26	27,906,562	27,308,261	27,493,416	(413,146)	(159,436)	(63,774,378)
Nov-26	27,906,562	27,308,261	27,493,416	(413,146)	(160,867)	(64,346,960)
Dec-26	27,906,562	27,308,261	27,493,416	(413,146)	(162,302)	(64,920,973)
Jan-27	27,906,562	27,308,261	27,493,416	(413,146)	(163,741)	(65,496,421)
Feb-27	27,906,562	27,308,261	27,493,416	(413,146)	(165,183)	(66,073,308)
Mar-27	27,906,562	27,308,261	27,493,416	(413,146)	(166,629)	(66,651,638)
Apr-27	27,906,562	27,308,261	27,493,416	(413,146)	(168,079)	(67,231,413)
May-27	27,906,562	27,308,261	27,493,416	(413,146)	(169,532)	(67,812,637)
Jun-27	27,906,562	27,308,261	27,493,416	(413,146)	(170,988)	(68,395,315)
Jul-27	27,906,562	27,308,261	27,493,416	(413,146)	(172,449)	(68,979,449)
Aug-27	27,906,562	27,308,261	27,493,416	(413,146)	(173,913)	(69,565,044)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Sep-27	27,906,562	27,308,261	27,493,416	(413,146)	(175,380)	(70,152,102)
Oct-27	26,296,977	27,308,261	27,493,416	1,196,439	(172,828)	(69,131,043)
Nov-27	26,296,977	27,308,261	27,493,416	1,196,439	(170,269)	(68,107,432)
Dec-27	26,296,977	27,308,261	27,493,416	1,196,439	(167,703)	(67,081,261)
Jan-28	26,296,977	27,308,261	27,493,416	1,196,439	(165,131)	(66,052,524)
Feb-28	26,296,977	27,308,261	27,493,416	1,196,439	(162,553)	(65,021,216)
Mar-28	26,296,977	27,308,261	27,493,416	1,196,439	(159,968)	(63,987,330)
Apr-28	26,296,977	27,308,261	27,493,416	1,196,439	(157,377)	(62,950,859)
May-28	26,296,977	27,308,261	27,493,416	1,196,439	(154,779)	(61,911,797)
Jun-28	26,296,977	27,308,261	27,493,416	1,196,439	(152,175)	(60,870,137)
Jul-28	26,296,977	27,308,261	27,493,416	1,196,439	(149,565)	(59,825,873)
Aug-28	26,296,977	27,308,261	27,493,416	1,196,439	(146,947)	(58,778,998)
Sep-28	26,296,977	27,308,261	27,493,416	1,196,439	(144,324)	(57,729,506)
Oct-28	26,822,917	27,308,261	27,493,416	670,500	(143,008)	(57,203,330)
Nov-28	26,822,917	27,308,261	27,493,416	670,500	(141,690)	(56,675,839)
Dec-28	26,822,917	27,308,261	27,493,416	670,500	(140,368)	(56,147,028)
Jan-29	26,822,917	27,308,261	27,493,416	670,500	(139,042)	(55,616,896)
Feb-29	26,822,917	27,308,261	27,493,416	670,500	(137,714)	(55,085,439)
Mar-29	26,822,917	27,308,261	27,493,416	670,500	(136,382)	(54,552,652)
Apr-29	26,822,917	27,308,261	27,493,416	670,500	(135,046)	(54,018,534)

<u>Period</u>	<u>Original Agreement Rent/Base Rent (w/ minimum Escalator)</u>	<u>Rent Allocation</u>	<u>467 Rent</u>	<u>467 Rent Adjustment</u>	<u>467 Interest</u>	<u>467 Loan Balance Beginning of Period</u>
May-29	26,822,917	27,308,261	27,493,416	670,500	(133,708)	(53,483,081)
Jun-29	26,822,917	27,308,261	27,493,416	670,500	(132,366)	(52,946,288)
Jul-29	26,822,917	27,308,261	27,493,416	670,500	(131,020)	(52,408,154)
Aug-29	26,822,917	27,308,261	27,493,416	670,500	(129,672)	(51,868,675)
Sep-29	26,822,917	27,308,261	27,493,416	670,500	(128,320)	(51,327,847)
Oct-29	27,359,375	27,308,261	27,493,416	134,042	(128,305)	(51,322,125)
Nov-29	27,359,375	27,308,261	27,493,416	134,042	(128,291)	(51,316,389)
Dec-29	27,359,375	27,308,261	27,493,416	134,042	(128,277)	(51,310,638)
Jan-30	27,359,375	27,308,261	27,493,416	134,042	(128,262)	(51,304,873)
Feb-30	27,359,375	27,308,261	27,493,416	134,042	(128,248)	(51,299,094)
Mar-30	27,359,375	27,308,261	27,493,416	134,042	(128,233)	(51,293,300)
Apr-30	27,359,375	27,308,261	27,493,416	134,042	(128,219)	(51,287,492)
May-30	27,359,375	27,308,261	27,493,416	134,042	(128,204)	(51,281,669)
Jun-30	27,359,375	27,308,261	27,493,416	134,042	(128,190)	(51,275,832)
Jul-30	27,359,375	27,308,261	27,493,416	134,042	(128,175)	(51,269,980)
Aug-30	27,359,375	27,308,261	27,493,416	134,042	(128,160)	(51,264,113)
Sep-30	27,359,375	27,308,261	27,493,416	134,042	(128,146)	(51,258,232)
Oct-30	27,906,562	27,308,261	27,493,416	(413,146)	(129,499)	(51,799,524)
Nov-30	27,906,562	27,308,261	27,493,416	(413,146)	(130,855)	(52,342,168)
Dec-30	27,906,562	27,308,261	27,493,416	(413,146)	(132,215)	(52,886,170)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jan-31	27,906,562	27,308,261	27,493,416	(413,146)	(133,579)	(53,431,531)
Feb-31	27,906,562	27,308,261	27,493,416	(413,146)	(134,946)	(53,978,256)
Mar-31	27,906,562	27,308,261	27,493,416	(413,146)	(136,316)	(54,526,348)
Apr-31	27,906,562	27,308,261	27,493,416	(413,146)	(137,690)	(55,075,809)
May-31	27,906,562	27,308,261	27,493,416	(413,146)	(139,067)	(55,626,645)
Jun-31	27,906,562	27,308,261	27,493,416	(413,146)	(140,447)	(56,178,858)
Jul-31	27,906,562	27,308,261	27,493,416	(413,146)	(141,831)	(56,732,451)
Aug-31	27,906,562	27,308,261	27,493,416	(413,146)	(143,219)	(57,287,428)
Sep-31	27,906,562	27,308,261	27,493,416	(413,146)	(144,609)	(57,843,792)
Oct-31	28,464,694	27,308,261	27,493,416	(971,277)	(147,399)	(58,959,679)
Nov-31	28,464,694	27,308,261	27,493,416	(971,277)	(150,196)	(60,078,356)
Dec-31	28,464,694	27,308,261	27,493,416	(971,277)	(153,000)	(61,199,829)
Jan-32	28,464,694	32,127,366	32,345,196	3,880,502	(155,810)	(62,324,105)
Feb-32	28,464,694	32,127,366	32,345,196	3,880,502	(146,499)	(58,599,414)
Mar-32	28,464,694	32,127,366	32,345,196	3,880,502	(137,164)	(54,865,410)
Apr-32	28,464,694	32,127,366	32,345,196	3,880,502	(127,805)	(51,122,071)
May-32	28,464,694	32,127,366	32,345,196	3,880,502	(118,423)	(47,369,374)
Jun-32	28,464,694	32,127,366	32,345,196	3,880,502	(109,018)	(43,607,296)
Jul-32	28,464,694	32,127,366	32,345,196	3,880,502	(99,590)	(39,835,812)
Aug-32	28,464,694	32,127,366	32,345,196	3,880,502	(90,137)	(36,054,899)



<u>Period</u>	<u>Original Agreement Rent/Base Rent (w/ minimum Escalator)</u>	<u>Rent Allocation</u>	<u>467 Rent</u>	<u>467 Rent Adjustment</u>	<u>467 Interest</u>	<u>467 Loan Balance Beginning of Period</u>
Sep-32	28,464,694	32,127,366	32,345,196	3,880,502	(80,661)	(32,264,534)

(0)

SCHEDULE 5-A

PROPERTY-SPECIFIC RENT ALLOCATION

<u>Leased Property</u>	<u>Allocated Annual Initial Rent</u>
Horseshoe Bossier:	\$ 417,673.63
Horseshoe Southern Indiana:	\$ 3,221,235.00

SCHEDULE 6

LONDON CLUBS

Property	Address
Golden Nugget (01120)	22 Shaftesbury Avenue, London W1D 7EJ
Sportsman (01110)	Old Quebec Street, London W1H 7AF
The Playboy Club/10 Brick Street (01140)	14 Old Park Lane, London W1K 1ND
Leicester Square (01180)	5-6 Leicester Square, London WC2H 7NA
Southend (01210)	Eastern Esplanade, Southend on Sea, Essex SS1 2ZG
Brighton (01220)	Brighton Marina Village, Brighton, Sussex BN2 5UT
Manchester (01240)	The Great Northern, Watson Street, Manchester M3 4LP
Nottingham (01270)	108 Upper Parliament Street, Nottingham NG1 6LF
Glasgow (01250)	Springfield Quay, Paisley Road, Glasgow G5 8NP
Leeds (01280)	4 The Boulevard, Clarence Dock, Leeds LS10 1PZ

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SCHEDULE 7

PERMITTED PROPERTY SALES

On file with the Company.

**LEASE (JOLIET)**

**By and Between**

**HARRAH'S JOLIET LANDCO LLC**  
**(together with its permitted successors and assigns)**  
**as "Landlord"**

**and**

**DES PLAINES DEVELOPMENT LIMITED PARTNERSHIP**  
**(together with its permitted successors and assigns)**  
**as "Tenant"**

**dated**

**October 6, 2017**

**for**

**Harrah's Joliet – Joliet, Illinois**

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## LEASE (JOLIET)

THIS LEASE (JOLIET) (this "Lease") is entered into as of October 6, 2017, by and among HARRAH'S JOLIET LANDCO LLC (together with its successors and assigns, "Landlord"), and DES PLAINES DEVELOPMENT LIMITED PARTNERSHIP (together with its successors and assigns, "Tenant").

### RECITALS

A. Commencing on January 15, 2015 and continuing thereafter, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), jointly administered under Case No. 15-01145, and the Bankruptcy Court has confirmed the "Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code" (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the "Bankruptcy Plan").

B. Pursuant to the Bankruptcy Plan, on the date hereof the Debtors transferred the Leased Property to Landlord, and Landlord hereby leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, upon the terms set forth in this Lease.

C. Immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC.

D. Capitalized terms used in this Lease and not otherwise defined herein are defined in Article II hereof.

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

### ARTICLE I

#### DEMISE; TERM

**1.1 Leased Property.** Upon and subject to the terms and conditions hereinafter set forth, Landlord demises and leases to Tenant and Tenant accepts and leases from Landlord all of Landlord's rights and interest in and to the following (collectively, the "Leased Property"):

(a) the real property described in Exhibit B attached hereto, together with any ownership interests in adjoining roadways, alleyways, strips, gores and the like appurtenant thereto (collectively, the "Land");

(b) the Ground Leases (as defined below), together with the leasehold estates in the Ground Leased Property (as defined below), as to which this Lease will constitute a sublease;

(c) all buildings, structures, Fixtures and improvements of every kind now or hereafter located on the Land or the improvements located thereon or permanently affixed to the Land or the improvements located thereon, including, but not limited to, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines appurtenant to such buildings and structures (collectively, the “Leased Improvements”), provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein; and

(d) all easements, development rights and other rights appurtenant to the Land or the Leased Improvements.

The Leased Property is leased subject to all covenants, conditions, restrictions, easements and other matters of any nature affecting the Leased Property or any portion thereof as of the Commencement Date and such subsequent covenants, conditions, restrictions, easements and other matters as may hereafter arise in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Landlord and Tenant, whether or not of record, including any matters which would be disclosed by an inspection or accurate survey of the Leased Property or any portion thereof.

To the extent Landlord’s ownership of any Leased Property or any portion thereof (including any improvement (including any Capital Improvement) or other property) that does not constitute “real property” within the meaning of Treasury Regulation Section 1.856-3(d), which would otherwise be owned by Landlord and leased to Tenant pursuant to this Lease, could cause Landlord REIT to fail to qualify as a “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto), then a portion of Landlord REIT’s (or its subsidiary’s) direct ownership interest in Landlord shall automatically instead be owned by Propco TRS LLC, a Delaware limited liability company, which is a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT (the “Propco TRS”), to the extent necessary such that Landlord’s ownership of such Leased Property does not cause Landlord REIT to fail to qualify as a real estate investment trust, provided, there shall be no adjustment in the Rent as a result of the foregoing.

**1.2 Single, Indivisible Lease.** This Lease constitutes one indivisible lease of the Leased Property and not separate leases governed by similar terms. The Leased Property constitutes one economic unit, and the Rent and all other provisions have been negotiated and agreed upon based on a demise of all of the Leased Property to Tenant as a single, composite, inseparable transaction and would have been substantially different had separate leases or a divisible lease been intended. Except as expressly provided in this Lease for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Lease apply equally and uniformly to all components of the Leased Property collectively as one unit. The Parties intend that the provisions of this Lease shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible lease of all of the Leased Property and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Lease under 11 U.S.C. Section 365, or any successor or replacement thereof or any analogous state law, this is one indivisible and non-severable lease and executory

contract dealing with one legal and economic unit and that this Lease must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Leased Property. The Parties may elect to amend this Lease from time to time to modify the boundaries of the Land, to exclude one or more components or portions thereof, and/or to include one or more additional components as part of the Leased Property, and any such future addition to the Leased Property shall not in any way change the indivisible and nonseverable nature of this Lease and all of the foregoing provisions shall continue to apply in full force. For the avoidance of doubt, the Parties acknowledge and agree that this Section 1.2 is not intended to and shall not be deemed to limit, vitiate or supersede anything contained in Section 41.17 hereof.

**1.3 Term.** The “Term” of this Lease shall commence on the Commencement Date and expire on the Expiration Date (i.e., the Term shall consist of the Initial Term plus all Renewal Terms, to the extent exercised as set forth in Section 1.4 below, subject to any earlier termination of the Term pursuant to the terms hereof). The initial stated term of this Lease (the “Initial Term”) shall commence on October 6, 2017 (the “Commencement Date”) and expire on October 31, 2032 (the “Initial Stated Expiration Date”). The “Stated Expiration Date” means the Initial Stated Expiration Date or the expiration date of the most recently exercised Renewal Term, as the case may be.

**1.4 Renewal Terms.** The Term of this Lease may be extended for four (4) separate “Renewal Terms” of five (5) years each if (a) at least twelve (12), but not more than eighteen (18), months prior to the then current Stated Expiration Date, Tenant (or, pursuant to Section 17.1(e), a Permitted Leasehold Mortgagee) delivers to Landlord a “Renewal Notice” stating that it is irrevocably exercising its right to extend this Lease for one (1) Renewal Term; and (b) no Tenant Event of Default shall have occurred and be continuing on the date Landlord receives the Renewal Notice or on the last day of the then current Term (other than a Tenant Event of Default that is in the process of being cured by a Permitted Leasehold Mortgagee in compliance in all respects with Section 17.1(d) and Section 17.1(e)). Subject to the provisions, terms and conditions of this Lease, upon Tenant’s timely delivery to Landlord of a Renewal Notice, the Term of this Lease shall be extended for the then applicable Renewal Term. During any such Renewal Term, except as specifically provided for herein, all of the provisions, terms and conditions of this Lease shall remain in full force and effect. After the last Renewal Term, Tenant shall have no further right to renew or extend the Term. If Tenant fails to validly and timely exercise any right to extend this Lease, then all subsequent rights to extend the Term shall terminate.

**1.5 Maximum Fixed Rent Term.** Notwithstanding anything herein to the contrary, the Term with respect to the Leased Property shall expire as of the end of the Renewal Term immediately prior to the Renewal Term that would cause the Term to extend beyond the expiration of the Maximum Fixed Rent Term (after taking into account Maximum Fixed Rent Term extensions, if any, pursuant to clause (c)(iv) of the definition of “Rent”), in which event the Leased Property shall revert to Landlord and all Tenant’s Property relating thereto (including any Gaming Licenses relating thereto) shall remain owned by Tenant.

## ARTICLE II

### DEFINITIONS

For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Article II have the meanings assigned to them in this Article and include the plural as well as the singular and any gender as the context requires; (ii) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; (iii) all references in this Lease to designated “Articles,” “Sections,” “Exhibits” and other subdivisions are to the designated Articles, Sections, Exhibits and other subdivisions of this Lease; (iv) the word “including” shall have the same meaning as the phrase “including, without limitation,” and other similar phrases; (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision; (vi) all Exhibits, Schedules and other attachments annexed to the body of this Lease are hereby deemed to be incorporated into and made an integral part of this Lease; (vii) all references to a range of Sections, paragraphs or other similar references, or to a range of dates or other range (e.g., indicated by “-” or “through”) shall be deemed inclusive of the entire range so referenced; (viii) for the calculation of any financial ratios or tests referenced in this Lease, this Lease, regardless of its treatment under GAAP, shall be deemed to be an operating lease and the Rent payable hereunder shall be treated as an operating expense and shall not constitute indebtedness or interest expense; and (ix) the fact that CEOC is sometimes named herein as “CEOC” is not intended to vitiate or supersede the fact that CEOC is included as one of the entities constituting Tenant.

“AAA”: As defined in the definition of Appointing Authority.

“Accepted MCI Financing Proposal”: As defined in Section 10.4(b).

“Accountant”: Either (i) a firm of independent public accountants designated by Tenant, CEOC or CEC, as applicable and reasonably acceptable to Landlord, or (ii) a “big four” accounting firm designated by Tenant.

“Accounts”: All Tenant’s accounts, including deposit accounts (but excluding any impound accounts established pursuant to Section 4.1 or any Fee Mortgage Reserve Accounts), all rents, profits, income, revenues or rights to payment or reimbursement derived from Tenant’s use of any space within the Leased Property or any portion thereof and/or from goods sold or leased or services rendered by Tenant from the Leased Property or any portion thereof (including, without limitation, from goods sold or leased or services rendered from the Leased Property or any portion thereof by any Subtenant or Affiliated property manager) and all Tenant’s accounts receivable derived from the use of the Leased Property or goods or services provided from the Leased Property, in each case whether or not evidenced by a contract, document, instrument or chattel paper and whether or not earned by performance, including without limitation, the right to payment of management fees and all proceeds of the foregoing.

“Acquirer”: As defined in Article XVIII.

“Additional Charges”: All Impositions and all other amounts, liabilities and obligations (excluding Rent) which Tenant assumes or agrees or is obligated to pay under this Lease and, in the event of any failure on the part of Tenant to pay any of those items, every fine, penalty, interest and cost which may be added for non-payment or late payment of such items pursuant to the terms hereof or under applicable law.

“Additional Fee Mortgagee Requirements”: As defined in Section 31.3.

“Additional Fee Mortgagee Requirements Period”: As defined in Section 31.3.

“Affected Facility”: The Leased Property, if a Rejected ROFR Property is located in the Restricted Area of the Leased Property.

“Affiliate”: When used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. In no event shall Tenant or any of its Affiliates be deemed to be an Affiliate of Landlord or any of Landlord’s Affiliates as a result of this Lease, the Other Leases, the MLSA, the Other MLSAs and/or as a result of any consolidation by Tenant or Landlord of the other such party or the other such party’s Affiliates with Tenant or Landlord (as applicable) for accounting purposes.

“All Property Tests”: Together, the Annual Minimum Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement A.

“Alteration”: Any construction, demolition, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature in, on or to the Leased Improvements that is not a Capital Improvement.

“Alteration Security”: As defined in Section 10.1.

“Alteration Threshold”: As defined in Section 10.1.

“Annual Minimum Cap Ex Amount”: An amount equal to One Hundred Million and No/100 Dollars (\$100,000,000.00), provided, however, that for purposes of calculating the Annual Minimum Cap Ex Amount, Capital Expenditures during the applicable Fiscal Year shall not include (a) Services Co Capital Expenditures in excess of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) nor (b) Capital Expenditures in respect of the London/Chester Properties in excess of Ten Million and No/100 Dollars (\$10,000,000.00). The Annual Minimum Cap Ex Amount shall be decreased from time to time (v) upon the execution of a Severance Lease in accordance with Section 18.2 of the Non-CPLV Lease; (w) upon any transfer or other conveyance of the Leased Property to an Acquirer that is not an Affiliate of Landlord in accordance with Section 18.1 hereof; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); (y) in connection with either (i) to the extent applicable to any Other Leases, any disposition of Other Leased Property by a landlord under the Other Leases in accordance with



Article XVIII of the Other Leases and the execution of a Severance Lease with respect to such removed Other Leased Property, or (ii) any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to the Acquirer (as defined in such Other Lease); and (z) with respect to the London/Chester Properties, upon the disposition of any Material London/Chester Property; with such decrease, in each case of clause (v), (w), (x), (y) or (z) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding the foregoing: (1) the sum of all decreases in the Annual Minimum Cap Ex Amount under clause (z) in respect of any dispositions of any London Clubs property shall not exceed Four Million and No/100 Dollars (\$4,000,000.00); (2) the sum of all decreases in the Annual Minimum Cap Ex Amount under clause (z) in respect of any dispositions of any Chester Property shall not exceed Six Million and No/100 Dollars (\$6,000,000.00); (3) in the event of a disposition (in one or a series of transactions) of all or substantially all of the London Clubs, the Annual Minimum Cap Ex Amount shall be decreased by an amount equal to Four Million and No/100 Dollars (\$4,000,000.00); and (4) in the event of a disposition (in one or a series of transactions) of all of the Chester Property (subject to exclusions for assets that in the aggregate are de minimis), the Annual Minimum Cap Ex Amount shall be decreased by an amount equal to Six Million and No/100 Dollars (\$6,000,000.00). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Annual Minimum Cap Ex Amount applicable to the Fiscal Years during which such Capital Expenditures or Other Capital Expenditures were incurred, and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Annual Minimum Cap Ex Amount.

“Annual Minimum Cap Ex Requirement”: As defined in Section 10.5(a)(i).

“Annual Minimum Per-Lease B&I Cap Ex Requirement”: As defined in Section 10.5(a)(ii).

“Appointing Authority”: Either (i) the Institute for Conflict Prevention and Resolution (also known as, and shall be defined herein as, the “CPR Institute”), unless it is unable to serve, in which case the Appointing Authority shall be (ii) the American Arbitration Association (“AAA”) under its Arbitrator Select Program for non-administered arbitrations or whatever AAA process is in effect at the time for the appointment of arbitrators in cases not administered by the AAA, unless it is unable to serve, in which case (iii) the Parties shall have the right to apply to any court of competent jurisdiction to appoint an Appointing Authority in accordance with the court’s power to appoint arbitrators. The CPR Institute and the AAA shall each be considered unable to serve if it no longer exists, or if it no longer provides neutral appointment services, or if it does not confirm (in form or substance) that it will serve as the Appointing Authority within thirty (30) days after receiving a written request to serve as the Appointing Authority, or if, despite agreeing to serve as the Appointing Authority, it does not confirm appointment within sixty (60) days after receiving such written request.

“Arbitration Provision”: Each of the following: the calculation of the Annual Minimum Cap Ex Amount; the determination of whether a Capital Improvement constitutes a

Material Capital Improvement; the determination of whether all or a portion of the Leased Property or Other Leased Property constitutes Material Leased Property; the determination of whether all or a portion of the London/Chester Properties constitutes Material London/Chester Property; the determination of whether the Minimum Facility Threshold is satisfied; the calculation of Net Revenue; the calculation of Rent (without limitation of the procedures set forth in Section 3.2); the calculation of the Triennial Allocated Minimum Cap Ex Amount B Floor; the calculation of the Triennial Allocated Minimum Cap Ex Amount A; the calculation of the Triennial Allocated Minimum Cap Ex Amount B; without limitation of the EBITDAR Calculation Procedures, any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation and the calculation of any amounts under Sections 10.1(a), 10.3, 10.5(a) and 10.5(b).

“Architect”: As defined in Section 10.2(b).

“Award”: All compensation, sums or anything of value awarded, paid or received from the applicable authority on a total or partial Taking or Condemnation, including any and all interest thereon.

“Base Net Revenue Amount”: One Hundred Seventy-Five Million Two Hundred Fifty-Two Thousand One Hundred Forty-One and No/100 Dollars (\$175,252,141.00), which amount Landlord and Tenant agree represents Net Revenue for the Fiscal Period immediately preceding the first (1st) Lease Year.

“Base Rent”: The Base Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Beginning CPI”: As defined in the definition of CPI Increase.

“Bookings”: Reservations, bookings and short-term arrangements with conventions, conferences, hotel guests, tours, vendors and other groups or individuals (it being understood that whether or not such arrangements or agreements are short-term or temporary shall be determined without regard to how long in advance such arrangements or agreements are entered into), in each case entered into in the ordinary course consistent with past practices.

“Business Day”: Each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other Lease.

“Cap Ex Reserve”: As defined in Section 10.5(b)(ii).

“Cap Ex Reserve Funds”: As defined in Section 10.5(b)(ii).

“Capital Expenditures”: The sum of (i) all expenditures actually paid by or on behalf of Tenant or CEOC, on a consolidated basis, to the extent capitalized in accordance with GAAP and in a manner consistent with Tenant’s or CEOC’s annual Financial Statements, plus (ii) all Services Co Capital Expenditures; provided that the foregoing shall exclude capitalized interest.

“Capital Improvement”: Any construction, restoration, alteration, addition, improvement, renovation or other physical changes or modifications of any nature (excluding maintenance, repair and replacement in the ordinary course) in, on, or to the Leased Improvements, including, without limitation, structural alterations, modifications or improvements of one or more additional structures annexed to any portion of the Leased Improvements or the expansion of existing Leased Improvements, in each case, to the extent that the costs of such activity are or would be capitalized in accordance with GAAP and in a manner consistent with Tenant’s or CEOC’s Financial Statements, and any demolition in connection therewith.

“Capital Lease Obligations”: With respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations have been or should be classified and accounted for as capital leases on a balance sheet of such person under GAAP (as in effect on the date hereof) and, for purposes hereof, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP (as in effect on the date hereof).

“Cash”: Cash and cash equivalents and all instruments evidencing the same or any right thereto and all proceeds thereof.

“Casualty Event”: Any loss, damage or destruction with respect to the Leased Property or any portion thereof.

“CEC”: Caesars Entertainment Corporation, a Delaware corporation.

“CEOC”: CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“Change of Control”: With respect to any party, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such party and its Subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act) or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such party or other Voting Stock into which such party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such party is an issuer, a borrower or other obligor, in each case representing outstanding

indebtedness in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such party), in any such event pursuant to a transaction in which any of such party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a party shall include any Parent Entity of such party; and (y) "Voting Stock" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person. Notwithstanding the foregoing: (A) the transfer of assets between or among a party's wholly owned subsidiaries and such party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such party's assets to, an Affiliate of such party (1) incorporated or organized solely for the purpose of reincorporating such party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a party if (1) such party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such party immediately prior to that transaction.

"Chester Property": Those certain casino, race track and land parcels located at and around 777 Harrah's Boulevard, Chester, Pennsylvania, and owned directly or indirectly by CEOC.

"Code": The Internal Revenue Code of 1986 and, to the extent applicable, the Treasury Regulations promulgated thereunder, each as amended from time to time.

"Commencement Date": As defined in Section 1.3.

“Condemnation”: The exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or private corporation or individual, having such power under Legal Requirements, either under threat of condemnation or while legal proceedings for condemnation are pending.

“Confidential Information”: In addition to information described in Section 41.22, any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“Control”: The possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“CPI”: The United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, or, if that index is not available at the time in question, then the index designated by such Department as the successor to such index, and if there is no index so designated, an index for an area in the United States that most closely corresponds to the entire United States, published by such Department, or if none, by any other instrumentality of the United States, all as reasonably determined by Landlord and Tenant.

“CPI Increase”: The greater of (a) zero and (b) a fraction, expressed as a decimal, determined as of each Escalator Adjustment Date, (x) the numerator of which shall be the difference between (i) the average CPI for the three (3) most recent calendar months (the “Prior Months”) ending prior to such Escalator Adjustment Date (for which the CPI has been published as of such Escalator Adjustment Date) and (ii) the average CPI for the three (3) corresponding calendar months occurring one (1) year prior to the Prior Months (such average CPI, the “Beginning CPI”), and (y) the denominator of which shall be the Beginning CPI.

“CPR Institute”: As defined in the definition of Appointing Authority.

“Dollars” and “\$”: The lawful money of the United States.

“EBITDA”: The same meaning as “EBITDAR” as defined herein but without giving effect to clause (xi) in the definition thereof.

“EBITDAR”: For any applicable twelve (12) month period, the consolidated net income or loss of a Person on a consolidated basis for such period, determined in accordance with GAAP, provided, however, that without duplication and in each case to the extent included

in calculating net income (calculated in accordance with GAAP): (i) income tax expense shall be excluded; (ii) interest expense shall be excluded; (iii) depreciation and amortization expense shall be excluded; (iv) amortization of intangible assets shall be excluded; (v) write-downs and reserves for non-recurring restructuring-related items (net of recoveries) shall be excluded; (vi) reorganization items shall be excluded; (vii) any impairment charges or asset write-offs, non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations, and non-cash charges for deferred tax asset valuation allowances, shall be excluded; (viii) any effect of a change in accounting principles or policies shall be excluded; (ix) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement shall be excluded; (x) any nonrecurring gains or losses (less all fees and expenses relating thereto) shall be excluded; (xi) rent expense shall be excluded; and (xii) the impact of any deferred proceeds resulting from failed sale accounting shall be excluded. In connection with any EBITDAR calculation made pursuant to this Lease or any determination or calculation made pursuant to this Lease for which EBITDAR is a necessary component of such determination or calculation, (i) promptly following request therefor, Tenant shall provide Landlord with all supporting documentation and backup information with respect thereto as may be reasonably requested by Landlord, (ii) such calculation shall be as reasonably agreed upon between Landlord and Tenant, and (iii) if Landlord and Tenant do not agree within twenty (20) days of either party seeking to commence discussions, the same may be determined by an Expert in accordance with and pursuant to the process set forth in Section 34.2 hereof (clauses (i) through (iii), collectively, the “EBITDAR Calculation Procedures”).

“EBITDAR Calculation Procedures”: As defined in the definition of EBITDAR.

“Eligible Account”: A separate and identifiable account from all other funds held by the holding institution that is either (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution or (b) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company acting in its fiduciary capacity that has a Moody’s rating of at least “Baa2” and which, in the case of a state chartered depository institution or trust company, is subject to regulations substantially similar to 12 C.F.R. §9.10(b), having in either case a combined capital and surplus of at least Fifty Million and No/100 Dollars (\$50,000,000.00) and subject to supervision or examination by federal and state authority. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other instrument.

“Eligible Institution”: Either (a) a depository institution or trust company insured by the Federal Deposit Insurance Corporation, the short-term unsecured debt obligations or commercial paper of which are rated at least “A-1+” by S&P and “P-1” by Moody’s in the case of accounts in which funds are held for thirty (30) days or less (or, in the case of Letters of Credit and accounts in which funds are held for more than thirty (30) days, the long-term unsecured debt obligations of which are rated at least “A+” by S&P and “Aa3” by Moody’s), or (b) Wells Fargo Bank, National Association, provided that the rating by S&P and Moody’s for the short term unsecured debt obligations or commercial paper and long term unsecured debt obligations of the same does not decrease below the ratings set forth in subclause (a) hereof.

“Embargoed Person”: Any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, The USA PATRIOT Act (including the anti-terrorism provisions thereof), the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder including those related to Specially Designated Nationals and Specially Designated Global Terrorists, with the result that the applicable transaction is prohibited by law or in violation of law.

“Environmental Costs”: As defined in Section 32.4.

“Environmental Laws”: Any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, orders, decrees or judgments, whether statutory or common law, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to the environment, public health and safety and industrial hygiene and relating to the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of any Hazardous Substance, including the Industrial Site Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and relevant provisions of the Occupational Safety and Health Act.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations, equity interests, voting interests or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Escalator”: The sum of (a) one plus (b) the greater of (i) two one-hundredths (0.02) and (ii) the CPI Increase.

“Escalator Adjustment Date”: The first day of each Lease Year, excluding the first Lease Year of the Initial Term and the first Lease Year of each Renewal Term.

“Estoppel Certificate”: As defined in Section 23.1(a).

“Exchange Act”: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Assets”: (i) Motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a lien on such assets or such rights can be perfected by filing a UCC-1), and commercial tort claims with a value of less than Fifteen Million and No/100 Dollars (\$15,000,000.00), (ii) pledges and security interests (1) prohibited by Legal Requirements (including Gaming Regulations) or contractual obligation (except to the extent such contractual obligation was entered into with the intent to vitiate the rights of Landlord hereunder, and provided that Tenant shall use good faith efforts, in its commercially reasonable business judgment, to avoid agreeing to contractual obligations that

prohibit pledging of assets that otherwise would constitute Tenant's Pledged Property) in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code or (2) which would require governmental (including Gaming Authority) consent, approval, license or authorization to be pledged (to the extent such consent, approval, license or authorization has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, approval, license or authorization, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent, approval, license or authorization), in each case, except to the extent such requirement is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (iii) those assets as to which Landlord and Tenant reasonably agree in writing that the costs or other consequence of obtaining or perfecting such a security interest or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than Tenant, CEC or any of their Affiliates) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (v) any governmental licenses (including gaming licenses) or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby or require the consent of any governmental authority (to the extent such consent has not been obtained, it being understood that Tenant shall use commercially reasonable efforts to obtain such consent, but only to the extent such efforts are reasonably expected to have a reasonable likelihood of resulting in obtaining such consent) in each case, except to the extent such prohibition or restriction is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (vi) pending United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office, (vii) any Equity Interests, (viii) other customary exclusions separately agreed in writing between Landlord and Tenant, (ix) any segregated accounts or funds, or any portion thereof, received by Tenant as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Tenant to collect and remit those funds to such third parties, (x) any equipment or other asset that is subject to a purchase money debt arrangement, slot financing arrangement or a personal property lease obligation, if the contract or other agreement providing for such purchase money debt arrangement, slot financing arrangement or personal property lease obligation prohibits or requires the consent of any Person (other than Tenant, CEC or any of their respective Affiliates) as a condition to the creation of any other security interest on such equipment or asset and, in each case, to the extent such purchase money debt arrangement, slot financing arrangement or personal property lease obligation is permitted under Section 6.3 hereof, and (xi) proceeds and products of Tenant's Pledged Property that do not independently qualify as Tenant's Pledged Property; provided, that Tenant may in its sole discretion elect to exclude any property from the definition of Excluded Assets.

"Existing Fee Financing": Collectively, (i) that certain loan in the aggregate principal amount of approximately \$1,638,400,000 from the lenders party to that certain First Lien Credit Agreement, dated as of the date hereof, among Propco 1, as Borrower, the Lenders (as defined therein) party thereto from time to time and Wilmington Trust, National Association, as Administrative Agent for the Lenders; (ii) those certain First-Priority Senior Secured Floating Rate Notes due 2022 issued pursuant to the Indenture, dated as of the date hereof, among Propco 1 and VICI FC Inc., as issuers, the subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee; and (iii) those certain 8.00% Second Priority Senior Secured Notes due 2023 issued pursuant to the Second Lien Indenture, dated as of the date hereof, among Propco 1 and VICI FC Inc., as issuers, the subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee.

"Existing Fee Mortgage": The Fee Mortgages as in effect on the Commencement Date (if any), together with any amendments, modifications, and/or supplements thereto after the Commencement Date.



“Expert”: An independent third party professional, with expertise in respect of a matter at issue, appointed by the agreement of Landlord and Tenant or otherwise in accordance with Article XXXIV hereof.

“Expert Valuation Notice”: As defined in Section 34.1.

“Expiration Date”: The Stated Expiration Date, or such earlier date as this Lease is terminated pursuant to its terms.

“Extraordinary Items”: Gains or losses related to events and transactions that both: (a) possess a high degree of abnormality and are of a type clearly unrelated to, or only incidentally related to, the ordinary and typical activities of the applicable entity, taking into account the environment in which such entity operates; and (b) are of a type that would not reasonably be expected to recur in the foreseeable future, taking into account the environment in which the applicable entity operates.

“Facility”: Collectively, (a) the assets comprising (i) a part of the Leased Property as listed on Exhibit A attached hereto, including the respective Leased Improvements, easements, development rights, and other tangible rights (if any) forming a part thereof or appurtenant thereto, including any and all Capital Improvements (including any Tenant Material Capital Improvements), and (ii) all of Tenant’s Property, and (b) the business operated by Tenant on or about the Leased Property or Tenant’s Property or any portion thereof or in connection therewith.

“Fair Market Ownership Value”: The fair market purchase price of the Leased Property, Facility or any applicable part thereof, as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash on arm’s-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), taking into account the provisions of Section 34.1(f) if applicable, and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party) and subject to the further factors, as applicable, that are set forth in the definition of “Fair Market Rental Value” herein below as applicable, either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease.

“Fair Market Base Rental Value”: The Fair Market Rental Value, as determined with respect to Base Rent only (and not Variable Rent nor Additional Charges), assuming and taking into account that Variable Rent and Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Base Rental Value shall be paid.

“Fair Market Property Value”: The fair market purchase price of the applicable personal property (including, solely in the case of a valuation pursuant to Section 36.3 hereof, rights to or under applicable Intellectual Property), as the context requires, as of the estimated transfer date, in its then-condition, that a willing purchaser would pay to a willing seller for Cash

on arm's-length terms (assuming (1) neither such purchaser nor seller is under any compulsion to sell or purchase and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus and (2) neither party is paying any broker a commission in connection with the transaction), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Tenant and either Landlord or Successor Tenant (as applicable), or (ii) if not agreed upon in accordance with clause (i) above, as determined in accordance with the procedure specified in Section 34.1.

**"Fair Market Rental Value":** The annual fixed fair market rental value for the Leased Property or any applicable part thereof (excluding Tenant Material Capital Improvements), as the context requires, as of the date of commencement of the Renewal Term for which the Fair Market Rental Value is being determined, in its then-condition, that a willing tenant would pay to a willing landlord on arm's length terms (assuming (1) neither such tenant nor landlord is under any compulsion to lease and that both have reasonable knowledge of all relevant facts, are acting prudently and knowledgeably in a competitive and open market, and assuming price is not affected by undue stimulus, (2) such lease contained terms and conditions identical to the terms and conditions of this Lease, other than with respect to the length of term and payment of Rent, (3) neither party is paying any broker a commission in connection with the transaction, and (4) that the tenant thereunder will pay such Fair Market Rental Value for the entire term of such demise (*i.e.*, no early termination)), taking into account the provisions of Section 34.1(g), and otherwise taking all then-relevant factors into account (whether favorable to one, both or neither Party), either (i) as agreed in writing by Landlord and Tenant, or (ii) as determined in accordance with the procedure specified in Section 34.1 of this Lease. In all cases, for purposes of determining the Fair Market Ownership Value or the Fair Market Rental Value, as the case may be, (A) the Leased Property to be valued pursuant hereto (as improved by all then existing Leased Improvements, and all Capital Improvements thereto, but excluding any Tenant Material Capital Improvements), shall be valued as (or as part of) a fully-permitted Facility operated in accordance with the provisions of this Lease for the Primary Intended Use, free and clear of any lien or encumbrance evidencing a debt (including any Permitted Leasehold Indebtedness) or judgment (including any mortgage, security interest, tax lien, or judgment lien) (provided, however, for purposes of determining Fair Market Ownership Value of any applicable Tenant Material Capital Improvements pursuant to Section 10.4(e), the same shall be valued on the basis of the then-applicable status of any applicable permits, free and clear of only such liens and encumbrances that will be removed if and when conveyed to Landlord pursuant to said Section 10.4(e)), (B) in determining the Fair Market Ownership Value or Fair Market Rental Value with respect to damaged or destroyed Leased Property, such value shall be determined as if such Leased Property had not been so damaged or destroyed (unless otherwise expressly provided herein), except that such value with respect to damaged or destroyed Tenant Material Capital Improvements shall only be determined as if such Tenant Material Capital Improvements had been restored if and to the extent Tenant is required to repair, restore or replace such Tenant Material Capital Improvements under this Lease (provided, however, for purposes of determining Fair Market Ownership Value pursuant to Section 10.4(e), the same shall be valued taking into account any then-existing damage), and (C) the price shall represent the normal consideration for the property sold (or leased) unaffected by sales (or leasing) concessions granted by anyone associated with the transaction. In addition, the following specific matters shall be factored in or out, as appropriate, in determining Fair Market Ownership Value or Fair

Market Rental Value as the case may be: (i) the negative value of (x) any deferred maintenance or other items of repair or replacement of the Leased Property to the extent arising from breach or failure of Tenant to perform or observe its obligations hereunder, (y) any then current or prior Gaming or other licensure violations by Tenant, Guarantor or any of their Affiliates, and (z) any breach or failure of Tenant to perform or observe its obligations hereunder (in each case with respect to the foregoing clauses (x), (y) and (z), without giving effect to any applicable cure periods hereunder), shall, in each case, when determining Fair Market Ownership Value or Fair Market Rental Value, as the case may be, not be taken into account; rather, the Leased Property and every part thereof shall be deemed to be in the condition required by this Lease and Tenant shall at all times be deemed to have operated the Facility in compliance with and to have performed all obligations of Tenant under this Lease (provided, however, for purposes of determining Fair Market Ownership Value under Section 10.4(e), the negative value of the items described in clauses (x), (y) and (z) shall be taken into account); and (ii) in the case of a determination of Fair Market Rental Value, such determination shall be without reference to any savings Landlord may realize as a result of any extension of the Term of this Lease, such as savings in free rent and tenant concessions, and without reference to any “start-up” costs a new tenant would incur were it to replace the existing Tenant for any Renewal Term or otherwise. The determination of Fair Market Rental Value shall be of Base Rent and Variable Rent (but not Additional Charges), and shall assume and take into account that Additional Charges shall continue to be paid hereunder during any period in which such Fair Market Rental Value shall be paid. For the avoidance of doubt, the annual Fair Market Rental Value shall be calculated and evaluated as a whole for the entire term in question, and may reflect increases in one or more years during the applicable term in question (i.e., the annual Fair Market Rental Value need not be identical for each year of the term in question).

“Fee Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Landlord’s interest in the Leased Property or any portion thereof (or an indirect interest therein, including without limitation, a lien on direct or indirect interests in Landlord) in accordance with the provisions of Article XXXI hereof.

“Fee Mortgage Documents”: With respect to each Fee Mortgage and Fee Mortgagee, the applicable Fee Mortgage, loan agreement, pledge agreement, debt agreement, credit agreement or indenture, lease, note, collateral assignment instruments, guarantees, indemnity agreements and other documents or instruments evidencing, securing or otherwise relating to the loan made, credit extended, or lease or other financing vehicle entered into pursuant thereto.

“Fee Mortgagee”: The holder(s) or lender(s) under any Fee Mortgage or the agent or trustee acting on behalf of any such holder(s) or lender(s).

“Fee Mortgage Reserve Account”: As defined in Section 31.3.

“FF&E”: Collectively, furnishings, fixtures, inventory, and equipment located in the guest rooms, hallways, lobbies, restaurants, lounges, meeting and banquet rooms, parking facilities, public areas or otherwise in any portion of the Facility, including (without limitation) all beds, chairs, bookcases, tables, carpeting, drapes, couches, luggage carts, luggage racks, bars,

bar fixtures, radios, television sets, intercom and paging equipment, electric and electronic equipment, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, stoves, ranges, refrigerators, laundry machines, tools, machinery, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, cabinets, lockers, shelving, dishwashers, garbage disposals, washer and dryers, gaming equipment and other casino equipment and all other hotel and casino resort equipment, supplies and other tangible property owned by Tenant, or in which Tenant has or shall have an interest, now or hereafter located at the Leased Property or used or held for use in connection with the present or future operation and occupancy of the Facility; provided, however, that FF&E shall not include items owned by subtenants that are neither Tenant nor Affiliates of Tenant, by guests or by other third parties.

“Financial Statements”: (i) For a Fiscal Year, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year and prepared in accordance with GAAP and audited by a “big four” or other nationally recognized accounting firm, and (ii) for a Fiscal Quarter, consolidated statements of a Person’s and its Reporting Subsidiaries’, if any, income, stockholders’ equity and comprehensive income and cash flows for such period and for the period from the beginning of the Fiscal Year to the end of such period and the related consolidated balance sheet as at the end of such period, together with the notes thereto, all in reasonable detail and setting forth in comparative form the corresponding figures for the corresponding period in the preceding Fiscal Year or Fiscal Quarter, as the case may be, and prepared in accordance with GAAP.

“First Variable Rent Period”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“First VRP Net Revenue Amount”: As defined in clause (b)(ii)(A)(x) of the definition of “Rent.”

“Fiscal Quarter”: With respect to any Person, for any date of determination, a fiscal quarter for each Fiscal Year of such Person. In the case of each of Tenant and CEC, “Fiscal Quarter” means each calendar quarter ending on March 31, June 30, September 30 and December 31, for each Fiscal Year of Tenant.

“Fiscal Period”: With respect to any Person, for any date of determination, the period of the four (4) most recently ended consecutive Fiscal Quarters of such Person for which Financial Statements are available.

“Fiscal Year”: The annual period commencing January 1 and terminating December 31 of each year.

“Fixtures”: All equipment, machinery, fixtures and other items of property, including all components thereof, that are now or hereafter located in or on, or used in connection with, and permanently affixed to or otherwise incorporated into the Leased Improvements or the Land.

“Foreclosure Purchaser”: As defined in Section 31.1.

“Foreclosure Successor Tenant”: Either (i) any assignee pursuant to Sections 22.2(i)(b) or (c), or (ii) any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee that enters into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“GAAP”: Generally accepted accounting principles in the United States consistently applied in the preparation of financial statements, as in effect from time to time.

“Gaming”: Casino, racetrack, racino, video lottery terminal or other gaming activities, including, but not limited to, the operation of slot machines, video lottery terminals, table games, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering).

“Gaming Authorities”: Any gaming regulatory body or any agency or governmental authority which has, or may at any time after the Commencement Date have, jurisdiction over the gaming activities at the Leased Property or any successor to such authority.

“Gaming Facility”: A facility at which there are operations of slot machines, video lottery terminals, blackjack, baccarat, keno operation, table games, any other mechanical or computerized gaming devices, pari-mutuel wagering or other applicable types of wagering (including, but not limited to, sports wagering), or which is otherwise operated for purposes of Gaming, and all related or ancillary real property.

“Gaming License”: Any license, qualification, registration, accreditation, permit, approval, finding of suitability or other authorization issued by a state or other governmental regulatory agency (including any Native American tribal gaming or governmental authority) or Gaming Authority to operate, carry on or conduct any gaming, gaming device, slot machine, video lottery terminal, table game, race book or sports pool on the Leased Property or any portion thereof, or to operate a casino at the Leased Property required by any Gaming Regulation, including each of the licenses, permits or other authorizations set forth on Schedule 1, and including those related to the Leased Property that may be added to this Lease after the Commencement Date.

“Gaming Regulation(s)”: Any and all laws, statutes, ordinances, rules, regulations, policies, orders, codes, decrees or judgments, and Gaming License conditions or restrictions, as amended from time to time, now or hereafter in effect or promulgated, pertaining to the operation, control, maintenance, alteration, modification or capital improvement of a Gaming Facility or the conduct of a person or entity holding a Gaming License, including, without limitation, any requirements imposed by a regulatory agency, commission, board or other governmental body pursuant to the jurisdiction and authority granted to it under applicable law, and all other rules, regulations, orders, ordinances and legal requirements of any Gaming Authority.

“Gaming Revenues”: As defined in the definition of “Net Revenue.”

“Government List”: (1) any list or annex to Presidential Executive Order 13224 issued on September 24, 2001 (“EO13224”), including any list of Persons who are determined to be subject to the provisions of EO13224 or any other similar prohibitions contained in the rules and regulations of OFAC (as defined below) or in any enabling legislation or other Presidential Executive Orders in respect thereof, (2) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (3) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (4) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America.

“Ground Leased Property”: The real property leased pursuant to the Ground Leases.

“Ground Leases”: Collectively, those certain leases with respect to real property that is a portion of the Leased Property, pursuant to which Landlord is a tenant and which leases are in existence as of the Commencement Date and listed on Schedule 2 hereto or, subject to Section 7.3, subsequently added to the Leased Property in accordance with the provisions of this Lease. Each of the Ground Leases is referred to individually herein as a “Ground Lease.”

“Ground Lessor”: As defined in Section 7.3.

“Guarantor”: CEC, together with its successors and permitted assigns, in its capacity as “Lease Guarantor” under the MLSA.

“Guarantor EOD Conditions”: Both (i) a Lease Foreclosure Transaction that complies with the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of this Lease shall have occurred, and (ii) Guarantor is not an Affiliate of Tenant.

“Guest Data”: Any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Tenant, Services Co, Manager or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Tenant, Services Co, Manager or any of their respective Affiliates from: (i) guests or customers of the Facility (for the avoidance of doubt, including Property Specific Guest Data); (ii) guests or customers of any Other Facility (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources and databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program (as defined in the MLSA)).

“Handling”: As defined in Section 32.4.

“Hazardous Substances”: Collectively, any petroleum, petroleum product or by product or any substance, material or waste regulated pursuant to any Environmental Law.

“Impositions”: Collectively, all taxes, including ad valorem, sales, use, single business, gross receipts, transaction privilege, rent or similar taxes; assessments, including assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date and whether or not to be completed within the Term; ground rents pursuant to Ground Leases (in effect as of the Commencement Date or otherwise entered into in accordance with this Lease); water, sewer and other utility levies and charges; excise tax levies; license, permit, inspection, authorization and similar fees; bonds and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character to the extent in respect of the Leased Property or any portion thereof and/or the Rent and Additional Charges (but not, for the avoidance of doubt, in respect of Landlord’s income (as specified in clause (a) below)) and all interest and penalties thereon attributable to any failure in payment by Tenant, which at any time prior to or during the Term may be assessed or imposed on or in respect of or be a lien upon (i) Landlord or Landlord’s interest in the Leased Property or any portion thereof, (ii) the Leased Property or any portion thereof or any rent therefrom or any estate, right, title or interest therein, or (iii) any occupancy, operation, use or possession of, or sales from or activity conducted on or in connection with the Leased Property or any portion thereof or the leasing or use of the Leased Property or any portion thereof; provided, however that nothing contained in this Lease shall be construed to require Tenant to pay (a) any tax, fee or other charge based on net income (whether denominated as a franchise or capital stock or other tax) imposed on Landlord or any other Person (except Tenant and its successors), (b) any transfer, or net revenue tax of Landlord or any other Person (except Tenant and its successors), (c) any tax imposed with respect to the sale, exchange or other disposition by Landlord of the Leased Property or any portion thereof or the proceeds thereof, (d) any principal or interest on or other amount in respect of any indebtedness on or secured by the Leased Property or any portion thereof for which Landlord (or any of its Affiliates) is the obligor, or (e) any principal or interest on or other amount in respect of any indebtedness of Landlord or its Affiliates that is not otherwise included as “Impositions” hereunder; provided, further, however, that Impositions shall include (and Tenant shall be required to pay in accordance with the provisions of this Lease) (x) any tax, assessment, tax levy or charge set forth in clause (a) or (b) of the preceding proviso that is levied, assessed or imposed in lieu of, or as a substitute for, any Imposition (and, without limitation, if at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new, non-income-based tax, assessment, levy (including, but not limited to, any city, state or federal levy), imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Leased Property, or any part thereof, and shall be imposed upon Landlord, then all such new taxes, assessments, levies, impositions or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term “Impositions” for the purposes hereof, to the extent that such Impositions would be payable if the Leased Property were the only property of Landlord subject to such Impositions, and Tenant

shall pay and discharge the same as herein provided in respect of the payment of Impositions), (y) any transfer taxes or other levy or assessment imposed by reason of any assignment of this Lease (other than an assignment of this Lease made by Landlord) or any interest therein subsequent to the execution and delivery hereof, or any transfer or Sublease or termination thereof and (z) any mortgage tax or mortgage recording tax imposed by reason of any Permitted Leasehold Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Tenant or its Affiliates (but not any mortgage tax or mortgage recording tax imposed by reason of a Fee Mortgage or any other instrument creating or evidencing a lien in respect of indebtedness of Landlord or its Affiliates).

“Incurable Default”: Collectively or individually, as the context may require, the defaults referred to in Sections 16.1(c), 16.1(d), 16.1(e), 16.1(h) (as to judgments against Guarantor only), 16.1(i), 16.1(n) and 16.1(r) and any other defaults not reasonably susceptible to being cured by a Permitted Leasehold Mortgagee or a subsequent owner of the Leasehold Estate through foreclosure thereof.

“Indenture”: That certain First-Priority Senior Secured Floating Rate Notes due 2022 Indenture dated October 6, 2017, among Propco 1, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Initial Stated Expiration Date”: As defined in Section 1.3.

“Initial Term”: As defined in Section 1.3.

“Insurance Requirements”: The terms of any insurance policy required by this Lease and all requirements of the issuer of any such policy and of any insurance board, association, organization or company necessary for the maintenance of any such policy.

“Intellectual Property” or “IP”: All rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“Trademarks”), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts, (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).



“Intercreditor Agreement”: An agreement to be entered into by and among any Permitted Leasehold Mortgagee that has been granted a lien on the Tenant’s Pledged Property, Tenant, Landlord and Fee Mortgagee, in substantially the same form as the Intercreditor Agreement (as defined in the Non-CPLV Lease) entered into on the Commencement Date in connection with the Non-CPLV Lease.

“Joliet Partner”: Des Plaines Development Holdings, LLC.

“Land”: As defined in clause (a) of the first sentence of Section 1.1.

“Landlord”: As defined in the preamble.

“Landlord Indemnified Parties”: As defined in Section 21.1(i).

“Landlord MCI Financing”: As defined in Section 10.4(b).

“Landlord REIT”: VICI Properties Inc., a Maryland corporation, the indirect parent of Landlord.

“Landlord Tax Returns”: As defined in Section 4.1(a).

“Landlord Work”: As defined in Section 10.5(e).

“Landlord’s Enforcement Condition”: Either (i) there are no Permitted Leasehold Mortgagees or (ii) Landlord has delivered to each Permitted Leasehold Mortgagee for which notice to Landlord has been properly provided pursuant to Section 17.1(b)(i) hereof, a copy of the applicable notice of default pursuant to Section 17.1(c) hereof and the Right to Terminate Notice pursuant to Section 17.1(d) hereof, and (solely for purposes of this clause (ii)) either of the following occurred:

(a) Either (1) no Permitted Leasehold Mortgagee has satisfied the requirements in Section 17.1(d) within the thirty (30) or ninety (90) day periods, as applicable, described therein, or (2) a Permitted Leasehold Mortgagee satisfied the requirements in Section 17.1(d) prior to the expiration of the applicable period, but did not cure a default that is required to be so cured by such Permitted Leasehold Mortgagee and such Permitted Leasehold Mortgagee discontinued efforts to cure the applicable default(s) thereby failing to satisfy the conditions for extending the termination date as provided in Section 17.1(e) or otherwise failed at any time to satisfy the conditions for extending the termination date as provided in Section 17.1(e)(i); or

(b) Both (1) this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default, and (2) no Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein.

“Landlord’s MCI Financing Proposal”: As defined in Section 10.4(a).

“Landlord Specific Ground Lease Requirements”: As defined in Section 7.3(a).

“Lease”: As defined in the preamble.

“Lease Assumption Agreement”: As defined in Section 22.2(i).

“Lease Foreclosure Transaction”: Either (i) an assignment pursuant to Section 22.2(i)(b) or (c), or (ii) entry by any Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee into a New Lease in compliance in all respects with Section 17.1(f) and all other applicable provisions of this Lease.

“Lease/MLSA Related Agreements”: Collectively, this Lease, the Other Leases, the MLSA, the Other MLSAs, the Transition Services Agreement, the Other Transition Services Agreement, the Intercreditor Agreement and the Other Intercreditor Agreement.

“Lease Year”: The first Lease Year of the Term shall be the period commencing on the Commencement Date and ending on the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs, and each subsequent Lease Year shall be each period of twelve (12) full calendar months after the last day of the prior Lease Year, except that the final Lease Year of the Term shall end on the Expiration Date.

“Leased Improvements”: As defined in clause (c) of the first sentence of Section 1.1.

“Leased Property”: As defined in Section 1.1. For the avoidance of doubt, the Leased Property includes all Alterations and Capital Improvements, provided, however, that the foregoing shall not affect or contradict the provisions of this Lease which specify that Tenant shall be entitled to certain rights with respect to or benefits of the Tenant Capital Improvements as expressly set forth herein. Notwithstanding the foregoing, provisions of this Lease that provide for certain benefits or rights to Tenant with respect to Tenant Material Capital Improvements, such as, by way of example only and not by way of limitation, the payment of the applicable insurance proceeds to Tenant due to a loss or damage of such Tenant Material Capital Improvements pursuant to Section 14.1, shall remain in effect notwithstanding the preceding sentence.

“Leased Property Tests”: Together, the Annual Minimum Per-Lease B&I Cap Ex Requirement and the Triennial Minimum Cap Ex Requirement B.

“Leasehold Estate”: As defined in Section 17.1(a).

“Legal Requirements”: All applicable federal, state, county, municipal and other governmental statutes, laws (including securities laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, whether now or hereafter enacted and in force, as applicable to any Person or to the Facility, including those (a) that affect either the Leased Property or any portion thereof and/or Tenant’s Property, all Capital Improvements and Alterations (including any Material Capital Improvements) or the construction, use or alteration thereof, or otherwise in any way affecting the business operated or conducted thereat, as the context requires, and (b) which may (i) require repairs, modifications or alterations in or to the Leased Property or any portion thereof and/or any of Tenant’s Property, (ii) without limitation of the preceding clause (i), require repairs, modifications or alterations in or to any portion of any Capital Improvements (including any Material Capital Improvements), (iii) in any way adversely affect the use and enjoyment of any of the foregoing, or (iv) regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Substance.

“Letter of Credit”: An irrevocable, unconditional, clean sight draft letter of credit reasonably acceptable to Landlord and Fee Mortgagee (as applicable) in favor of Landlord or, at Landlord’s direction, Fee Mortgagee and entitling Landlord or Fee Mortgagee (as applicable) to draw thereon based solely on a statement executed by an officer of Landlord or Fee Mortgagee (as applicable) stating that it has the right to draw thereon under this Lease in a location in the United States reasonably acceptable to Landlord or Fee Mortgagee (as applicable), issued by a domestic Eligible Institution or the U.S. agency or branch of a foreign Eligible Institution, and upon which letter of credit Landlord or Fee Mortgagee (as applicable) shall have the right to draw in full: (a) if Landlord or Fee Mortgagee (as applicable) has not received at least thirty (30) days prior to the date on which the then outstanding letter of credit is scheduled to expire, a notice from the issuing financial institution that it has renewed the applicable letter of credit; (b) thirty (30) days prior to the date of termination following receipt of notice from the issuing financial institution that the applicable letter of credit will be terminated; and (c) thirty (30) days after Landlord or Fee Mortgagee (as applicable) has given notice to Tenant that the financial institution issuing the applicable letter of credit ceases to either be an Eligible Institution or meet the rating requirement set forth above.

“Licensing Event”:

(a) With respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to either Tenant or Manager or any of their respective Affiliates (each, a “Tenant Party”) or to a Landlord Party (as defined below) or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Tenant Party with Landlord is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by Landlord or any of its Affiliates (each, a “Landlord Party”) under any Gaming Regulations or (B) violate any Gaming Regulations to which a Landlord Party is subject; or (ii) a Tenant Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Tenant Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered,

qualified or found suitable, fails to remain so, and solely for purposes of determining whether a Tenant Event of Default has occurred under Section 16.1(l), the same causes cessation of Gaming activity at a Continuous Operation Facility (as defined in the Non-CPLV Lease) and would reasonably be expected to have a material adverse effect on the Facility (taken as a whole with the Non-CPLV Facilities); and

(b) With respect to Landlord, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a Landlord Party or to a Tenant Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of a Landlord Party with Tenant is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other rights or entitlements held or required to be held by a Tenant Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Tenant Party is subject; or (ii) a Landlord Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Landlord Party does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so, and solely for purposes of determining whether a default has occurred under Section 41.13 hereunder, the same causes cessation of Gaming activity at a Continuous Operation Facility (as defined in the Non-CPLV Lease) and would reasonably be expected to have a material adverse effect on the Facility (taken as a whole with the Non-CPLV Facilities).

“Liquor Authority”: As defined in Section 41.13.

“Liquor Laws”: As defined in Section 41.13.

“London Clubs”: Those certain assets described on Schedule 6 attached hereto.

“London/Chester Properties”: Collectively, the London Clubs and the Chester Property.

“Manager”: Joliet Manager, LLC, a Delaware limited liability company, together with its successors and permitted assigns, in its capacity as “Manager” under the MLSA.

“Material Capital Improvement”: Any single or series of related Capital Improvements that would or does (i) have a total budgeted or actual cost (as reasonably evidenced to Landlord) (excluding land acquisition costs) in excess of Fifty Million and No/100 Dollars (\$50,000,000.00) and (ii) either (a) materially alter the Facility (*e.g.*, shoring, permanent framework reconfigurations), (b) expand the Facility (*i.e.*, construction of material additions to existing Leased Improvements) or (c) add improvements to undeveloped portion(s) of the Land.

“Material Leased Property”: Leased Property or Other Leased Property, or any portion thereof, having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material London/Chester Property”: All or any portion of the London/Chester Properties having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00).

“Material Sublease”: A Sublease (excluding a management agreement or similar agreement to operate but not occupy as a tenant a particular space at the Facility) under which

the rent and/or fees and other payments payable by the Subtenant (or manager) exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year (commencing on the first (1st) day of the second (2nd) Lease Year)) per month.

“Maximum Fixed Rent Term”: With respect to the Leased Property, the Maximum Fixed Rent Term as set forth on Schedule 3 attached hereto, as it may be extended in accordance with clause (c) of the definition of “Rent”.

“Minimum Cap Ex Amount”: The Annual Minimum Cap Ex Amount, the Triennial Minimum Cap Ex Amount A and/or the Triennial Minimum Cap Ex Amount B, as applicable.

“Minimum Cap Ex Reduction Amount”: In each instance in which any Material Leased Property is removed from this Lease or any Other Leases (as applicable), the landlord under the applicable Other Leases disposes of Other Leased Property and a third party Severance Lease is executed, Landlord disposes of all of the Leased Property and this Lease is assigned to a third party Acquirer, or Material London/Chester Property is disposed of, all as described in the definitions of Annual Minimum Cap Ex Amount, Triennial Minimum Cap Ex Amount A and Triennial Minimum Cap Ex Amount B (as applicable), the product of (i) the applicable Minimum Cap Ex Amount or Triennial Allocated Minimum Cap Ex Amount B Floor in effect immediately prior thereto, multiplied by (ii) a fraction, the numerator of which shall be equal to the portion of the EBITDAR of Tenant or the Other Tenants (as applicable) for the Trailing Test Period attributable to the Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable), and the denominator of which shall be equal to the aggregate EBITDAR of Tenant and Other Tenants for the Trailing Test Period attributable to all assets then included in the calculation of Capital Expenditures for purposes of the All Property Tests (with respect to the Annual Minimum Cap Ex Amount and the Triennial Minimum Cap Ex Amount A) or the Leased Property Tests (with respect to the Triennial Minimum Cap Ex Amount B and the Triennial Allocated Minimum Cap Ex Amount B Floor) (including, for this purpose, the Leased Property, Other Leased Property or London/Chester Properties (or portion of any thereof) (as applicable) being so removed or disposed of (as applicable)).

“Minimum Cap Ex Requirements”: The Annual Minimum Cap Ex Requirement, the Annual Minimum Per-Lease B&I Cap Ex Requirement, the Triennial Minimum Cap Ex Requirement A and the Triennial Minimum Cap Ex Requirement B, as applicable.

“Minimum Facility Threshold”: (i) Not less than two thousand five hundred (2,500) rooms, one hundred thousand (100,000) square feet of casino floor containing no less than one thousand three hundred (1,300) slot machines and one hundred (100) gaming tables, (ii) revenue of no less than Seventy-Five Million and No/100 Dollars (\$75,000,000.00) per year is derived from high limit VVIP and international gaming customers, (iii) extensive operated food and beverage outlets, and (iv) at least one (1) large entertainment venue; provided, however, that the foregoing clause (ii) may be satisfied if the Qualified Replacement Manager has managed a property that satisfies the requirements of such clause (ii) within the immediately preceding two (2) years.

“MLSA”: That certain Management and Lease Support Agreement (Joliet) dated of even date herewith by and among Guarantor, Manager, Affiliates of Manager, Tenant and Landlord, as amended, restated or otherwise modified from time to time.

“Net Revenue”: The net sum of the following, without duplication, over the applicable time period of measurement: (i) the amount received by Tenant (and its Subsidiaries) from patrons at the Facility for gaming, less, (A) to the extent otherwise included in the calculation of Net Revenue, refunds and free promotional play provided pursuant to a rewards, marketing, and/or frequent users program (including rewards granted by Affiliates of Tenant) and (B) amounts returned to patrons through winnings at the Facility (the net amount described in this clause (i), “Gaming Revenues”); plus (ii) the gross receipts of Tenant (and its Subsidiaries) for all goods and merchandise sold, room revenues derived from hotel operations, food and beverages sold, the charges for all services performed, or any other revenues generated by or otherwise payable to Tenant (and its Subsidiaries) (including, without limitation, use fees, retail and commercial rent, revenue from rooms, accommodations, food and beverage, and the proceeds of business interruption insurance) in, at or from the Facility for cash, credit or otherwise (without reserve or deduction for uncollected amounts), but excluding pass-through revenues collected by Tenant to the extent such amounts are remitted to the applicable third party entitled thereto (the net amounts described in this clause (ii), “Retail Sales”); less (iii) to the extent otherwise included in the calculation of Net Revenue, the retail value of accommodations, merchandise, food and beverage and other services furnished to guests of Tenant at the Facility without charge or at a reduced charge (and, with respect to a reduced charge, such reduction in Net Revenue shall be equal to the amount of the reduction of such charge otherwise included in Net Revenue) (the amounts described in this clause (iii), “Promotional Allowances”). Notwithstanding anything herein to the contrary, the following provisions shall apply with respect to the calculation of Net Revenue:

(a) For purposes of calculating adjustments to Variable Rent, the following provisions shall apply:

(1) Intentionally omitted.

(2) In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, thereafter, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease shall not be included in the calculation of Net Revenue for the applicable base year, provided, that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to substantially the same Ground Leased Property, then the Net Revenue attributable to such expired, cancelled or terminated Ground Lease shall once again be included in the calculation of Net Revenue for the applicable base year.

(3) If Tenant enters into a Sublease with a Subtenant that is not wholly-owned by Guarantor (such that, after entering into such Sublease rather than the Gaming Revenues, Retail Sales and Promotional Allowances generated by the space covered by such Sublease being included in the calculation of Tenant’s Net Revenue, instead the revenue from such Sublease would be governed by clause (b)(1) or (b)(2) below), then, thereafter, any Gaming

Revenues, Retail Sales and Promotional Allowances that would otherwise be included in the calculation of Net Revenue for the applicable base year with respect to the applicable subleased (or managed) space shall be excluded from the calculation of Net Revenue for the applicable base year, and the rent and/or fees and other consideration to be received by Tenant pursuant to such Sublease shall be substituted therefor.

(4) If Tenant assumes operation of space that in the applicable base year was operated under a Sublease with a Subtenant that was not wholly-owned by Guarantor, or if all of the direct or indirect ownership interests in a Person that was a Subtenant in the applicable base year are acquired by Guarantor (in either case, such that after entering into such Sublease revenue that would otherwise be included in Net Revenue for the applicable base year pursuant to clause (b)(1) or (b)(2) below is converted to revenue with respect to which Gaming Revenues, Retail Sales and Promotional Allowances are included in Net Revenue for the applicable base year), then, thereafter, the rent and/or fees and other consideration received by Tenant pursuant to such Sublease that would otherwise be included in the calculation of Net Revenue for the applicable base year shall be excluded from the calculation of Net Revenue for the applicable base year, and the Gaming Revenues, Retail Sales and Promotional Allowances to be received by Tenant pursuant to its operation of such space shall be substituted therefor.

(5) Notwithstanding the foregoing, the adjustments provided for in clauses (a)(3) and (a)(4) above shall not be implemented in the calculation of Net Revenue with respect to any transaction involving any space for which aggregate Gaming Revenues, Retail Sales and Promotional Allowances do not exceed Ten Million and No/100 Dollars (\$10,000,000.00) in each transaction and Fifteen Million and No/100 Dollars (\$15,000,000.00) in the aggregate per Lease Year.

(b) Amounts received pursuant to Subleases shall be included in Net Revenue as follows:

(1) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns less than fifty percent (50%) of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include the rent and/or fees and all other consideration received by Tenant pursuant to such Sublease.

(2) With respect to any Sublease from Tenant to a Subtenant in which Guarantor directly or indirectly owns fifty percent (50%) or more of the ownership interests, but less than all of the ownership interests, Net Revenue shall not include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant but shall include an amount equal to the greater of (x) the rent and/or fees and all other consideration actually received by Tenant for such Sublease from such Affiliate and (y) the rent and/or fees and other consideration that would be payable under such Sublease if at arms-length, market rates.

(3) With respect to any Sublease from Tenant to a Subtenant that is directly or indirectly wholly-owned by Guarantor, Net Revenue shall not include the rent and/or fees or any other consideration received by Tenant pursuant to such Sublease but shall include Gaming Revenues, Retail Sales or Promotional Allowances received by such Subtenant.

(c) For the avoidance of doubt, gaming taxes and casino operating expenses (such as salaries, income taxes, employment taxes, supplies, equipment, cost of goods and inventory, rent, office overhead, marketing and advertising and other general administrative costs) will not be deducted in arriving at Net Revenue.

(d) Net Revenue will be calculated on an accrual basis for purposes of this definition, as required under GAAP.

“New Lease”: As defined in Section 17.1(f).

“Non-Consented Lease Termination”: As defined in the MLSA.

“Non-Core Tenant Competitor”: A Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1st) day of each Lease Year, commencing with the second (2nd) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business.

“Non-CPLV Capital Expenditures”: The “Capital Expenditures” as defined in the Non-CPLV Lease, collectively or individually, as the context may require.

“Non-CPLV Facility” or “Non-CPLV Facilities”: A “Facility” or the “Facilities”, as applicable, as defined in the Non-CPLV Lease, collectively or individually, as the context may require.

“Non-CPLV Lease”: As defined in the definition of Other Leases.

“Non-CPLV Leased Property”: The “Leased Property” as defined in the Non-CPLV Lease, collectively or individually, as the context may require.

“Notice”: A notice given in accordance with Article XXXV.

“Notice of Termination”: As defined in Section 17.1(f).

“OFAC”: As defined in Article XXXIX.

“Omnibus Agreement”: That certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the Commencement Date, by and among Caesars Enterprise Services, LLC, CEOC, Caesars Entertainment Resort Properties LLC, Caesars Growth Properties Holding, LLC, Caesars License Company, LLC, and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time, subject to Section 20.16 of the MLSA.



“Other Capital Expenditures”: The “Capital Expenditures” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Facility”: A “Facility” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Intercreditor Agreement”: The “Intercreditor Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Material Capital Improvements”: The “Material Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Leases”: Collectively or individually, as the context may require, (i) that certain Lease (Non-CPLV), dated as of the date hereof, by and between various Affiliates of Landlord, as “Landlord,” and various Affiliates of Tenant, as “Tenant,” with respect to various other Gaming Facilities and other real property assets, as amended, restated or otherwise modified from time to time (the “Non-CPLV Lease”), and (ii) that certain Lease (CPLV), dated as of the date hereof, by and between CPLV Property Owner LLC, as “Landlord,” and Desert Palace LLC and CEOC, LLC, as “Tenant,” with respect to the Gaming Facility known as Caesar’s Palace, located in Las Vegas, Nevada, as amended, restated or otherwise modified from time to time (the “CPLV Lease”).

“Other Leased Property”: The “Leased Property” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other MLSAs”: Collectively or individually, as the context may require, (i) that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Affiliates of Tenant and an Affiliate of Landlord, as amended, restated or otherwise modified from time to time, and (ii) that certain Management and Lease Support Agreement (Non-CPLV) dated as of the date hereof, by and among Guarantor, Manager, Affiliates of Manager, Affiliates of Tenant and Affiliates of Landlord, as amended, restated or otherwise modified from time to time.

“Other Tenants”: The “Tenant” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Tenant Capital Improvements”: The “Tenant Capital Improvements” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Other Transition Services Agreement”: The “Transition Services Agreement” as defined in each of the Other Leases, collectively or individually, as the context may require.

“Overdue Rate”: On any date, a rate equal to five (5) percentage points above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

“Parent Entity”: With respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (a) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of

shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (b) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (c) is the controlling general partner or managing member of, or otherwise controls, such entity.

“Partial Taking”: As defined in Section 15.1(b).

“Party” and “Parties”: Landlord and/or Tenant, as the context requires.

“Patriot Act Offense”: Any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the USA Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

“Payment Date”: Any due date for the payment of the installments of Rent or Additional Charges payable under this Lease.

“Permitted Exception Documents”: (i) Property Documents (x) that are listed on Exhibit I attached hereto, or (y) that (a) Landlord entered into, as a party thereto, after the date hereof and (b) Tenant is required hereunder to comply with, and (ii) Specified Subleases (in each case of clauses (i)(x) and (ii), together with any renewals or modifications thereof made in accordance with the express terms thereof), but excluding Specified Subleases as to which the applicable Subtenant is CEOC, CEC, Manager or any of their respective Affiliates. For avoidance of doubt, the Permitted Exception Documents do not include any Ground Leases.

“Permitted Leasehold Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Tenant’s leasehold interest (or subleasehold interest) in the Leased Property subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis (or a lien on at least eighty percent (80%) of the direct or indirect Equity Interests in Tenant at any tier of ownership), granted to or for the benefit of a Permitted Leasehold Mortgagee as security for the indebtedness of Tenant or its Affiliates.

“Permitted Leasehold Mortgagee”: The lender or noteholder or any agent or trustee or similar representative on behalf of one or more lenders or noteholders or other investors in connection with indebtedness secured by a Permitted Leasehold Mortgage, in each case as and to the extent such Person has the power to act (subject to obtaining the requisite instructions) on behalf of all lenders, noteholders or investors with respect to such Permitted Leasehold Mortgage; provided such lender or noteholder or any agent or trustee or similar representative (but not necessarily the lenders, noteholders or other investors which it represents)

is a banking or other institution that in the ordinary course acts as a lender, agent or trustee or similar representative (in each case, on behalf of a group of lenders or noteholders) in respect of financings of similar size as the Tenant's Initial Financing; and provided, further, that, in all events, (i) no agent, trustee or similar representative shall be Tenant, CEO, CEC, Guarantor or Manager or any of their Affiliates, respectively (each, a "Prohibited Leasehold Agent"), and (ii) no (A) Prohibited Leasehold Agent, (excluding any Person that is a Prohibited Leasehold Agent as a result of its ownership of publicly-traded shares in any Person), or (B) entity that owns, directly or indirectly (but excluding any ownership of publicly-traded shares in CEC or any of its Affiliates), higher than the lesser of (1) ten percent (10%) of the Equity Interests in Tenant or (2) a Controlling legal or beneficial interest in Tenant, may collectively hold an amount of the indebtedness secured by a Permitted Leasehold Mortgage higher than the lesser of (x) twenty-five percent (25%) thereof and (y) the principal amount thereof required to satisfy the threshold for requisite consenting lenders to amend the terms of such indebtedness that affect all lenders thereunder.

"Permitted Leasehold Mortgagee Designee": An entity (other than a Prohibited Leasehold Agent) designated by a Permitted Leasehold Mortgagee and acting for the benefit of the Permitted Leasehold Mortgagee, or the lenders, noteholders or investors represented by the Permitted Leasehold Mortgagee.

"Person": Any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"Preceding Lease Year": As defined in clause (c)(i) of the definition of "Rent."

"Preliminary Studies": As defined in Section 10.4(a).

"Primary Intended Use": (i) Hotel and resort and related uses, (ii) gaming and/or pari-mutuel use, including, without limitation, horsetrack, dogtrack and other similarly gaming-related sporting uses, (iii) ancillary retail and/or entertainment use, (iv) such other uses required under any Legal Requirements (including those mandated by any applicable regulators), (v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing hotel, resort and gaming industry use, and/or (vii) such other use as shall be approved by Landlord from time to time in its reasonable discretion.

"Prime Rate": On any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (provided that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the comparable prime rate of another comparable nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

"Prior Months": As defined in the definition of CPI Increase.

“Prohibited Leasehold Agent”: As defined in the definition of Permitted Leasehold Mortgagee.

“Prohibited Persons”: As defined in Article XXXIX.

“Promotional Allowances”: As defined in the definition of “Net Revenue.”

“PropCo”: VICI Properties L.P., a Delaware limited partnership.

“PropCo 1”: VICI Properties 1 LLC, a Delaware limited liability company.

“Propco Opportunity Transaction”: As defined in the ROFR Agreement.

“Propco ROFR”: As defined in the ROFR Agreement.

“Propco TRS”: As defined in Section 1.1.

“Property Documents”: Reciprocal easement and/or operating agreements, easements, covenants, exceptions, conditions and restrictions in each case affecting the Leased Property or any portion thereof, but excluding, in any event, all Fee Mortgage Documents.

“Property Specific Guest Data”: Any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager, or their respective Affiliates, identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the Facility, including retail locations, restaurants, bars, casino and Gaming Facilities, spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, i.e., in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the Facility and that does not concern the Facility, and (iii) Guest Data that concerns Proprietary Information and Systems (as defined in the MLSA) and is not specific to the Facility.

“Property Specific IP”: All Intellectual Property that is both (i) specific to the Facility and (ii) currently or hereafter owned by CEOC or any of its Subsidiaries, including the Intellectual Property set forth on Exhibit H, attached hereto.

“Qualified Replacement Guarantor”: The Qualified Replacement Guarantor (as defined in the Non-CPLV Lease) that is serving in such capacity under the Non-CPLV Lease.

“Qualified Replacement Manager”: The Qualified Replacement Manager (as defined in the Non-CPLV Lease) that is serving in such capacity under the Non-CPLV Lease.

“Qualified Transferee”: The Qualified Transferee (as defined in the Non-CPLV Lease) that is serving in such capacity under the Non-CPLV Lease.

“Refinancing”: As defined in Section 13.10(a).

“Rejected ROFR Property”: Any ROFR Property located outside of Las Vegas, Nevada, that was the subject of a Propco Opportunity Transaction pursuant to the ROFR Agreement and with respect to which (a) either (i) Propco waived (or was deemed to have waived) the Propco ROFR, or (ii) Propco exercised the Propco ROFR but a ROFR Lease with respect to such ROFR Property was not executed following the conclusion of the procedures set forth in Section 3(e) of the ROFR Agreement, and (b) an Affiliate of CEC subsequently consummated the Propco Opportunity Transaction without Propco’s (or its Affiliates’) involvement.

“Renewal Notice”: As defined in Section 1.4.

“Renewal Term”: As defined in Section 1.4.

“Renewal Term Decrease”: As defined in clause (c)(ii)(B) of the definition of “Rent.”

“Renewal Term Increase”: As defined in clause (c)(ii)(A) of the definition of “Rent.”

“Rent”: An annual amount payable as provided in Article III, calculated as follows:

(a) For the first seven (7) Lease Years, Rent shall be equal to Thirty Nine Million Six Hundred Twenty-Five Thousand and No/100 Dollars (\$39,625,000.00) per Lease Year, as adjusted annually as set forth in the following sentence. On each Escalator Adjustment Date during the sixth (6<sup>th</sup>) through and including the seventh (7<sup>th</sup>) Lease Years, the Rent payable for such Lease Year shall be adjusted to be equal to the Rent payable for the immediately preceding Lease Year, multiplied by the Escalator. For purposes of clarification, there shall be no Variable Rent (defined below) payable during the first seven (7) Lease Years.

(b) From and after the commencement of the eighth (8<sup>th</sup>) Lease Year, until the Initial Stated Expiration Date, annual Rent shall be comprised of both a base rent component (“Base Rent”) and a variable rent component (“Variable Rent”), each such component of Rent calculated as provided below:

(i) Base Rent shall equal (w) for the eighth (8<sup>th</sup>) Lease Year, the product of seventy percent (70%) of Rent in effect as of the last day of the seventh (7<sup>th</sup>) Lease Year, multiplied by the Escalator, (x) for the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) Lease Years, the Base Rent payable for the immediately preceding Lease Year, as applicable, multiplied by the Escalator in each case, (y) for the eleventh (11<sup>th</sup>) Lease Year, the product of eighty percent (80%) of Rent in effect as of the last day of the tenth (10<sup>th</sup>) Lease Year, multiplied by the Escalator, and (z) for each Lease Year from and after the commencement of the twelfth (12<sup>th</sup>) Lease Year until the Initial Stated Expiration Date, the Base Rent payable for the immediately preceding Lease Year, as applicable, multiplied by the Escalator in each case.

(ii) Variable Rent shall be calculated as further described in this clause (b)(ii). Throughout the Term, Variable Rent shall not be subject to the Escalator.

(A) For each Lease Year from and after commencement of the eighth (8th) Lease Year through and including the end of the tenth (10th) Lease Year (the "First Variable Rent Period"), Variable Rent shall be a fixed annual amount equal to thirty percent (30%) of the Rent for the seventh (7th) Lease Year (such amount, the "Variable Rent Base"), adjusted as follows (such resulting annual amount being referred to herein as "Year 8-10 Variable Rent"):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the seventh (7th) Lease Year (the "First VRP Net Revenue Amount") exceeds the Base Net Revenue Amount (any such excess, the "Year 8 Increase"), the Year 8-10 Variable Rent shall equal the Variable Rent Base increased by an amount equal to the product of (a) nineteen and one-half percent (19.5%) and (b) the Year 8 Increase; or

(y) in the event that the First VRP Net Revenue Amount is less than the Base Net Revenue Amount (any such difference, the "Year 8 Decrease"), the Year 8-10 Variable Rent shall equal the Variable Rent Base decreased by an amount equal to the product of (a) nineteen and one-half percent (19.5%) and (b) the Year 8 Decrease.

(B) For each Lease Year from and after the commencement of the eleventh (11th) Lease Year until the Initial Stated Expiration Date (the "Second Variable Rent Period"), Variable Rent shall be equal to a fixed annual amount equal to twenty percent (20%) of the Rent for the tenth (10th) Lease Year (such amount, the "Second Variable Rent Base"), adjusted as follows (such resulting annual amount being referred to herein as the "Year 11-15 Variable Rent"):

(x) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year exceeds the First VRP Net Revenue Amount (any such excess, the "Year 11 Increase"), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent increased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Increase; or

(y) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the tenth (10th) Lease Year

is less than the First VRP Net Revenue Amount (any such difference, the "Year 11 Decrease"), the Year 11-15 Variable Rent shall equal the Year 8-10 Variable Rent decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) the Year 11 Decrease.

(c) Rent for each Renewal Term shall be calculated as follows:

(i) Subject to clause (c)(iii) below, Base Rent for the first (1st) Lease Year of such Renewal Term shall be adjusted to be equal to the applicable annual Fair Market Base Rental Value; provided that (A) in no event will the Base Rent be less than the Base Rent in effect as of the last day of the Lease Year immediately preceding the commencement of such Renewal Term (such immediately preceding year, the respective "Preceding Lease Year"), (B) no such adjustment shall cause Base Rent to be increased by more than ten percent (10%) of the Base Rent in effect as of the last day of the Preceding Lease Year and (C) such Fair Market Base Rental Value shall be determined as provided in Section 34.1. On each Escalator Adjustment Date during such Renewal Term, the Base Rent payable for such Lease Year shall be equal to the Base Rent payable for the immediately preceding Lease Year, multiplied by the Escalator.

(ii) Subject to clause (c)(iii) below, Variable Rent for each Lease Year during such Renewal Term (for each Renewal Term, the "Renewal Term Variable Rent Period") shall be equal to the Variable Rent in effect as of the last day of the Preceding Lease Year, adjusted as follows:

(A) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year exceeds the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year, and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such excess, the respective "Renewal Term Increase"), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year increased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Increase; or

(B) in the event that the annual Net Revenue for the Fiscal Period ending immediately prior to the end of the Preceding Lease Year is less than the annual Net Revenue for the Fiscal Period ending immediately prior to the Lease Year five (5) years prior to the Preceding Lease Year (*i.e.*, (x) in respect of the first (1st) Renewal Term, the tenth (10th) Lease Year and (y) in respect of each subsequent Renewal Term, the Lease Year immediately preceding the first (1st) Lease Year of the immediately preceding Renewal Term) (any such difference, the respective "Renewal

Term Decrease”), the Variable Rent for such Renewal Term shall equal the Variable Rent in effect as of the last day of the Preceding Lease Year decreased by an amount equal to the product of (a) thirteen percent (13%) and (b) such Renewal Term Decrease.

(iii) Intentionally Omitted.

(iv) Prior to delivery of any Renewal Notice for any Renewal Term that would cause the Term through such Renewal Term to exceed the Maximum Fixed Rent Term for the Leased Property, if Tenant obtains an appraisal reasonably satisfactory to Landlord, prepared by an appraiser reasonably satisfactory to Landlord, which appraisal concludes that, based on the condition of the Leased Property at the time of such appraisal, the expected useful life of the Leased Property (measured from the Commencement Date) exceeds one hundred twenty-five percent (125%) of the Term through such Renewal Term, the Maximum Fixed Rent Term for the Leased Property shall be extended through the end of such Renewal Term and thereafter for the longest fixed rent term that would be supported by such appraisal.

Notwithstanding anything herein to the contrary, from and after the date on which any ROFR Property becomes a Rejected ROFR Property, solely for purposes of calculating Variable Rent in accordance herewith, if the Facility is an Affected Facility, then the Net Revenue associated with the Facility thereafter shall be subject to a floor equal to the Net Revenue for the Facility for the calendar year immediately prior to the later of (i) the year in which CEC or its Affiliate acquires or commences operating the Rejected ROFR Property and (ii) the year in which the Rejected ROFR Property first opens for business to the public.

Notwithstanding anything herein to the contrary, (i) but subject to clause (c)(iii) above and any reduction in Rent by the Rent Reduction Amount pursuant to and in accordance with the terms of this Lease, in no event shall annual Base Rent during any Lease Year after the seventh (7th) Lease Year be less than seventy percent (70%) of the Rent in the seventh (7th) Lease Year, and (ii) in no event shall the Variable Rent be less than Zero Dollars (\$0.00).

“Rent Reduction Amount”: (i) With respect to the Base Rent, a proportionate reduction of Base Rent, which proportionate amount shall be determined by comparing (1) the EBITDAR of the Leased Property for the Trailing Test Period versus (2) the EBITDAR of the Leased Property for the Trailing Test Period calculated to remove the EBITDAR attributable to the portion of the Leased Property affected by the Partial Taking or that is being removed from this Lease or otherwise excluded from the determination of Rent (as applicable) and (ii) with respect to Variable Rent, a proportionate reduction of Variable Rent calculated in the same manner as set forth with respect to Base Rent above. Following the application of the Rent Reduction Amount to the Rent hereunder, for purposes of calculating any applicable adjustments to Variable Rent based on increases or decreases in Net Revenue, such calculations of Net Revenue shall exclude Net Revenue attributable to the portion of the Leased Property affected by the Partial Taking or that was removed from this Lease or otherwise excluded from the determination of Rent (even if such portion of the Leased Property had not yet been affected by the Partial Taking nor removed from this Lease as of the applicable Lease Year for which Net Revenue is being measured).



“Replacement Guaranty”: A guaranty made by a Qualified Replacement Guarantor which shall contain provisions, terms and conditions similar in substance to the provisions, terms and conditions set forth in Article 17 of the MLSA and all such other portions of the MLSA that comprise the Lease Guaranty (as such term is defined in the MLSA).

“Replacement Management Agreement”: A management agreement with respect to the management of the Facility, between a Qualified Replacement Manager and a Qualified Transferee, that provides for the management of the Leased Property on terms and conditions not materially less favorable to Tenant (and the Leased Property), (i) with respect to a Qualified Replacement Manager that is an Affiliate of the Qualified Transferee, than as provided in the MLSA, or, (ii) with respect to a Qualified Replacement Manager that is not an Affiliate of the Qualified Transferee, than would be obtained in an arm’s-length management agreement with a third party, and, in all events the provisions, terms and conditions thereof shall not be intended to or designed to frustrate, vitiate or reduce the payment of Variable Rent or the other provisions of this Lease.

“Reporting Subsidiary”: Any entity required by GAAP to be consolidated for financial reporting purposes by a Person, regardless of ownership percentage.

“Representatives”: With respect to any Person, such Person’s officers, employees, directors, accountants, attorneys and other consultants, experts or agents of such Person, and actual or prospective arrangers, underwriters, investors or lenders with respect to indebtedness or Equity Interests that may be incurred or issued by such Person or such Person’s Affiliates (including any Additional Fee Mortgagee), to the extent that any of the foregoing actually receives non-public information hereunder. In addition, and without limitation of the foregoing, the term “Representatives” shall include, (a) in the case of Landlord, PropCo 1, PropCo, Landlord REIT and any Affiliate thereof, and (b) in the case of Tenant, CEOC, CEC and any Affiliate thereof.

“Required Capital Expenditures”: The applicable Capital Expenditures required to satisfy the Minimum Cap Ex Requirements.

“Restricted Area”: The geographical area that at any time during the Term is within a thirty (30) mile radius of the Leased Property.

“Retail Sales”: As defined in the definition of “Net Revenue.”

“Right to Terminate Notice”: As defined in Section 17.1(d).

“ROFR Agreement”: That certain Right of First Refusal Agreement, dated as of the date hereof, by and between CEC and Propco.

“ROFR Lease”: As defined in the ROFR Agreement.

“ROFR Property”: As defined in the ROFR Agreement.

“SEC”: The United States Securities and Exchange Commission.

“Second Lien Indenture”: That certain Second-Priority Senior Secured Notes due 2023 Indenture dated October 6, 2017, among PropCo 1, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Second Variable Rent Base”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Second Variable Rent Period”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“Section 34.2 Dispute”: As defined in Section 34.2.

“Securities Act”: The Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Services Co”: Caesars Enterprise Services LLC, or any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, Caesars Enterprise Services LLC on the date hereof.

“Services Co Capital Expenditures”: All capital expenditures incurred by Services Co to the extent capitalized in accordance with GAAP and allocated to Tenant by Services Co. Without Landlord’s consent, Tenant shall not permit any changes to be made to the allocation methodology by which Services Co Capital Expenditures are currently allocated to Tenant if such change could reasonably be expected to materially and adversely affect Landlord.

“Severance Lease”: As defined in the Other Leases (as applicable).

“Software”: As they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application, or other program, including all source code, object code, specifications, databases, designs and documentation related to such programs.

“Specified Sublease”: Any Sublease (i) affecting any portion of the Leased Property, and (ii) in effect on the Commencement Date. A list of all Specified Subleases is annexed as Schedule 4 hereto.

“Stated Expiration Date”: As defined in Section 1.3.

“Stub Period”: As defined in Section 10.5(a)(v).

“Stub Period Multiplier”: As defined in Section 10.5(a)(v).

“Sublease”: Any sublease, sub-sublease, license, management agreement to operate (but not occupy as a tenant) a particular space at the Facility, or other similar agreement in respect of use or occupancy of any portion of the Leased Property, but excluding Bookings.

“Subsidiary”: As to any Person, (i) any corporation more than fifty percent (50%) of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of

any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time of determination owned by such Person and/or one or more Subsidiaries of such Person, and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a fifty percent (50%) Equity Interest at the time of determination.

“Subtenant”: The tenant under any Sublease.

“Subtenant Subsidiary”: Any subsidiary of Tenant that is a Subtenant under a Sublease from Tenant.

“Successor Assets”: As defined in Section 36.1.

“Successor Assets FMV”: As defined in Section 36.1.

“Successor Tenant”: As defined in Section 36.1.

“System-wide IP”: All of the Intellectual Property (in each case, excluding Property Specific IP and Property Specific Guest Data) that (i) Services Co or any of its Subsidiaries currently license, contemplate to license or otherwise provide to facilitate the provision of services by or on behalf of Services Co or any of its Subsidiaries to any properties owned by CEOC or its Affiliates, (ii) Services Co or any of its Subsidiaries currently provide or contemplate to provide pursuant to, or is otherwise necessary for the performance of, any Property Management Agreement (as defined in the Omnibus Agreement), (iii) is necessary for the provision of Enterprise Services (as defined in the Omnibus Agreement) by Services Co, (iv) is generally used by CEOC, its Affiliates and their respective Subsidiaries for their respective properties, including any and all Intellectual Property comprising and/or related to the Total Rewards Program, or (v) is developed, created or acquired by or on behalf of Services Co or any of its Subsidiaries and is not a derivative work of any Intellectual Property licensed to Services Co.

“Taking”: Any taking of all or any part of the Leased Property and/or the Leasehold Estate or any part thereof, in or by Condemnation, including by reason of the temporary requisition of the use or occupancy of all or any part of the Leased Property by any governmental authority, civil or military.

“Tenant”: As defined in the preamble.

“Tenant Capital Improvement”: A Capital Improvement other than a Material Capital Improvement funded by Landlord pursuant to a Landlord MCI Financing. The term “Tenant Capital Improvement” shall not include Capital Improvements conveyed by Tenant to Landlord.

“Tenant Competitor”: As of any date of determination, any Person (other than Tenant and its Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; provided, that, (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a

Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 18.4(c), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate's acquiring ownership, or engaging in the ownership or operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement and CEC (or its Subsidiary, as applicable) did not accept such offer.

"Tenant Event of Default": As defined in Section 16.1.

"Tenant Material Capital Improvement": As defined in Section 10.4(e).

"Tenant Transferee Requirement": As defined in Section 22.2(i).

"Tenant's Initial Financing": As defined in the Other Leases.

"Tenant's MCI Intent Notice": As defined in Section 10.4(a).

"Tenant's Pledged Property": All now owned and hereafter acquired FF&E not otherwise part of the Leased Property and all other now owned and hereafter acquired personal property (including all gaming equipment), licenses, permits, subleases, concessions, and contracts, in each case, located at the Leased Property or primarily related to or used or held for use in connection with the operation of the business conducted on or about the Leased Property as then being operated (including all Property Specific IP and Property Specific Guest Data and Tenant's rights under System-wide IP, proprietary operating systems and customer data, including Guest Data) owned by or licensed or granted to Tenant and/or any Subsidiaries of Tenant, and any cash (including all cage cash) located on-site at the Facility but not any other cash, securities or investments; provided, that, Tenant's Pledged Property shall exclude all Excluded Assets, all products and proceeds of Tenant's Pledged Property, and, to the extent required by Gaming Regulations, any Gaming Licenses.

"Tenant's Property": All assets of Tenant and its Subsidiaries (other than the Leased Property and, for purposes of Article XXXVI only, any Intellectual Property that will not be transferred to a Successor Tenant under Article XXXVI) primarily related to or used in connection with the operation of the business conducted on or about the Leased Property or any portion thereof, together with all replacements, modifications, additions, alterations and substitutes therefor and including all goodwill and going concern value associated with Tenant's Property.

"Term": As defined in Section 1.3.

"Third-Party MCI Financing": As defined in Section 10.4(c).

"Trademarks": As defined in the definition of Intellectual Property.

“Trailing Test Period”: For any date of determination, the period of the four (4) most recently ended consecutive calendar quarters prior to such date of determination for which Financial Statements are available.

“Transition Period”: As defined in the MLSA.

“Transition Services Agreement”: That certain Transition of Management Services Agreement (Joliet), dated as of the date hereof, as amended, restated, supplemented or otherwise modified from time to time.

“Triennial Allocated Minimum Cap Ex Amount B Ceiling”: The difference of (a) the Triennial Minimum Cap Ex Amount B, minus (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (as defined in the CPLV Lease). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Ceiling.

“Triennial Allocated Minimum Cap Ex Amount B Floor”: An amount equal to Two Hundred Fifty-Five Million and No/100 Dollars (\$255,000,000.00), as reduced from time to time by the applicable Minimum Cap Ex Reduction Amount in the event that the Triennial Minimum Cap Ex Amount B is reduced by the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures constituting Material Capital Improvements shall be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor applicable to the Triennial Period during which such Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures constituting Material Capital Improvements shall not be credited toward the Triennial Allocated Minimum Cap Ex Amount B Floor.

“Triennial Minimum Cap Ex Amount A”: An amount equal to Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00), provided, however, that for purposes of calculating the Triennial Minimum Cap Ex Amount A, Capital Expenditures during the applicable Triennial Period shall not include (a) Services Co Capital Expenditures in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00) nor (b) Capital Expenditures in respect of the London/Chester Properties in excess of Thirty Million and No/100 Dollars (\$30,000,000.00). The Triennial Minimum Cap Ex Amount A shall be decreased from time to time (w) upon any transfer or other conveyance of the Leased Property to an Acquirer that is not an Affiliate of Landlord in accordance with Section 18.1 hereof; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); (y) in connection with either (i) to the extent applicable to any Other Leases, any disposition of Other Leased Property by a landlord under the Other Leases in accordance with Article XVIII of the Other Leases and the execution of a Severance Lease

with respect to such removed Other Leased Property, or (ii) any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to a third party Acquirer (as defined in such Other Lease), and (z) with respect to the London/Chester Properties, upon the disposition of any Material London/Chester Property; with such decrease, in each case of clause (w), (x), (y) or (z) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding the foregoing: (1) the sum of all decreases in the Triennial Minimum Cap Ex Amount A under clause (z) in respect of any dispositions of London Clubs property shall not exceed Twelve Million and No/100 Dollars (\$12,000,000.00); (2) the sum of all decreases in the Triennial Minimum Cap Ex Amount A under clause (z) in respect of any dispositions of any portion of the Chester Property shall not exceed Eighteen Million and No/100 Dollars (\$18,000,000.00); (3) in the event of a disposition (in one or a series of transactions) of all or substantially all of the London Clubs, the Triennial Minimum Cap Ex Amount A shall be decreased by an amount equal to Twelve Million and No/100 Dollars (\$12,000,000.00); and (4) in the event of a disposition (in one or a series of transactions) of all or substantially all of the Chester Property, the Triennial Minimum Cap Ex Amount A shall be decreased by an amount equal to Eighteen Million and No/100 Dollars (\$18,000,000.00). Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Triennial Minimum Cap Ex Amount A applicable to the Triennial Period during which such Capital Expenditures or Other Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Triennial Minimum Cap Ex Amount A.

“Triennial Minimum Cap Ex Amount B”: An amount equal to Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), provided, however, that for purposes of calculating the Triennial Minimum Cap Ex Amount B, Capital Expenditures during the applicable Triennial Period shall not include any of the following (without duplication): (a) Services Co Capital Expenditures, (b) Capital Expenditures by any subsidiaries of Tenant that are non-U.S. subsidiaries or are “unrestricted subsidiaries” as defined under Tenant’s debt documentation, (c) any Capital Expenditures of Tenant related to gaming equipment, (d) any Capital Expenditures of Tenant related to corporate shared services, nor (e) any Capital Expenditures with respect to properties that are not included in the Leased Property or Other Leased Property. The Triennial Minimum Cap Ex Amount B shall be decreased from time to time (w) upon any transfer or other conveyance of the Leased Property to an Acquirer that is not an Affiliate of Landlord in accordance with Section 18.1 hereof; (x) in the event of any partial termination of either this Lease or the Other Leases in connection with any Condemnation or in connection with a Casualty Event, or pursuant to the expiration of the Maximum Fixed Rent Term, in either case in accordance with the express terms of this Lease or the Other Leases (as applicable), in either case that results in the removal of Material Leased Property from this Lease or the Other Leases (as applicable); and (y) in connection with either (i) to the extent applicable to any Other Leases, any disposition of Other Leased Property by a landlord under the Other Leases in accordance with Article XVIII of the Other Leases and the execution of a third party Severance Lease with respect to such removed Other Leased Property, or (ii) any disposition of all of the Other Leased Property under any Other Lease in accordance with Article XVIII of such Other Lease and the assignment of such Other Lease to a third party Acquirer (as defined in such

Other Lease); with such decrease, in each case of clause (w), (x) or (y) above, being equal to the applicable Minimum Cap Ex Reduction Amount. Notwithstanding anything herein to the contrary, fifty percent (50%) of all Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall be credited toward the Triennial Minimum Cap Ex Amount B applicable to the Triennial Period during which such Capital Expenditures or Other Capital Expenditures were incurred and the other fifty percent (50%) of such Capital Expenditures and Other Capital Expenditures constituting Material Capital Improvements or Other Material Capital Improvements shall not be credited toward the Triennial Minimum Cap Ex Amount B. Without limitation of anything set forth in the foregoing, it is acknowledged and agreed that any Capital Expenditures with respect to any one or more of the London/Chester Properties shall not be included in the calculation of the Triennial Minimum Cap Ex Amount B.

“Triennial Minimum Cap Ex Requirement A”: As defined in Section 10.5(a)(iii).

“Triennial Minimum Cap Ex Requirement B”: A defined in Section 10.5(a)(iv).

“Triennial Period”: Each period of three (3) full Fiscal Years during the Term.

“Unavoidable Delay”: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the reasonable control of the Party responsible for performing an obligation hereunder; provided, that lack of funds, in and of itself, shall not be deemed a cause beyond the reasonable control of a Party.

“Unsuitable for Its Primary Intended Use”: A state or condition of the Leased Property such that by reason of a Partial Taking the Leased Property cannot, following restoration thereof (to the extent commercially practical), be operated on a commercially practicable basis for the Primary Intended Use for which it was primarily being used immediately preceding the taking, taking into account, among other relevant economic factors, the amount of square footage and the estimated revenue affected by such Partial Taking.

“Variable Rent”: The Variable Rent component of Rent, as defined in more detail in clauses (b) and (c) of the definition of “Rent.”

“Variable Rent Base”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“Variable Rent Determination Period”: Each of (i) the Fiscal Period that ended immediately prior to the Commencement Date, and (ii) the Fiscal Period in each case that ends immediately prior to the commencement of the 8<sup>th</sup> Lease Year, the 11<sup>th</sup> Lease Year, and the first (1<sup>st</sup>) Lease Year of each Renewal Term.

“Variable Rent Payment Period”: Collectively or individually, each of the First Variable Rent Period, the Second Variable Rent Period and each of the Renewal Term Variable Rent Periods.

“Variable Rent Statement”: As defined in Section 3.2(a).

“**Work**”: Any and all work in the nature of construction, restoration, alteration, modification, addition, improvement or demolition in connection with the performance of any Alterations and/or any Capital Improvements.

“**Year 8 Decrease**”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“**Year 8 Increase**”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“**Year 8-10 Variable Rent**”: As defined in clause (b)(ii)(A) of the definition of “Rent.”

“**Year 11 Decrease**”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“**Year 11 Increase**”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

“**Year 11-15 Variable Rent**”: As defined in clause (b)(ii)(B) of the definition of “Rent.”

## ARTICLE III

### RENT

#### 3.1 Payment of Rent.

(a) **Generally.** During the Term, Tenant will pay to Landlord the Rent and Additional Charges in lawful money of the United States of America and legal tender for the payment of public and private debts, in the manner provided in Section 3.4.

(b) **Payment of Rent until Commencement of Variable Rent.** On the Commencement Date, a prorated portion of the first monthly installment of Rent shall be paid by Tenant for the period from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs, based on the number of days during such period. Thereafter, for the first seven (7) Lease Years, Rent shall be payable by Tenant in consecutive monthly installments equal to one-twelfth (1/12th) of the Rent amount for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year.

(c) **Payment of Rent following Commencement of Variable Rent.** From the commencement of the eighth (8th) Lease Year and continuing until the Expiration Date, both Base Rent and Variable Rent during any Lease Year shall be payable in consecutive monthly installments equal to one-twelfth (1/12th) of the Base Rent and Variable Rent amounts for the applicable Lease Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Lease Year; provided, however, that for each month where Variable Rent is payable but the amount thereof depends upon calculation of Net Revenue not yet known (e.g., the first few months of the eighth (8th) Lease Year, the eleventh (11th) Lease Year, and (if applicable) the first (1st) Lease Year of each Renewal Term), the amount of the



Variable Rent payable monthly in advance shall remain the same as in the immediately preceding month, and provided, further, that Tenant shall make a payment to Landlord (or be entitled to set off against its Rent payment due, as applicable) on the first (1st) day of the calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day) following the completion of such calculation in the amount necessary to “true-up” any underpayments or overpayments of Variable Rent for such interim period. Tenant shall complete such calculation of Net Revenue as provided in Section 3.2 of this Lease.

(d) Proration for Partial Lease Year. Unless otherwise agreed by the Parties in writing, Rent and applicable Additional Charges shall be prorated on a per diem basis as to any Lease Year containing less than twelve (12) calendar months, and with respect to any installment thereof due for any partial months at the beginning and end of the Term.

(e) Rent Allocation.

(i) Rent during the initial seven (7) Lease Years and Rent thereafter for the duration of the Initial Term shall be allocated as specified in Schedule 5 hereto and such allocations of Rent and Base Rent shall represent Tenant’s accrued liability on account of the use of the Leased Property during the Initial Term. Landlord and Tenant agree that such allocations are intended to constitute a specific allocation of fixed rent within the meaning of Treasury Regulation § 1.467-1(c)(2)(ii)(A) to the applicable period and in the respective amounts set forth in Schedule 5 hereto. Landlord and Tenant agree, for purposes of federal income tax returns filed by it (or on any income tax returns on which its income is included), (i) to accrue rental income and rental expense, respectively during the Initial Term in the amounts equal to the Rent for a given period plus or minus the amount set forth under the caption “Section 467 Rent Adjustment” in Schedule 5 hereto, and (ii) to deduct interest expense and accrue interest income, respectively, in the amounts set forth under the caption “Section 467 Interest” in Schedule 5 hereto.

**3.2 Variable Rent Determination**

(a) Variable Rent Statement. Tenant shall, no later than ninety (90) days after the end of each Variable Rent Determination Period during the Term, furnish to Landlord a statement (the “Variable Rent Statement”), which Variable Rent Statement shall (i) set forth the sum of the Net Revenues realized with respect to the Facility during each of (x) such just-ended Variable Rent Determination Period and (y) except with respect to the first (1st) Variable Rent Statement, the Variable Rent Determination Period immediately preceding such just-ended Variable Rent Determination Period, (ii) except with respect to the first (1st) Variable Rent Statement, set forth Tenant’s calculation of the per annum Variable Rent payable hereunder during the next Variable Rent Payment Period, (iii) be accompanied by reasonably appropriate supporting data and information, and (iv) be certified by a senior financial officer of Tenant and expressly state that such officer has examined the reports of Net Revenue therein and the supporting data and information accompanying the same, that such examination included such tests of Tenant’s books and records as reasonably necessary to make such determination, and that such statement accurately presents in all material respects the Net Revenues for the applicable periods covered thereby, so that Tenant shall commence paying the applicable Variable Rent payable during each Variable Rent Payment Period hereunder (in accordance with the calculation

set forth in each such Variable Rent Statement) no later than the first (1st) day of the fourth (4th) calendar month during such Variable Rent Payment Period (or the immediately preceding Business Day if the first (1st) day of such month is not a Business Day).

(b) Maintenance of Records Relating to Variable Rent Statement. Tenant shall maintain, at its corporate offices, for a period of not less than six (6) years following the end of each Lease Year, adequate records which shall evidence the Net Revenue realized by the Facility during each Lease Year, together with all such records that would normally be examined by an independent auditor pursuant to GAAP in performing an audit of Tenant's Variable Rent Statements. The provisions and covenants of this Section 3.2(b), shall survive the expiration of the Term or sooner termination of this Lease.

(c) Audits. At any time within two (2) years of receipt of any Variable Rent Statement, Landlord shall have the right to cause to be conducted an independent audit of the matters covered thereby, conducted by a nationally-recognized independent public accounting firm mutually reasonably agreed to by the Parties. Such audit shall be limited to items necessary to ascertain an accurate determination of the calculation of the Variable Rent payable hereunder, and shall be conducted during normal business hours at the principal executive office of Tenant. If it shall be determined as a result of such audit (i) that there has been a deficiency in the payment of Variable Rent, such deficiency shall become due and payable by Tenant to Landlord, within thirty (30) days after such determination, or (ii) that there has been an excess payment of Variable Rent, such excess shall become due and payable by Landlord to Tenant, within thirty (30) days after such determination. In addition, if any Variable Rent Statement shall be found to have understated the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), and Landlord is entitled to any additional Variable Rent as a result of such understatement, then (x) Tenant shall pay to Landlord all reasonable, out-of-pocket costs and expenses which may be incurred by Landlord in determining and collecting the understatement or underpayment, including the cost of the audit (if applicable) and (y) interest at the Overdue Rate on the amount of the deficiency from the date when said payment should have been made until paid. If it shall be determined as a result of such audit that the applicable Variable Rent Statement did not understate the per annum Variable Rent payable during any Variable Rent Payment Period by more than two and one-half percent (2.5%), then Landlord shall pay to Tenant all reasonable, out-of-pocket costs and expenses incurred by Tenant in making such determination, including the cost of the audit. In addition, if any Variable Rent Statement shall be found to have willfully and intentionally understated the per annum Variable Rent, by more than five percent (5%), such understatement shall, at Landlord's option, constitute a Tenant Event of Default under this Lease. Any audit conducted pursuant to this Section 3.2(c) shall be performed subject to and in accordance with the provisions of Section 23.1(c) hereof. The receipt by Landlord of any Variable Rent Statement or any Variable Rent paid in accordance therewith for any period shall not constitute an admission of the correctness thereof.

**3.3 Late Payment of Rent or Additional Charges**. Tenant hereby acknowledges that the late payment by Tenant to Landlord of any Rent or Additional Charges will cause Landlord to incur costs not contemplated hereunder, the exact amount of which is presently anticipated to be extremely difficult to ascertain. Accordingly, if any installment of Rent or Additional Charges payable directly to Landlord shall not be paid within four (4) days after its due date, Tenant shall pay to Landlord on demand a late charge equal to the lesser of (a) five

percent (5%) of the amount of such installment or Additional Charges and (b) the maximum amount permitted by law. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. The Parties further agree that any such late charge constitutes Rent, and not interest, and such assessment does not constitute a lender or borrower/creditor relationship between Landlord and Tenant. If any installment of Rent (or Additional Charges payable directly to Landlord) shall not be paid within nine (9) days after its due date, the amount unpaid, including any late charges previously accrued and unpaid, shall bear interest at the Overdue Rate (from such ninth (9<sup>th</sup>) day after the due date of such installment until the date of payment thereof) (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding), and Tenant shall pay such interest to Landlord on demand. The payment of such late charge or such interest shall not constitute a waiver of, nor excuse or cure, any default under this Lease, nor prevent Landlord from exercising any other rights and remedies available to Landlord. No failure by Landlord to insist upon strict performance by Tenant of Tenant's obligation to pay late charges and interest on sums overdue shall constitute a waiver by Landlord of its right to enforce the provisions, terms and conditions of this Section 3.3. No payment by Tenant nor receipt by Landlord of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment be deemed an accord and satisfaction and Landlord, in its sole discretion, may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment due or pursue any other right or remedy in this Lease provided.

**3.4 Method of Payment of Rent.** Rent and Additional Charges to be paid to Landlord shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by Tenant for settlement on or before the applicable Payment Date in each case (or, in respect of Additional Charges, as applicable, such other date as may be applicable hereunder); provided, however, if the Payment Date is not a Business Day, then settlement shall be made on the preceding Business Day. Landlord shall provide Tenant with appropriate wire transfer, ACH and direct deposit information in a Notice from Landlord to Tenant. If Landlord directs Tenant to pay any Rent or any Additional Charges to any party other than Landlord, Tenant shall send to Landlord, simultaneously with such payment, a copy of the transmittal letter or invoice and a check whereby such payment is made or such other evidence of payment as Landlord may reasonably require.

**3.5 Net Lease.** Landlord and Tenant acknowledge and agree that (i) this Lease is and is intended to be what is commonly referred to as a "net, net, net" or "triple net" lease, and (ii) the Rent (including, for avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges shall be paid absolutely net to Landlord, without abatement, deferment, reduction, defense, counterclaim, claim, demand, notice, deduction or offset of any kind whatsoever, so that this Lease shall yield to Landlord the full amount or benefit of the installments of Rent (including, for the avoidance of doubt, following commencement of the obligation to pay Variable Rent hereunder, the Base Rent and Variable Rent components of the Rent) and Additional Charges throughout the Term, all as more fully set forth in Article V and

except and solely to the extent expressly provided in Article XIV (in connection with a Casualty Event), in Article XV (in connection with a Condemnation), in Section 3.1 (in connection with the “true-up”, if any, applicable to the onset of a Variable Rent Payment Period) and in Section 41.16. If Landlord commences any proceedings for non-payment of Rent, Tenant will not interpose any defense, offset, claim, counterclaim or cross complaint or similar pleading of any nature or description in such proceedings unless Tenant would lose or waive such claim by the failure to assert it. This shall not, however, be construed as a waiver of Tenant’s right to assert such claims in a separate action brought by Tenant. The covenants to pay Rent and Additional Charges hereunder are independent covenants, and Tenant shall have no right to hold back, deduct, defer, reduce, offset or fail to pay any such amounts for default by Landlord or for any other reason whatsoever, except solely as and to the extent provided in Section 3.1 and this Section 3.5.

## ARTICLE IV

### ADDITIONAL CHARGES

**4.1 Impositions.** Subject to Article XII relating to permitted contests, Tenant shall pay, or cause to be paid, all Impositions as and when due and payable during the Term to the applicable taxing authority or other party imposing the same before any fine, penalty, premium or interest may be added for non-payment (provided, (i) such covenant shall not be construed to require early or advance payments that would reduce or discount the amount otherwise owed and (ii) Tenant shall not be required to pay any Impositions that under the terms of any applicable Ground Lease are required to be paid by the Ground Lessor thereunder). Tenant shall make such payments directly to the taxing authorities where feasible, and on a monthly basis furnish to Landlord a summary of such payments, together, upon the request of Landlord, with copies of official receipts or other reasonably satisfactory proof evidencing such payments. If Tenant is not permitted to, or it is otherwise not feasible for Tenant to, make such payments directly to the taxing authorities or other applicable party, then Tenant shall make such payments to Landlord at least ten (10) Business Days prior to the due date, and Landlord shall make such payments to the taxing authorities or other applicable party prior to the due date. If and to the extent funds for Impositions are being reserved by Tenant on a regular basis with and held by Fee Mortgagee, Tenant shall be permitted to make a direct request to Fee Mortgagee (contemporaneously providing a copy of such request to Landlord) to cause such funds to be applied to Impositions when due and payable, unless a Tenant Event of Default exists, and, to the extent Fee Mortgagee fails to make such disbursement, the failure to timely pay such Impositions shall not give rise to any Tenant Event of Default or other liability or obligation of Tenant hereunder. Landlord shall deliver to Tenant any bills received by Landlord for Impositions, promptly following Landlord’s receipt thereof. Tenant’s obligation to pay Impositions shall be absolutely fixed upon the date such Impositions become a lien upon the Leased Property to the extent payable during the Term or any part thereof, subject to Article XII. Notwithstanding anything in the first sentence of this Section 4.1 to the contrary, if any Imposition may, at the option of the taxpayer, lawfully be paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may pay the same, and any accrued interest on the unpaid balance of such Imposition, in installments as the same respectively become due and before any fine, penalty, premium or further interest may be added thereto. Nothing in this Section 4.1 shall limit Tenant’s obligations with respect to funding reserves for Impositions to the extent required under Section 31.3.

(a) Landlord or Landlord REIT shall prepare and file all tax returns and reports as may be required by Legal Requirements with respect to Landlord's net income, gross receipts, franchise taxes and taxes on its capital stock and any other returns required to be filed by or in the name of Landlord (the "Landlord Tax Returns"), and Tenant or Tenant's applicable direct or indirect parent shall prepare and file all other tax returns and reports as may be required by Legal Requirements with respect to or relating to the Leased Property (including all Capital Improvements) and Tenant's Property. If any property covered by this Lease is classified as personal property for tax purposes, Tenant shall file all required personal property tax returns in such jurisdictions where it is required to file pursuant to applicable Legal Requirements and provide copies to Landlord upon request.

(b) Any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Tenant shall be paid over to or retained by Tenant, and any refund due from any taxing authority in respect of any Imposition paid by or on behalf of Landlord, if any, shall be paid over to or retained by Landlord.

(c) Landlord and Tenant shall, upon request of the other, provide such data as is maintained by the Party to whom the request is made with respect to the Leased Property as may be necessary to prepare any required tax returns and reports. Landlord, to the extent it possesses the same, and Tenant, to the extent it possesses the same, shall provide the other Party, upon request, with cost and depreciation records necessary for filing returns for any property classified as personal property. Where Landlord is legally required to file personal property tax returns, Landlord shall provide Tenant with copies of assessment notices indicating a value in excess of the reported value in sufficient time for Tenant to file a protest.

(d) Billings for reimbursement by Tenant to Landlord of personal property or real property taxes and any taxes due under the Landlord Tax Returns, if and to the extent Tenant is responsible for such taxes under the terms of this Section 4.1 (subject to Article XII), shall be accompanied by copies of a bill therefor and payments thereof which identify in reasonable detail the personal property or real property or other tax obligations of Landlord with respect to which such payments are made.

(e) Impositions imposed or assessed in respect of the tax-fiscal period during which the Commencement Date or the Expiration Date occurs shall be adjusted and prorated between Landlord and Tenant; provided, that Tenant's obligation to pay its prorated share of Impositions imposed or assessed before the Expiration Date in respect of a tax-fiscal period during the Term shall survive the Expiration Date (and its right to contest the same pursuant to Article XII shall survive the Stated Expiration Date). Landlord will not enter into agreements that will result in, or consent to the imposition of, additional Impositions without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed; provided, in each case, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Impositions imposed or assessed in respect of any tax-fiscal period occurring (in whole or in part) prior to the Commencement Date, if any, shall be Tenant's obligation to pay or cause to be paid.

**4.2 Utilities and Other Matters.** Tenant shall pay or cause to be paid all charges for electricity, power, gas, oil, water and other utilities used in the Leased Property. Tenant shall also pay or reimburse Landlord for all costs and expenses of any kind whatsoever which at any time with respect to the Term hereof may be imposed against Landlord by reason of any Property Documents, or with respect to easements, licenses or other rights over, across or with respect to any adjacent or other property which benefits the Leased Property or any Capital Improvement, including any and all costs and expenses associated with any utility, drainage and parking easements relating to the Leased Property (but excluding, for the avoidance of doubt, any costs and expenses under any Fee Mortgage Documents).

**4.3 Compliance Certificate.** Landlord shall deliver to Tenant, promptly following Landlord's receipt thereof, any bills received by Landlord for items required to be paid by Tenant hereunder, including, without limitation, Impositions, utilities and insurance. Promptly upon request of Landlord (but so long as no Event of Default is continuing no more frequently than one time per Fiscal Quarter), Tenant shall furnish to Landlord a certification stating that all or a specified portion of Impositions, utilities, insurance premiums or, to the extent specified by Landlord, any other amounts payable by Tenant hereunder that have, in each case, come due prior to the date of such certification have been paid (or that such payments are being contested in good faith by Tenant in accordance herewith) and specifying the portion of the Leased Property to which such payments relate.

**4.4 Impound Account.** At Landlord's option following the occurrence and during the continuation of a monetary Tenant Event of Default (to be exercised by thirty (30) days' written notice to Tenant), and provided Tenant is not already being required to impound such payments in accordance with the requirements of Section 31.3 below, Tenant shall be required to deposit, at the time of any payment of Rent, an amount equal to one-twelfth (1/12th) of the sum of (i) Tenant's estimated annual real and personal property taxes required pursuant to Section 4.1 hereof (as reasonably determined by Landlord), and (ii) Tenant's estimated annual insurance premium costs pursuant to Article XIII hereof (as reasonably determined by Landlord). Such amounts shall be applied to the payment of the obligations in respect of which said amounts were deposited, on or before the respective dates on which the same or any of them would become due. The reasonable cost of administering such impound account shall be paid by Tenant. Nothing in this Section 4.4 shall be deemed to affect any other right or remedy of Landlord hereunder.

## ARTICLE V

### NO TERMINATION, ABATEMENT, ETC.

Except as otherwise specifically provided in this Lease, Tenant shall remain bound by this Lease in accordance with its terms. The obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease or by termination of this Lease as to all or any portion of the Leased Property other than by reason of an Event of Default. Without limitation of the preceding sentence, the respective obligations of Landlord and Tenant shall not be affected by reason of, except as expressly set

forth in Articles XIV and XV, (i) any damage to or destruction of the Leased Property, including any Capital Improvement or any portion thereof from whatever cause, or any Condemnation of the Leased Property, including any Capital Improvement or any portion thereof or, discontinuance of any service or utility servicing the same; (ii) the lawful or unlawful prohibition of, or restriction upon, Tenant's use of the Leased Property, including any Capital Improvement or any portion thereof or the interference with such use by any Person or by reason of eviction by paramount title; (iii) any claim that Tenant has or might have against Landlord by reason of any default or breach of any warranty by Landlord hereunder or under any other agreement between Landlord and Tenant or to which Landlord and Tenant are parties; (iv) any bankruptcy, insolvency, reorganization, consolidation, readjustment, liquidation, dissolution, winding up or other proceedings affecting Landlord or any assignee or transferee of Landlord; or (v) for any other cause, whether similar or dissimilar to any of the foregoing. Tenant hereby specifically waives all rights arising from any occurrence whatsoever which may now or hereafter be conferred upon it by law (a) to modify, surrender or terminate this Lease or quit or surrender the Leased Property or any portion thereof, or (b) which may entitle Tenant to any abatement, deduction, reduction, suspension or deferment of or defense, counterclaim, claim or set-off against the Rent or other sums payable by Tenant hereunder, except in each case as may be otherwise specifically provided in this Lease.

## ARTICLE VI

### OWNERSHIP OF REAL AND PERSONAL PROPERTY

#### **6.1 Ownership of the Leased Property.**

(a) Landlord and Tenant acknowledge and agree that they have executed and delivered this Lease with the understanding that (i) the Leased Property is the property of Landlord, (ii) Tenant has only the right to the possession and use of the Leased Property upon the terms and conditions of this Lease, (iii) this Lease is a "true lease," is not a financing lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease, (iv) the business relationship created by this Lease and any related documents is and at all times shall remain that of landlord and tenant, (v) this Lease has been entered into by each Party in reliance upon the mutual covenants, conditions and agreements contained herein, and (vi) none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers, to make Tenant an agent, legal representative, partner, subsidiary or employee of Landlord, or to make Landlord in any way responsible for the debts, obligations or losses of Tenant.

(b) Each of the Parties covenants and agrees, subject to Section 6.1(d), not to (i) file any income tax return or other associated documents, (ii) file any other document with or submit any document to any governmental body or authority, or (iii) enter into any written contractual arrangement with any Person, in each case that takes a position other than that this Lease is a "true lease" with Landlord as owner of the Leased Property (except as expressly set forth below) and Tenant as the tenant of the Leased Property. For U.S. federal, state and local income tax purposes, Landlord and Tenant agree that (x) Landlord shall be treated as the owner of the Leased Property eligible to claim depreciation deductions under Sections 167 or 168 of the

Code with respect to the Leased Property excluding the Leased Property described in clauses (y) and (z) below, (y) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 or 168 of the Code with respect to, all Tenant Capital Improvements (including, for avoidance of doubt and for purposes of this sentence, Tenant Material Capital Improvements) and Material Capital Improvements funded by Landlord pursuant to a Landlord MCI Financing that is treated as a loan for such income tax purposes, and (z) Tenant shall be treated as owner of, and eligible to claim depreciation deductions under Sections 167 and 168 of the Code with respect to any Leased Improvements (related to any capital improvement projects ongoing as of the Commencement Date for which fifty percent (50%) or less of the costs of such projects have been paid or accrued as of the Commencement Date (the completion of such capital improvement projects being an obligation of Tenant at no cost or expense to Landlord). For the avoidance of doubt, Landlord shall be treated as having received from the Debtors on the Commencement Date, as a capital contribution together with the transfer of the Leased Property to Landlord pursuant to the Bankruptcy Plan, an obligation of Tenant (at no cost or expense to Landlord) to complete any Leased Improvements related to any capital improvement projects ongoing as of the Commencement Date for which more than fifty percent (50%) of the costs of such projects have been paid or accrued as of the Commencement Date.

(c) If, notwithstanding (i) the form and substance of this Lease, (ii) the intent of the Parties, and (iii) the language contained herein providing that this Lease shall at all times be construed, interpreted and applied to create an indivisible lease of all of the Leased Property, any court of competent jurisdiction finds that this Lease is a financing arrangement, then this Lease shall be considered a secured financing agreement and Landlord's title to the Leased Property shall constitute a perfected first priority lien in Landlord's favor on the Leased Property to secure the payment and performance of all the obligations of Tenant hereunder (and to that end, Tenant hereby grants, assigns and transfers to Landlord a security interest in all right, title or interest in or to any and all of the Leased Property, as security for the prompt and complete payment and performance when due of Tenant's obligations hereunder). In such event, Tenant (and each Permitted Leasehold Mortgagee) authorizes Landlord, at the expense of Tenant, to make any filings or take other actions as Landlord reasonably determines are necessary or advisable in order to effect fully this Lease or to more fully perfect or renew the rights of Landlord, and to subordinate to Landlord the lien of any Permitted Leasehold Mortgagee, with respect to the Leased Property (it being understood that nothing in this Section 6.1(c) shall affect the rights of a Permitted Leasehold Mortgagee under Article XVII hereof). At any time and from time to time upon the request of Landlord, and at the expense of Tenant, Tenant shall promptly execute, acknowledge and deliver such further documents and do such other acts as Landlord may reasonably request in order to effect fully this Section 6.1(c) or to more fully perfect or renew the rights of Landlord with respect to the Leased Property as described in this Section 6.1(c).

(d) Notwithstanding the foregoing, the Parties acknowledge that, as of the Commencement Date, for GAAP purposes this Lease is not expected to be treated as a "true lease" and that the Parties will prepare Financial Statements consistent with GAAP (and for purposes of any SEC or other similar governmental filing purposes), as applicable.

(e) Landlord and Tenant acknowledge and agree that the Rent is the fair market rent for the use of the Leased Property and was agreed to by Landlord and Tenant on that basis,



and the execution and delivery of, and the performance by Tenant of its obligations under, this Lease does not constitute a transfer of all or any part of the Leased Property, but rather the creation of the Leasehold Estate subject to the terms and conditions of this Lease.

(f) Tenant waives any claim or defense based upon the characterization of this Lease as anything other than a true lease of the Leased Property. Tenant stipulates and agrees (1) not to challenge the validity, enforceability or characterization of this Lease of the Leased Property as a true lease, and (2) not to assert or take or omit to take any action inconsistent with the agreements and understandings set forth in [Section 1.2](#), [Section 3.5](#) or this [Section 6.1](#). The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this [Section 6.1](#) are a material inducement to Landlord entering into this Lease.

**6.2 Ownership of Tenant's Property.** Tenant shall, during the entire Term, (a) own (or lease) and maintain (or cause its Subsidiaries, if any, to own (or lease) and maintain) on the Leased Property adequate and sufficient Tenant's Property, (b) maintain (or cause its Subsidiaries, if any, to maintain) all of such Tenant's Property in good order, condition and repair, in all cases as shall be necessary and appropriate in order to operate the Leased Property for the Primary Intended Use in material compliance with all applicable licensure and certification requirements and in material compliance with all applicable Legal Requirements, Insurance Requirements and Gaming Regulations, and (c) abide by (or cause its Subsidiaries, if any, to abide by) the terms and conditions of, and not in any way cause a termination of, the Omnibus Agreement. If any of Tenant's Property requires replacement in order to comply with the foregoing, Tenant shall replace (or cause a Subsidiary to replace) it with similar property of the same or better quality at Tenant's (or such Subsidiary's) sole cost and expense. Subject to the foregoing and the other express terms and conditions of this Lease (including, without limitation, [Section 6.3](#) hereof), Tenant and its Subsidiaries, if any, may sell, transfer, convey or otherwise dispose of Tenant's Property in their discretion in the ordinary course of their business and Landlord shall thereafter have no rights to such sold, transferred, conveyed or otherwise disposed of Tenant's Property. In the case of any such Tenant's Property that is leased (rather than owned) by Tenant (or its Subsidiaries, if any), Tenant shall use commercially reasonable efforts to ensure that any agreements entered into after the Commencement Date pursuant to which Tenant (or its Subsidiaries, if any) leases such Tenant's Property are assignable to third parties in connection with any transfer by Tenant (or its Subsidiaries, if any) to a replacement lessee or operator at the end of the Term. To the extent not transferred to a Successor Tenant pursuant to [Article XXXVI](#) hereof (and subject to Landlord's rights under [Section 6.3](#) and the rights of any Permitted Leasehold Mortgagee under [Article XVII](#) and the terms and conditions of the Intercreditor Agreement and the terms and conditions of the Transition Services Agreement), Tenant shall remove all of Tenant's Property from the Leased Property at the end of the Term. Any Tenant's Property left on the Leased Property at the end of the Term whose ownership was not transferred to a Permitted Leasehold Mortgagee or its designee or assignee that entered into or succeeded to a New Lease pursuant to the terms hereof or to a Successor Tenant pursuant to [Article XXXVI](#) hereof shall be deemed abandoned by Tenant and shall become the property of Landlord. Notwithstanding anything to the contrary contained herein, but without limitation of Tenant's express rights to effect replacements, make dispositions or grant liens with respect to Tenant's Pledged Property under this [Section 6.2](#) and [Section 6.3](#), Tenant shall own, hold and/or lease, as applicable, all of the material Tenant's Pledged Property relating to the Leased Property.

### **6.3 Landlord's Security Interest in Tenant's Pledged Property.**

(a) To secure the performance of Tenant's obligations under this Lease, including, without limitation, Tenant's obligation to pay Rent hereunder, Tenant (on behalf of itself and on behalf of all of its Subsidiaries and Affiliates, as applicable), collectively, as debtor, hereby grants to Landlord, as secured party, a first priority security interest in all of Tenant's (and all of Tenant's Subsidiaries' and Affiliates', as applicable) right, title and interest in and to Tenant's Pledged Property now owned or in which Tenant (or any of Tenant's Subsidiaries and Affiliates, as applicable) hereafter acquires an interest or right. This Lease constitutes a security agreement covering all such Tenant's Pledged Property. The Parties acknowledge that the security interest granted hereunder is subject to the terms and conditions of the Intercreditor Agreement.

(b) The security interest granted to Landlord in Tenant's Pledged Property is subordinate to any security interest granted by Tenant (or any Subsidiary or Affiliate of Tenant) in tangible components of Tenant's Pledged Property for the purpose of securing purchase money financing with respect thereto (including equipment leases or equipment financing), as long as, (I) with respect to any such purchase money financing entered into from and after the Commencement Date with an initial principal balance in excess of Fifty Million and No/100 Dollars (\$50,000,000.00), (a) Tenant provides Landlord (and any Fee Mortgagee of which it is given notice in accordance herewith) with copies of the documentation evidencing such financing or leasing and (b) Tenant shall use commercially reasonable efforts to have the lessor or financier of such purchase money financing agree to give Landlord (and any such Fee Mortgagee) notice of any default by Tenant under the terms of such arrangement and a reasonable time following such notice to cure any such default and to consent to Landlord's (or any such Fee Mortgagee's) written assumption of such arrangement upon curing such default, in each case prior to exercising any remedies in respect of such default and (II) the aggregate amount of any purchase money indebtedness in respect of Tenant's Pledged Property (together with the aggregate amount of any purchase money indebtedness in respect of "Tenant's Pledged Property" under and as defined in each of the Other Leases) shall not exceed at any time an amount equal to two and one-half percent (2.5%) of the consolidated total assets of CEOC from time to time.

(c) Tenant shall pay all filing fees and record search fees and other reasonable costs for such additional security agreements, financing statements, fixture filings, and other documents as Landlord may reasonably require to perfect or to continue the perfection of Landlord's security interest in Tenant's Pledged Property. Landlord shall have the right to collaterally assign such security interest granted to Landlord in Tenant's Pledged Property to any Fee Mortgagee.

(d) Notwithstanding the foregoing or anything herein to the contrary, Landlord may not foreclose upon or exercise remedies against Landlord's security interest in Tenant's Pledged Property unless and until both (i) the Landlord's Enforcement Condition has occurred and (ii) this Lease has either (1) been rejected in bankruptcy (and no Permitted Leasehold

Mortgagee is entitled to obtain a New Lease in accordance with Section 17.1(f) hereof) or (2) terminated by Landlord pursuant to Section 16.2(x) hereof; provided, however, that notwithstanding the foregoing or anything otherwise set forth in this Lease Landlord may, (I) at any time take such actions as are available to a secured creditor in any bankruptcy, insolvency or dissolution proceeding, and (II) commence foreclosure proceedings and otherwise take steps in connection with exercising its remedies under this Section 6.3 with respect to Tenant's Pledged Property after the occurrence and during the continuance of a Tenant Event of Default, so long as (x) Landlord does not consummate such foreclosure and does not complete any such other exercise of remedies which would, or take any other action which would, effect a transfer of ownership, title or possession of Tenant's Pledged Property prior to termination or rejection of the Lease (and failure of any Permitted Leasehold Mortgagee to obtain a New Lease in accordance with Section 17.1(f) hereof), and (y) during any period that any Permitted Leasehold Mortgagee is entitled to cure a Tenant Event of Default or obtain a New Lease pursuant to and in accordance with Sections 17.1(d), (e) and (f), of this Lease, as the case may be, Landlord does not impair or interfere with the exercise of any rights of Tenant hereunder (including but not limited to cure rights) or any rights of any Permitted Leasehold Mortgagee (including but not limited to cure rights) with respect to Tenant's Pledged Property as set forth hereunder or in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Landlord pursuant to this Lease in the Tenant's Pledged Property and the exercise of any right or remedy by Landlord hereunder against the Tenant's Pledged Property are subject to the provisions of the Intercreditor Agreement. Subject to the restriction effected by clause (x) above, in the event of any conflict between the terms of the Intercreditor Agreement and this Lease, the terms of the Intercreditor Agreement shall govern and control.

(e) Any Tenant's Pledged Property that is sold, transferred, conveyed or otherwise disposed of in accordance with Section 6.2 shall be automatically released from the security interest granted to Landlord in Tenant's Pledged Property and Landlord shall, at Tenant's request, execute such documents and instruments to evidence such release. Landlord acknowledges that a Permitted Leasehold Mortgagee may have a subordinate lien on Tenant's Pledged Property, provided that such lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first-priority lien thereon in favor of Landlord on the terms and conditions set forth in the Intercreditor Agreement.

(f) Tenant and each of Tenant's Subsidiaries and Affiliates that have granted to Landlord a security interest as described herein acknowledges that this Agreement is being entered into and approved in connection with Tenant's pending chapter 11 bankruptcy case and agrees that, in the event Tenant or any such Tenant Subsidiary or Affiliates files or has filed against it another case under Title 11 of the U.S. Code, Landlord shall thereupon be entitled immediately to relief from the automatic stay of Section 362 and from any other stay or restriction on Landlord's ability to exercise the rights and remedies available to Landlord as a secured creditor with respect to Tenant's Pledged Property, and Tenant and each such Tenant Subsidiary and Affiliate hereby waives the benefits of such automatic stay or restriction and consents and agrees to raise no objection to such relief sought by Landlord.

(g) Tenant (and Tenant's Subsidiaries and Affiliates, as applicable) shall promptly execute such other separate security agreements consistent with the terms of this Section 6.3 with respect to Tenant's Pledged Property as Landlord may reasonably request from time to time to evidence such security interest in Tenant's Pledged Property created by this Section 6.3.

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## ARTICLE VII

### PRESENT CONDITION & PERMITTED USE

**7.1 Condition of the Leased Property.** Tenant acknowledges receipt and delivery of possession of the Leased Property and confirms that Tenant has examined and otherwise has knowledge of the condition of the Leased Property prior to and as of the execution and delivery of this Lease and has found the same to be satisfactory for its purposes hereunder, it being understood and acknowledged by Tenant that, immediately prior to Landlord's acquisition of the Leased Property and contemporaneous entry into this Lease, Tenant (or its Affiliates) was the owner of all of Landlord's interest in and to the Leased Property and, accordingly, Tenant is charged with, and deemed to have, full and complete knowledge of all aspects of the condition and state of the Leased Property as of the Commencement Date. Without limitation of the foregoing and regardless of any examination or inspection made by Tenant, and whether or not any patent or latent defect or condition was revealed or discovered thereby, Tenant is leasing the Leased Property "as is" in its present condition. Without limitation of the foregoing, Tenant waives any claim or action against Landlord in respect of the condition of the Leased Property including any defects or adverse conditions not discovered or otherwise known by Tenant as of the Commencement Date. LANDLORD MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, INCLUDING AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, OR AS TO THE NATURE OR QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE STATUS OF TITLE TO THE LEASED PROPERTY OR THE PHYSICAL CONDITION OR STATE OF REPAIR THEREOF, OR THE ZONING OR OTHER LAWS, ORDINANCES, BUILDING CODES, REGULATIONS, RULES AND ORDERS APPLICABLE THERETO OR TO ANY CAPITAL IMPROVEMENTS WHICH MAY BE NOW OR HEREAFTER CONTEMPLATED, THE IMPOSITIONS LEVIED IN RESPECT OF THE LEASED PROPERTY OR ANY PART THEREOF, OR THE USE THAT MAY BE MADE OF THE LEASED PROPERTY OR ANY PART THEREOF, THE INCOME TO BE DERIVED FROM THE FACILITY OR THE EXPENSE OF OPERATING THE SAME, OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, IT BEING AGREED THAT ALL SUCH RISKS, LATENT OR PATENT, ARE TO BE BORNE SOLELY BY TENANT INCLUDING ALL RESPONSIBILITY AND LIABILITY FOR ANY ENVIRONMENTAL REMEDIATION AND COMPLIANCE WITH ALL ENVIRONMENTAL LAWS. This Section 7.1 shall not be construed to limit Landlord's express indemnities made hereunder.

**7.2 Use of the Leased Property.**

(a) Tenant shall not use (or cause or permit to be used) the Facility, including the Leased Property, or any portion thereof, including any Capital Improvement, for any use other than the Primary Intended Use without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Landlord acknowledges that operation of the Leased Property for its Primary Intended Use generally may require a Gaming License under

applicable Gaming Regulations and that without such a license, if applicable, neither Landlord nor Landlord REIT may operate, control or participate in the conduct of the gaming operations at the Facility. Tenant acknowledges that operation of the Facility for its Primary Intended Use generally may require a Gaming License under applicable Gaming Regulations and that without such a license, if applicable, Tenant may not operate, control or participate in the conduct of the gaming operations at the Facility.

(b) Tenant shall not commit or suffer to be committed any waste with respect to the Facility, including on or to the Leased Property (and, without limitation, to the Capital Improvements) or cause or permit any nuisance thereon or, except as required by law, knowingly take or suffer any action or condition that will diminish in any material respect, the ability of the Leased Property to be used as a Gaming Facility (or otherwise for the Primary Intended Use) after the Expiration Date.

(c) Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, (i) initiate or support any limiting change in the permitted uses of the Leased Property (or to the extent applicable, limiting zoning reclassification of the Leased Property); (ii) seek any variance under existing land use restrictions, laws, rules or regulations (or, to the extent applicable, zoning ordinances) applicable to the Leased Property or the use of the Leased Property in any manner that adversely affects (other than to a de minimis extent) the value or utility of the Leased Property for the Primary Intended Use; (iii) execute or file any subdivision plat or condominium declaration affecting the Leased Property or any portion thereof, or institute, or permit the institution of, proceedings to alter any tax lot comprising the Leased Property or any portion thereof; or (iv) permit or suffer the Leased Property or any portion thereof to be used by the public or any Person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement (provided that the proscription in this clause (iv) is not intended to and shall not restrict Tenant in any way from complying with any obligation it may have under applicable Legal Requirements, including, without limitation, Gaming Regulations, to afford to the public access to the Leased Property or any portion thereof). Without limiting the foregoing, (1) Tenant will not impose or permit the imposition of any restrictive covenants, easements or other encumbrances upon the Leased Property (including, subject to the last paragraph of Section 16.1, any restriction, covenant, easement or other encumbrance which Tenant may otherwise impose or permit to be imposed pursuant to the provisions of any Permitted Exception Document) without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Landlord is given reasonable opportunity to participate in the process leading to such agreement, and (2) other than any liens or other encumbrances granted to a Fee Mortgagee, Landlord will not enter into agreements that will encumber the Leased Property without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed, provided, that, Tenant is given reasonable opportunity to participate in the process leading to such agreement. Landlord agrees it will not withhold consent to utility easements and other similar encumbrances made in the ordinary course of Tenant's business conducted on the Leased Property in accordance with the Primary Intended Use, provided the same does not adversely affect in any material respect the use or utility of the Leased Property for the Primary Intended Use. Nothing in the foregoing is intended to vitiate or supersede Tenant's right to enter into Permitted Leasehold Mortgages or Landlord's right to enter into Fee Mortgages in each case as and to the extent provided herein.

(d) Intentionally Omitted.

(e) Subject to Article XII regarding permitted contests, Tenant, at its sole cost and expense, shall promptly (i) comply in all material respects with all Legal Requirements and Insurance Requirements affecting the Facility and the business conducted thereat, including those regarding the use, operation, maintenance, repair and restoration of the Leased Property or any portion thereof (including all Capital Improvements) and Tenant's Property whether or not compliance therewith may require structural changes in any of the Leased Improvements or interfere with the use and enjoyment of the Leased Property or any portion thereof, and (ii) procure, maintain and comply in all material respects with all Gaming Regulations and Gaming Licenses, and other authorizations required for the use of the Leased Property (including all Capital Improvements) and Tenant's Property for the applicable Primary Intended Use and any other use of the Leased Property (and Capital Improvements then being made) and Tenant's Property, and for the proper erection, installation, operation and maintenance of the Leased Property and Tenant's Property. In an emergency involving an imminent threat to human health and safety or damage to property, or in the event of a breach by Tenant of its obligations under this Section 7.2 which is not cured within any applicable cure period set forth herein, Landlord or its representatives (and any Fee Mortgagee) may, but shall not be obligated to, enter upon the Leased Property (and, without limitation, all Capital Improvements) (upon reasonable prior written notice to Tenant, except in the case of emergency, and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) and take such reasonable actions and incur such reasonable costs and expenses to effect such compliance as it deems advisable to protect its interest in the Leased Property, and Tenant shall reimburse Landlord for all such reasonable out-of-pocket costs and expenses actually incurred by Landlord in connection with such actions.

(f) Without limitation of any of the other provisions of this Lease, Tenant shall comply with all Property Documents (i) that are listed on the title policies described on Exhibit I attached hereto, or (ii) made after the date hereof in accordance with the terms of this Lease or as may otherwise be agreed to in writing by Tenant.

### **7.3 Ground Leases.**

(a) This Lease, to the extent affecting and solely with respect to the Ground Leased Property, is and shall be subject and subordinate to all of the terms and conditions of the Ground Leases and to all liens, rights and encumbrances to which the Ground Leases are subject or subordinate. Tenant hereby acknowledges that Tenant has reviewed and agreed to all of the terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 attached hereto. Tenant hereby agrees that (x) Tenant shall comply with all provisions, terms and conditions of the Ground Leases in effect as of the Commencement Date as listed on Schedule 2 and, subject to Section 7.3(g) and Section 7.3(h), any amendments or modifications thereto and any new Ground Leases, in each case, except to the extent such provisions, terms and conditions (1) apply solely to Landlord, (2) are not susceptible of being performed (or if breached, are not capable of being cured) by Tenant, and (3) in the case of the Ground Leases in effect as of the Commencement Date, are expressly set forth in the copies of such Ground Leases that were furnished to Landlord by Tenant on or prior to the Commencement Date (provisions, terms and conditions satisfying clauses (1) through (3), "Landlord Specific Ground Lease Requirements"), and (y) Tenant shall not do, or (except with respect to Landlord Specific Ground Lease Requirements) fail to do, anything that would cause any violation of the Ground Leases. Without limiting the foregoing, (i) Tenant acknowledges that it shall be obligated to (and shall)

pay, as part of Tenant's obligations under this Lease, all monetary obligations imposed upon Landlord as the lessee under any and all of the Ground Leases, including, without limitation, any rent and additional rent payable thereunder and shall, upon request, provide satisfactory proof evidencing such payments to Landlord, (ii) to the extent Landlord is required to obtain the written consent of the lessor under any applicable Ground Lease (in each case, the "Ground Lessor") to alterations of or the subleasing of all or any portion of the Ground Leased Property pursuant to any Ground Lease, Tenant shall likewise obtain the applicable Ground Lessor's written consent to alterations of or the sub-subleasing of all or any portion of the Ground Leased Property (in each case, to the extent the same is permitted hereunder), and (iii) (without limitation of the Insurance Requirements hereunder) Tenant shall carry and maintain general liability, automobile liability, property and casualty, worker's compensation, employer's liability insurance and such other insurance, if any, in amounts and with policy provisions, coverages and certificates as required of Landlord as tenant under any applicable Ground Lease. The foregoing is not intended to vitiate or supersede Landlord's rights as lessee under any Ground Lease, and, without limitation of the preceding portion of this sentence or of any other rights or remedies of Landlord hereunder, in the event Tenant fails to comply with its obligations with respect to Ground Leases as described herein (without giving effect to any notice or cure periods thereunder), Landlord shall have the right (but without any obligation to Tenant or any liability for failure to exercise such right), following written notice to Tenant and the passage of a reasonable period of time (except to the extent the failure is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable) to cure such failure, in which event Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in connection with curing such failure. The parties acknowledge that the Ground Leases on the one hand, and this Lease on the other hand, constitute separate contractual arrangements among separate parties and nothing in this Lease shall vitiate or otherwise affect the obligations of the parties to the Ground Leases, and nothing in the Ground Leases shall vitiate or otherwise affect the obligations of the parties hereto pursuant to this Lease (except as specifically set forth in this Section 7.3).

(b) Subject to Section 7.3(c) below, in the event of cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the expiration date of this Lease, including extensions and renewals granted thereunder (other than the cancellation or termination of a Ground Lease entered into in connection with a sale-leaseback transaction by Landlord (other than if such cancellation or termination resulted from Tenant's default under this Lease), which cancellation or termination results in the Leased Property leased under such Ground Lease no longer being subject to this Lease), then, this Lease and Tenant's obligation to pay the Rent and Additional Charges hereunder and all other obligations of Tenant hereunder (other than such obligations of Tenant hereunder that concern solely the applicable Ground Leased Property demised under the affected Ground Lease) shall continue unabated; provided that if Landlord (or any Fee Mortgagee) enters into a replacement lease with respect to the applicable Ground Leased Property on substantially similar terms to those of such cancelled or terminated Ground Lease, then such replacement lease shall automatically become a Ground Lease hereunder and such Ground Leased Property shall remain part of the Leased Property hereunder. Nothing contained in this Lease shall create, or be construed as creating, any privity of contract or privity of estate between Ground Lessor and Tenant.

(c) With respect to any Ground Leased Property, the Ground Lease for which has an expiration date (taking into account any renewal options exercised thereunder as of the Commencement Date or hereafter exercised) prior to the expiration of the Term (taking into account any exercised renewal options hereunder), this Lease shall expire solely with respect to such Ground Leased Property concurrently with such Ground Lease expiration date (taking into account the terms of the following sentences of this Section 7.3(c)). There shall be no reduction in Rent nor Required Capital Expenditures by reason of such expiration with respect to, and the corresponding removal from this Lease of, any such Ground Leased Property. Landlord (as ground lessee) shall be required to exercise all renewal options contained in each Ground Lease so as to extend the term thereof (provided, that Tenant shall furnish to Landlord written notice of the outside date by which any such renewal option must be exercised in order to validly extend the term of any such Ground Lease; such notice shall be delivered no earlier than one hundred twenty (120) days prior to the earliest date any such option may be validly exercised and no later than forty-five (45) days prior to the outside date by which such option must be validly exercised, which notice shall be followed by a second notice from Tenant to Landlord of such outside date, such notice to be furnished to Landlord no later than fifteen (15) days prior to the outside date), and Landlord shall provide Tenant with a copy of Landlord's exercise of such renewal option. With respect to any Ground Lease that otherwise would expire during the Term, Tenant, on Landlord's behalf, shall have the right to negotiate for a renewal or replacement of such Ground Lease with the third-party ground lessor, on terms satisfactory to Tenant (subject, (i) to Landlord's reasonable consent with respect to the provisions, terms and conditions thereof which would reasonably be expected to materially and adversely affect Landlord, and (ii) in the case of any such renewal or replacement that would extend the term of such Ground Lease beyond the Term, to Landlord's sole right to approve any such provisions, terms and conditions that would be applicable beyond the Term).

(d) Nothing contained in this Lease amends, or shall be construed to amend, any provision of the Ground Leases.

(e) Tenant shall indemnify, defend and hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor and any other party entitled to be indemnified by Landlord pursuant to the terms of any Ground Lease from and against any and all claims arising from or in connection with the Facility and/or this Lease with respect to which such party is entitled to indemnification by Landlord pursuant to the terms of any Ground Lease, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon to the extent provided in the applicable Ground Lease; and in case any such action or proceeding be brought against any of the Landlord Indemnified Parties, any Ground Lessor or any master lessor to Ground Lessor or any such party by reason of any such claim, Tenant, upon notice from Landlord or any of its Affiliates or such other Landlord Indemnified Party, such Ground Lessor or such master lessor to Ground Lessor or any such party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to the party or parties indemnified pursuant to this paragraph or the Ground Lease. Notwithstanding the foregoing, in no event shall Tenant be required to indemnify, defend or hold harmless the Landlord Indemnified Parties, the Ground Lessor, any master lessor to Ground Lessor or any other party from or against any claims to the extent resulting from (i) the gross negligence or willful misconduct of Landlord, or (ii) the actions of Landlord except if such actions are the result of Tenant's failure, in violation of this Lease, to act.



(f) To the extent required under the applicable Ground Lease, Tenant hereby waives any and all rights of recovery (including subrogation rights of its insurers) from the applicable Ground Lessor, its agents, principals, employees and representatives for any loss or damage, including consequential loss or damage, covered by any insurance policy maintained by Tenant, whether or not such policy is required under the terms of the Ground Lease.

(g) Landlord shall not enter into any new ground leases with respect to the Leased Property or any portion thereof (except as provided by Section 7.3(h)), or amend, modify or terminate any existing Ground Leases (except as provided by Section 7.3(b) or Section 7.3(c)), in each case without Tenant's prior written consent in its reasonable discretion, provided, that, Landlord may amend or modify Ground Leases in a manner that will not adversely affect Tenant (*e.g.*, an amendment relating to a period following the end of the Term), and Landlord may acquire the fee interest in the property leased pursuant to any Ground Lease, so long as Tenant's rights and obligations hereunder are not adversely affected thereby.

(h) Landlord may enter into new Ground Leases with respect to the Leased Property or any portion thereof (including pursuant to a sale-leaseback transaction), provided that, notwithstanding anything herein to the contrary, (other than replacement Ground Lease(s) made pursuant to Section 7.3(b) or Ground Lease(s) made pursuant to the final sentence of Section 7.3(c)), Tenant shall not be obligated to comply with any additional or more onerous obligations under such new ground lease with which Tenant is not otherwise obligated to comply under this Lease (and, without limiting the generality of the foregoing, Tenant shall not be required to incur any additional monetary obligations (whether for payment of rents under such new Ground Lease or otherwise) in connection with such new Ground Lease) (except to a de minimis extent), unless Tenant approves such additional obligations in its sole and absolute discretion.

**7.4 Third-Party Reports.** Upon Landlord's reasonable request from time to time, Tenant shall provide Landlord with copies of any third-party reports obtained by Tenant with respect to the Leased Property, including, without limitation, copies of surveys, environmental reports and property condition reports.

**7.5 Operating Standard.** Tenant shall cause the Facility to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), in each case except to the extent failure to do so does not result in a material adverse effect on Landlord (taken as a whole with "Landlord" as defined under the Non-CPLV Lease) or on the Facility (taken as a whole with the Non-CPLV Facilities). For avoidance of doubt, the provisions of this Section 7.5 and Section 16.1(f) hereof shall continue to apply even if the Facility is being managed pursuant to a Replacement Management Agreement.

## ARTICLE VIII

### REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that as of the Commencement Date: (i) this Lease and all other documents executed, or to be executed, by it in connection herewith have been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and qualified to perform this Lease within the State of Illinois; and (iii) neither this Lease nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such Party.

## ARTICLE IX

### MAINTENANCE AND REPAIR

**9.1 Tenant Obligations.** Subject to the provisions of Sections 10.1, 10.2 and 10.3 relating to Landlord's approval of certain Alterations, Capital Improvements and Material Capital Improvements, Tenant, at its expense and without the prior consent of Landlord, shall maintain the Leased Property, and every portion thereof, including all of the Leased Improvements and the structural elements and the plumbing, heating, ventilating, air conditioning, electrical, lighting, sprinkler and other utility systems thereof, all fixtures and all appurtenances to the Leased Property including any and all private roadways, sidewalks and curbs appurtenant to the Leased Property, and Tenant's Property, in each case in good order and repair whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of the Leased Property, and, with reasonable promptness, make all reasonably necessary and appropriate repairs thereto of every kind and nature, including those necessary to ensure continuing compliance with all Legal Requirements (including, without limitation, all Gaming Regulations and Environmental Laws) (to the extent required hereunder), Insurance Requirements, the Ground Leases and Property Documents whether now or hereafter in effect (other than any Ground Leases or Property Documents (or modifications to Ground Leases or Property Documents) entered into after the Commencement Date that impose obligations on Tenant (other than de minimis obligations) to the extent (x) entered into by Landlord without Tenant's consent pursuant to Section 7.2(c) or (y) Tenant is not required to comply therewith pursuant to Section 7.3(b), Section 7.3(g) or Section 7.3(h)) and, with respect to any Fee Mortgages, the applicable provisions of such Fee Mortgage Documents as and to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, in each case except to the extent otherwise provided in Article XIV or Article XV of this Lease, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to or first arising after the Commencement Date.

**9.2 No Landlord Obligations.** Landlord shall not under any circumstances be required to (i) build or rebuild any improvements on the Leased Property; (ii) make any repairs, replacements, alterations, restorations or renewals of any nature to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto; or (iii) maintain the Leased Property in any way.

Tenant hereby waives, to the extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Lease or hereafter enacted. This Section 9.2 shall not be construed to limit Landlord's express indemnities, if any, made hereunder.

**9.3 Landlord's Estate.** Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials or other property for the construction, alteration, addition, repair or demolition of or to the Leased Property, or any part thereof, or any Capital Improvement; or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in any way be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property, or any portion thereof or upon the estate of Landlord in any Capital Improvement.

**9.4 End of Term.** Subject to Sections 17.1(f) and 36.1, Tenant shall, upon the expiration or earlier termination of the Term, vacate and surrender and relinquish in favor of Landlord all rights to the Leased Property (together with all Capital Improvements, including all Tenant Capital Improvements, except to the extent provided in Section 10.4 in respect of Tenant Material Capital Improvements), in each case, in the condition in which such Leased Property was originally received from Landlord and, in the case of Capital Improvements (other than Tenant Material Capital Improvements to the extent provided in Section 10.4), when such Capital Improvements were originally introduced to the Facility, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear and subject to any Casualty Event or Condemnation as provided in Articles XIV and XV.

## ARTICLE X

### ALTERATIONS

#### **10.1 Alterations, Capital Improvements and Material Capital Improvements.**

(a) Tenant shall not be required to obtain Landlord's consent or approval to make any Alterations or Capital Improvements (including any Material Capital Improvement) to the Leased Property in its reasonable discretion; provided, however, that all such Alterations and Capital Improvements (i) shall be of equal quality to or better quality than the applicable portions of the existing Facility, as applicable, except to the extent Alterations or Capital Improvements of lesser quality would not, in the reasonable opinion of Tenant, result in any diminution of value of the Leased Property (or applicable portion thereof), (ii) shall not have an adverse effect on the structural integrity of any portion of the Leased Property, and (iii) shall not otherwise result in a diminution of value to the Leased Property. If any Alteration or Capital Improvement would not or does not meet the standards of the preceding sentence, then such Alteration or Capital Improvement shall be subject to Landlord's written approval, which written approval shall not be unreasonably withheld, conditioned or delayed. Further, if any Alteration or Capital Improvement (or the aggregate amount of all related Alterations or Capital Improvements) has a total budgeted cost (as reasonably evidenced to Landlord) in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00) (the "Alteration Threshold"), then (1) such Alteration or Capital

Improvement (or series of related Alterations or Capital Improvements) shall be subject to the approval of Landlord and, if applicable, subject to Section 31.3, any Fee Mortgagee, in each case which written approval shall not be unreasonably withheld, conditioned or delayed, and (2) if the total unpaid amounts due and payable with respect to such Alteration or Capital Improvement exceed the Alteration Threshold, Tenant shall promptly deliver to Landlord as security for the payment of such amounts and as additional security for Tenant's obligations under this Lease, any of the following, in each case in an amount equal to the amount by which the budgeted cost of such Alteration or Capital Improvement exceeds the Alteration Threshold: (A) cash, (B) cash equivalents, or (C) a Letter of Credit (the "Alteration Security"). On a monthly basis during the construction of any such Alteration or Capital Improvement for which Alteration Security has been deposited, Tenant shall be entitled (either pursuant to a separate agreement to be entered into directly between Tenant and Fee Mortgagee, in form and substance reasonably acceptable to Tenant, or, if no such agreement is entered into, then as an obligation of Landlord hereunder) to receive a portion of such Alteration Security, to be disbursed to Tenant (in the case of cash or cash equivalents) or reduced (in the case of a Letter of Credit), as applicable, on a dollar-for-dollar basis, in the amount required to reimburse Tenant for (or to enable Tenant to pay) the cost of such Alteration or Capital Improvement in amounts equal to the actual costs incurred by Tenant for such Alteration or Capital Improvement, subject to delivery by Tenant to Landlord of invoices related to the work performed, and subject: (a) to compliance by Tenant with the applicable provisions of any Fee Mortgage Documents then in effect to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, and (b) in the event no Fee Mortgage then exists and Landlord is holding the Alteration Security, to the condition that no Tenant Event of Default exist at the time of determination and subject to the other applicable provisions of this Article X. To the extent a construction consultant is required by any Fee Mortgagee, Landlord shall have the right (in addition to any construction consultant engaged by Tenant to satisfy any applicable Additional Fee Mortgage Requirement) to also select and engage (subject to any Fee Mortgage requirements), at Landlord's cost and expense, construction consultants to conduct inspections of the Leased Property during the construction of any Material Capital Improvements, provided that (x) such inspections shall be conducted in a manner as to not unreasonably interfere with such construction or the operation of the Facility, (y) prior to entering the Leased Property, such consultants shall deliver to Tenant evidence of insurance reasonably satisfactory to Tenant and (z) (irrespective of whether the consultant was engaged by Landlord, Tenant or otherwise) Landlord and Tenant shall be entitled to receive copies of such consultants' work product and shall have direct access to and communication with such consultants.

**10.2 Landlord Approval of Certain Alterations and Capital Improvements.** If Tenant desires to make any Alteration or Capital Improvement for which Landlord's approval is required pursuant to Section 10.1 above, Tenant shall submit to Landlord in reasonable detail a general description of the proposal, the projected cost of the applicable Work and such plans and specifications, permits, licenses, contracts and other information concerning the proposal as Landlord may reasonably request. Such description shall indicate the use or uses to which such Alteration or Capital Improvement will be put and the impact, if any, on current and forecasted gross revenues and operating income attributable thereto. Landlord may condition any approval of any Alteration or Capital Improvement (including any Material Capital Improvement), to the

extent required pursuant to Section 10.1 above, upon any or all of the following terms and conditions, to the extent reasonable under the circumstances:

(a) the Work shall be effected pursuant to detailed plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) the Work shall be conducted under the supervision of a licensed architect or engineer selected by Tenant (the "Architect") and, for purposes of this Section 10.2 only, approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;

(c) Landlord's receipt from the general contractor and, if reasonably requested by Landlord, any major subcontractor(s) of a performance and payment bond for the full value of such Work, which such bond shall name Landlord as an additional obligee and otherwise be in form and substance and issued by a Person reasonably satisfactory to Landlord;

(d) Landlord's receipt of reasonable evidence of Tenant's financial ability to complete the Work without materially and adversely affecting its cash flow position or financial viability; and

(e) such Alteration or Capital Improvement will not result in the Leased Property becoming a "limited use" within the meaning of Revenue Procedure 2001-28 property for purposes of United States federal income taxes.

**10.3 Construction Requirements for Alterations and Capital Improvements.** For any Alteration or Capital Improvement having a budgeted cost in excess of Five Million and No/100 Dollars (\$5,000,000.00) (and as otherwise expressly required under subsection (g) below), Tenant shall satisfy the following:

(a) If and to the extent plans and specifications typically would be (or, in accordance with applicable Legal Requirements, are required to be) obtained in connection with a project of similar scope and nature to such Alteration or Capital Improvement, Tenant shall, prior to commencing any Work in respect of the same, provide Landlord copies of such plans and specifications. Tenant shall also supply Landlord with related documentation, information and materials relating to the Property in Tenant's possession or control, including, without limitation, surveys, property condition reports and environmental reports, as Landlord may reasonably request from time to time;

(b) No Work shall be commenced until Tenant shall have procured and paid for all municipal and other governmental permits and authorizations required to be obtained prior to such commencement (if any), including those permits and authorizations required pursuant to any Gaming Regulations (if any), and, upon Tenant's request, Landlord shall join in the application for such permits or authorizations whenever such action is necessary; provided, however, that (i) any such joinder shall be at no cost or expense to Landlord; and (ii) any plans required to be filed in connection with any such application which require the approval of Landlord as hereinabove provided shall have been so approved by Landlord;

(c) Such Work shall not, and, if an Architect has been engaged for such Work, the Architect shall certify to Landlord that such construction shall not, impair the structural strength of any component of the Facility or overburden the electrical, water, plumbing, HVAC or other building systems of any such component or otherwise violate applicable building codes or prudent industry practices.

(d) If an Architect has been engaged for such Work and if plans and specifications have been obtained in connection with such Work, the Architect shall certify to Landlord that the plans and specifications conform to, and comply with, in all material respects all applicable building, subdivision and zoning codes, laws, ordinances and regulations imposed by all governmental authorities having jurisdiction over the Leased Property.

(e) During and following completion of such Work, the parking and other amenities which are located on or at the Leased Property shall remain adequate for the operation of the Facility for its Primary Intended Use and not be less than that which is required by law (including any variances with respect thereto) and any applicable Property Documents; provided, however, with Landlord's prior consent, which approval shall not be unreasonably withheld, conditioned or delayed, and at no additional expense to Landlord, (i) to the extent sufficient additional parking is not already a part of an Alteration or Capital Improvement, Tenant may construct additional parking on or at the Leased Property; or (ii) Tenant may acquire off-site parking to serve the Leased Property as long as such parking shall be reasonably proximate to, and dedicated to, or otherwise made available to serve, the Leased Property;

(f) All Work done in connection with such construction shall be done promptly and using materials and resulting in work that is at least as good product and condition as the remaining areas of the Leased Property and in conformity with all Legal Requirements, including, without limitation, any applicable minority or women owned business requirement; and

(g) If applicable in accordance with customary and prudent industry standards, promptly following the completion of such Work, Tenant shall deliver to Landlord "as built" plans and specifications with respect thereto, certified as accurate by the licensed architect or engineer selected by Tenant to supervise such work, and copies of any new or revised certificates of occupancy or other licenses, permits and authorizations required in connection therewith. In addition, with respect to any Alteration or Capital Improvement having a budgeted cost equal to or less than Five Million and No/100 Dollars (\$5,000,000.00), Tenant shall endeavor in good faith to (and upon Landlord's request will) deliver to Landlord any "as-built" plans and specifications actually obtained by Tenant in connection with such Alteration or Capital Improvement.

#### **10.4 Landlord's Right of First Offer to Fund Material Capital Improvements.**

(a) Landlord's Right to Submit Landlord's MCI Financing Proposal. In advance of commencing any Work in connection with any Material Capital Improvement (provided, for purposes of clarification, that preliminary planning, designing, budgeting, evaluating (including environmental and integrity testing and the like) (collectively, "Preliminary Studies"), permitting and demolishing in preparation for such Material Capital Improvement shall not be considered

“commencing” for purposes hereof), Tenant shall provide written notice (“Tenant’s MCI Intent Notice”) of Tenant’s intent to do so, which notice shall be accompanied by (i) a reasonably detailed description of the proposed Material Capital Improvement, (ii) the then-projected cost of construction of the proposed Material Capital Improvement, (iii) copies of the plans and specifications, permits, licenses, contracts and Preliminary Studies concerning the proposed Material Capital Improvement, to the extent then-available, (iv) reasonable evidence that such proposed Material Capital Improvement will, upon completion, comply with all applicable Legal Requirements, and (v) reasonably detailed information regarding the terms upon which Tenant is considering seeking financing therefor, if any. To the extent in Tenant’s possession or control, Tenant shall provide to Landlord any additional information about such proposed Material Capital Improvements which Landlord may reasonably request. Landlord (or, with respect to financing structured as a loan rather than as ownership of the real property by Landlord with a lease back to Tenant, Landlord’s Affiliate) may, but shall be under no obligation to, provide all or any portion of the financing necessary to fund the applicable Material Capital Improvement (along with related fees and expenses, such as title fees, costs of permits, legal fees and other similar transaction costs) by complying with the option exercise requirements set forth below. Within thirty (30) days of receipt of Tenant’s MCI Intent Notice, Landlord shall notify Tenant in writing as to whether Landlord (or, if applicable, its Affiliate) is willing to provide financing for such proposed Material Capital Improvement and, if so, the terms and conditions upon which Landlord (or, if applicable, its Affiliate) is willing to do so in reasonable detail, in the form of a proposed term sheet (such terms and conditions, “Landlord’s MCI Financing Proposal”). Upon receipt, Tenant shall have ten (10) days to accept, reject or commence negotiating Landlord’s MCI Financing Proposal.

(b) *If Tenant Accepts Landlord’s MCI Financing Proposal.* If Tenant accepts Landlord’s MCI Financing Proposal (either initially or, after negotiation, a modified version thereof) (an “Accepted MCI Financing Proposal”) and such financing is actually consummated between Tenant and Landlord (or, if applicable, its Affiliate) as more particularly provided in Section 10.4(f) below (a “Landlord MCI Financing”), then, as and when constructed, such Material Capital Improvement shall be deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b), hereof (and, without limitation, such Material Capital Improvements shall be surrendered to (and all rights therein shall be relinquished in favor of) Landlord upon the Expiration Date).

(c) *If Landlord Declines to Make Landlord’s MCI Financing Proposal.* If Landlord declines or fails to timely submit Landlord’s MCI Financing Proposal, Tenant shall be permitted to either (1) use then-existing available financing or, subject to Article XVII, enter into financing arrangements with any lender, preferred equity holder and/or other third-party financing source (a “Third-Party MCI Financing”) for such Material Capital Improvement or (2) use Cash to pay for such Material Capital Improvement, *provided*, that if Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following delivery of Tenant’s MCI Intent Notice, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement, Tenant shall again be required to send Tenant’s MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4).

(d) If Tenant Declines Landlord's MCI Financing Proposal. If Landlord timely submits Landlord's MCI Financing Proposal and Tenant rejects or fails to accept or commence negotiating Landlord's MCI Financing Proposal within the applicable 10-day period (or, following commencing negotiating said proposal, Tenant notifies Landlord of Tenant's decision to cease such discussions), then, subject to the remaining terms of this paragraph, Tenant shall be permitted to either (1) use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement (subject to the following proviso) or (2) use Cash to pay for such Material Capital Improvement, *provided*, that Tenant may not use then-existing, or enter into a new, Third-Party MCI Financing, except in each case on terms that are, taken as a whole, economically more advantageous to Tenant than those offered under Landlord's MCI Financing Proposal. In determining if financing is economically more advantageous, consideration may be given to, among other items, (x) pricing, amortization, length of term and duration of commitment period of such financing; (y) the cost, availability and terms of any financing sufficient to fund such Material Capital Improvement and other expenditures which are material in relation to the cost of such Material Capital Improvement (if any) which are intended to be funded in connection with the construction of such Material Capital Improvement and which are related to the use and operation of such Material Capital Improvement and (z) other customary considerations. Tenant shall provide Landlord with reasonable evidence of the terms of any such financing. If Tenant has not used then-existing, or entered into a new, Third-Party MCI Financing (or commenced such Material Capital Improvement utilizing Cash) by the date that is nine (9) months following receipt of Landlord's MCI Financing Proposal, then, prior to entering into any such Third-Party MCI Financing and/or commencing such Material Capital Improvement after such nine (9) month period, Tenant shall again be required to send Tenant's MCI Intent Notice seeking financing from Landlord (on the terms contemplated by this Section 10.4). For purposes of clarification, Tenant may use Cash to finance any applicable Material Capital Improvement (subject to the express terms and conditions hereof, including, without limitation, Tenant's obligation to provide Tenant's MCI Intent Notice).

(e) Ownership of Material Capital Improvements Not Financed by Landlord. If Tenant constructs a Material Capital Improvement utilizing Third-Party MCI Financing or Cash in accordance with Sections 10.4(c) or (d) (such Material Capital Improvement being sometimes referred to in this Lease as a "Tenant Material Capital Improvement"), then, (A) as and when constructed, such Material Capital Improvement shall be deemed part of the Leased Property for all purposes except as specifically provided in Section 6.1(b) hereof, (B) upon any termination of this Lease prior to the Stated Expiration Date as a result of a Tenant Event of Default (except in the event a Permitted Leasehold Mortgagee has exercised its right to obtain a New Lease and complies in all respects with Section 17.1(f) and any other applicable provisions of this Lease), such Material Capital Improvements shall be owned by Landlord without any reimbursement by Landlord to Tenant, and, (C) upon the Stated Expiration Date, such Material Capital Improvements shall be transferred to Tenant; provided, however, upon written notice to Tenant at least one hundred eighty (180) days prior to the Stated Expiration Date, Landlord shall have the option to reimburse Tenant for such Tenant Material Capital Improvements in an amount equal to the Fair Market Ownership Value thereof, and, if Landlord elects to reimburse Tenant for such Tenant Material Capital Improvements, any amount due to Tenant for such reimbursement shall be credited against any amounts owed by Tenant to Landlord under this Lease as of the Stated Expiration Date and any remaining portion of such amount shall be paid



by Landlord to Tenant on the Stated Expiration Date. If Landlord fails to deliver such written notice electing to reimburse Tenant for such Tenant Material Capital Improvements at least one hundred eighty (180) days prior to the Stated Expiration Date, or otherwise does not consummate such reimbursement at least sixty (60) days prior to the Stated Expiration Date (other than as a result of Tenant's acts or omissions in violation of this Lease), then Landlord shall be deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements. If Landlord elects or is deemed to have elected not to reimburse Tenant for such Tenant Material Capital Improvements in accordance with the foregoing sentence, Tenant shall have the option to either (1) prior to the Stated Expiration Date, remove such Tenant Material Capital Improvements and restore the affected Leased Property to the same or better condition existing prior to such Tenant Material Capital Improvement being constructed, at Tenant's sole cost and expense, in which event such Tenant Material Capital Improvements shall be owned by Tenant, or (2) leave the applicable Tenant Material Capital Improvements at the Leased Property at the Stated Expiration Date, at no cost to Landlord, in which event such Tenant Material Capital Improvements shall be owned by Landlord.

(f) Landlord MCI Financing. In the event of an Accepted MCI Financing Proposal, Tenant shall provide Landlord with the following prior to any advance of funds under such Landlord MCI Financing:

(i) any information, certificates, licenses, permits or documents reasonably requested by Landlord which are necessary and obtainable to confirm that Tenant will be able to use the Material Capital Improvements upon completion thereof in accordance with the Primary Intended Use, including all required federal, state or local government licenses and approvals;

(ii) an officer's certificate and, if requested, a certificate from Tenant's Architect providing appropriate backup information, setting forth in reasonable detail the projected or actual costs related to such Material Capital Improvements;

(iii) except to the extent covered by the amendment referenced in clause (iv) below, a construction loan and/or funding agreement (and such other related instruments and agreements), in a form reasonably agreed to by Landlord and Tenant, reflecting the terms of the Landlord MCI Financing, setting forth the terms of the Accepted MCI Financing Proposal, and without additional requirements on Tenant (including, without limitation, additional bonding or guaranty requirements) except those which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal;

(iv) except to the extent covered by the construction loan and/or funding agreement referenced in clause (iii) above, an amendment to this Lease, in a form reasonably agreed to by Landlord and Tenant, which may include, among other things, an increase in the Rent (in amounts as agreed upon by the Parties pursuant to the Accepted MCI Financing Proposal), and other provisions as may be necessary or appropriate;

(v) a deed conveying title to Landlord to any additional Land acquired for the purpose of constructing the Material Capital Improvement, free and clear of any liens or

encumbrances except those approved by Landlord, and accompanied by (x) an owner's policy of title insurance insuring the Fair Market Ownership Value of fee simple or leasehold (as applicable) title to such Land and any improvements thereon, free of any exceptions other than liens and encumbrances that do not materially interfere with the intended use of the Leased Property or are otherwise approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (y) an ALTA survey thereof;

(vi) if Landlord obtains a lender's policy of title insurance in connection with such Landlord MCI Financing, for each advance, endorsements to any such policy of title insurance reasonably satisfactory in form and substance to Landlord (i) updating the same without any additional exception except those that do not materially affect the value of such land and do not interfere with the intended use of the Leased Property, or as may otherwise be permitted under this Lease, or as may be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) increasing the coverage thereof by an amount equal to the then-advanced cost of the Material Capital Improvement; and

(vii) such other billing statements, invoices, certificates, endorsements, opinions, site assessments, surveys, resolutions, ratifications, lien releases and waivers and other instruments and information which are reasonable and customary and consistent in all respects with this Section 10.4 and the terms of the Accepted MCI Financing Proposal.

In the event that (1) Tenant is unable, for reasons beyond Tenant's reasonable control, to satisfy any of the requirements set forth in this Section 10.4(f) (and Landlord is unable or unwilling to waive the same), (2) Landlord and Tenant are unable (despite good faith efforts continuing for at least sixty (60) days after agreement on the Accepted MCI Financing Proposal) to agree on any of the requirements of, or the form of any document required under, this Section 10.4(f), or (3) Landlord fails or refuses to consummate the Landlord MCI Financing and/or advance funds thereunder, then, notwithstanding anything to the contrary in this Section 10.4, Tenant shall be entitled to use then-existing, or, subject to Article XVII, enter into a new, Third-Party MCI Financing for such Material Capital Improvement or use Cash to pay for such Material Capital Improvement, without any requirement to send a further Tenant's MCI Intent Notice to Landlord, provided, that such Material Capital Improvement shall be treated hereunder as a Tenant Material Capital Improvement, unless the circumstances described in clause (1) shall have occurred.

### **10.5 Minimum Capital Expenditures.**

#### **(a) Minimum Capital Expenditures.**

(i) Annual Minimum Cap Ex Requirement. During each full Fiscal Year during the Term, commencing upon the first (1st) full Fiscal Year during the Term, measured as of the last day of each such Fiscal Year, on a collective basis for CEOC and its subsidiaries, Tenant and Other Tenants shall expend Capital Expenditures and Other Capital Expenditures in an aggregate amount equal to no less than the Annual Minimum Cap Ex Amount (the "Annual Minimum Cap Ex Requirement").

(ii) Annual Minimum Per-Lease B&I Cap Ex Requirement. During each full Fiscal Year during the Term, commencing upon the first (1st) full Fiscal Year during the Term, measured as of the last day of each such Fiscal Year, Tenant shall expend Capital Expenditures with respect to the Leased Property in an aggregate that, when combined with the amount of Non-CPLV Capital Expenditures expended with respect to the Non-CPLV Leased Property, is equal to at least one percent (1%) of the sum of (a) the Net Revenue from the Facility for the prior Fiscal Year plus (b) the Net Revenue (as defined in the Non-CPLV Lease) from the Non-CPLV Facility for the prior Fiscal Year, on Capital Expenditures and Non-CPLV Capital Expenditures that, in each case, constitute installation or restoration and repair or other improvements of items with respect to (x) the Leased Property under this Lease and (y) the Non-CPLV Leased Property under the Non-CPLV Lease (the "Annual Minimum Per-Lease B&I Cap Ex Requirement"). In the event of expiration, cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise), except for a cancellation or termination due to Landlord's failure to extend the term thereof where Landlord was required to do so hereunder, prior to the expiration date of this Lease, including extensions and renewals granted thereunder, then, for purposes of calculating the amount of Net Revenue from the Facility for determining the Annual Minimum Per-Lease B&I Cap Ex Requirement, the Net Revenue attributable to the portion of the Leased Property subject to such Ground Lease for the Lease Year immediately prior to such expiration, cancellation or termination of such Ground Lease thereafter shall continue to be included in the calculation of Net Revenue (except to the extent such Ground Lease is replaced by a replacement Ground Lease for all or substantially all of such portion of the Leased Property).

(iii) Triennial Minimum Cap Ex Requirement A. During each full Triennial Period during the Term, commencing upon the first (1st) full Triennial Period during the Term, measured as of the last day of each such Triennial Period, on a collective basis for CEOC and its subsidiaries, Tenant and Other Tenants shall expend Capital Expenditures and Other Capital Expenditures in an aggregate amount equal to no less than the Triennial Minimum Cap Ex Amount A (the "Triennial Minimum Cap Ex Requirement A").

(iv) Triennial Minimum Cap Ex Requirement B. During each full Triennial Period during the Term, commencing upon the first (1st) full Triennial Period during the Term, measured as of the last day of each such Triennial Period, Tenant shall expend Capital Expenditures in an aggregate amount that, when combined with the amount of Non-CPLV Capital Expenditures expended by Other Tenants under the Non-CPLV Lease, is equal to no less than the greater of (a) the amount which, when added to the amount of Other Capital Expenditures (other than Non-CPLV Capital Expenditures) expended by the Other Tenants (other than the Other Tenants under the Non-CPLV Lease) toward the Triennial Minimum Cap Ex Requirement B (as defined in the Other Leases) during the same time period, equals the Triennial Minimum Cap Ex Amount B, but in no event more than the Triennial Allocated Minimum Cap Ex Amount B Ceiling, and (b) the Triennial Allocated Minimum Cap Ex Amount B Floor (the "Triennial Minimum Cap Ex Requirement B").

(v) Partial Periods. If the initial or final portion of the Term of this Lease is a partial calendar year (i.e., the Commencement Date of this Lease is other than January 1 or the Expiration Date is other than December 31, as applicable; any such partial calendar year, a “Stub Period”), then the Triennial Minimum Cap Ex Amount A and Triennial Minimum Cap Ex Amount B shall be adjusted as follows: (a) the initial (or final, as applicable) Triennial Period under this Lease shall be expanded so that it covers both the Stub Period and the first (1st) (or final, as applicable) full period of three calendar years during the Term, (b) the Triennial Minimum Cap Ex Amount A for such expanded initial (or final, as applicable) Triennial Period shall be equal to (x) Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00), plus (y) the product of the Stub Period Multiplier (as defined below) multiplied by One Hundred Sixty-Five Million and No/100 Dollars (\$165,000,000.00) (and (i) the Services Co Capital Expenditures allocated by Services Co to Tenant or CEOC during such expanded initial (or final, as applicable) Triennial Period shall not exceed (x) Seventy-Five Million and No/100 Dollars (\$75,000,000.00) plus (y) the product of the Stub Period Multiplier multiplied by Twenty Five Million and No/100 Dollars (\$25,000,000.00), and (ii) the Capital Expenditures in respect of the London/Chester Properties during such expanded initial (or final, as applicable) Triennial Period shall not exceed (x) Thirty Million and No/100 Dollars (\$30,000,000.00) plus (y) the product of the Stub Period Multiplier multiplied by Ten Million and No/100 Dollars (\$10,000,000.00)), (c) the Triennial Minimum Cap Ex Amount B for such expanded initial (or final, as applicable) Triennial Cap Ex Calculation Period shall be equal to (x) Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), plus (y) the product of the Stub Period Multiplier multiplied by One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00), and (d) the Triennial Allocated Minimum Cap Ex Amount B Floor for such expanded initial (or final, as applicable) Triennial Period shall remain unchanged from the amounts then in effect. Notwithstanding the foregoing, in the event that (1) the Triennial Minimum Cap Ex Amount A is reduced in accordance with the definition thereof, then (A) the Four Hundred Ninety-Five Million and No/100 Dollars (\$495,000,000.00) in the foregoing clause (b)(x) shall be modified to reflect the Triennial Minimum Cap Ex Amount A then in effect at the time of determination and (B) the One Hundred Sixty-Five Million and No/100 Dollars (\$165,000,000.00) in the foregoing clause (b)(y) shall be modified to reflect the Triennial Minimum Cap Ex Amount A then in effect divided by three (3), and (2) the Triennial Minimum Cap Ex Amount B is reduced in accordance with the definition thereof, then (A) the Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) in the foregoing clause (c)(x) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect at the time of determination and (B) the One Hundred Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six and No/100 Dollars (\$116,666,666.00) in the foregoing clause (c)(y) shall be modified to reflect the Triennial Minimum Cap Ex Amount B then in effect divided by three (3). The term “Stub Period Multiplier” means a fraction, expressed as a percentage, the numerator of which is the number of days occurring in a Stub Period, and the denominator of which is three hundred sixty-five (365). For the avoidance of doubt, if the Expiration Date of this Lease is other than the

last day of a Fiscal Year, then Tenant's compliance with each of the Minimum Cap Ex Requirements during the applicable periods preceding such Expiration Date that would otherwise end after such Expiration Date shall be measured as of such Expiration Date and be subject to the prorations set forth above.

(vi) Acquisitions of Material Property. If any real property having a value greater than Fifty Million and No/100 Dollars (\$50,000,000.00) is acquired by Landlord or its Affiliate and included in this Lease or an Other Lease as part of the Leased Property or Other Leased Property (as applicable), then the Minimum Cap Ex Requirements shall be adjusted as may be agreed upon by Landlord and Tenant in connection with such acquisition and the inclusion of such property as Leased Property or Other Leased Property hereunder or thereunder.

(vii) Dispositions of Material Property. In the event of a termination of this Lease or partial or total termination of an Other Lease or the disposition of any Material Leased Property or Material London/Chester Property, in each case for which the Minimum Cap Ex Amounts are to be decreased in accordance herewith, and such termination or disposition occurs on any day other than the first (1st) day of a Fiscal Year, then, for purposes of determining Required Capital Expenditures and adjusting the Minimum Cap Ex Requirements, as applicable, such termination or disposition and the associated reduction in the Minimum Cap Ex Requirements each shall be deemed to have occurred on the first (1st) day of the then-current Fiscal Year, such that Capital Expenditures with respect to the applicable terminated or disposed property shall not be counted toward the calculation of Required Capital Expenditures for such entire Fiscal Year, and the Minimum Cap Ex Requirements shall be adjusted (as applicable) to reflect such termination or disposition as applicable and the associated reduction in the Minimum Cap Ex Requirements for such entire Fiscal Year.

(viii) Application of Capital Expenditures. For the avoidance of doubt: (A) Required Capital Expenditures counted toward satisfying one of the Minimum Cap Ex Requirements also shall count (to the extent applicable) toward satisfying the other Minimum Cap Ex Requirements to the extent otherwise provided herein; (B) expenditures with respect to any property that is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests; (C) expenditures with respect to any property acquired by CEOC or its subsidiaries after the Commencement Date which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" nor count toward the Minimum Cap Ex Requirements for purposes of the Leased Property Tests or the All Property Tests, and (D) expenditures with respect to any property (other than the London/Chester Properties) which is not included as Leased Property or Other Leased Property under this Lease or an Other Lease (as applicable) shall not constitute "Capital Expenditures" or count towards the Minimum Cap Ex Requirements for purposes of the All Property Tests.

(ix) Unavoidable Delays. In the event an Unavoidable Delay occurs during any full Fiscal Year or full Triennial Period during the Term that delays Tenant's or CEOC's ability to perform Capital Expenditures prior to the expiration of such period, the applicable period for satisfying the Minimum Cap Ex Requirements applicable to such Fiscal Year or Triennial Period (as applicable) during which such Unavoidable Delay occurred shall be extended, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's or CEOC's ability to perform the Capital Expenditures, up to a maximum extension in each instance of one (1) Fiscal Year (for the Annual Minimum Cap Ex Requirement and the Annual Minimum Per-Lease B&I Cap Ex Requirement) or one (1) Triennial Period (for the Triennial Minimum Cap Ex Requirement A and the Triennial Minimum Cap Ex Requirement B). For the avoidance of doubt, Tenant's obligation to satisfy the Minimum Cap Ex Requirements during any period during which an Unavoidable Delay did not occur shall not be extended as a result of the occurrence of an Unavoidable Delay during a prior period.

(x) Certain Remedies. The Parties acknowledge that Tenant's agreement to satisfy the Minimum Cap Ex Requirements as required in this Lease is a material inducement to Landlord's agreement to enter into this Lease, the MLSA and the other Lease/MLSA Related Agreements and, accordingly, if Tenant fails to expend Capital Expenditures (or deposit funds into the Cap Ex Reserve) as and when required by this Lease and then, further, fails to cure such failure within sixty (60) days of receipt of written notice of such failure from Landlord, then the same shall be a Tenant Event of Default hereunder, and without limitation of any of Landlord's other rights and remedies, Landlord shall have the right to seek the remedy of specific performance to require Tenant to expend the Required Capital Expenditures (or deposit funds into the Cap Ex Reserve). Furthermore, for the avoidance of doubt, and without limitation of Guarantor's obligations under the MLSA (and as more particularly provided therein), Tenant acknowledges and agrees that the obligation of Tenant to expend the Required Capital Expenditures (or deposit funds into the Cap Ex Reserve) as provided in this Lease in each case constitutes a part of the monetary obligations of Tenant that are guaranteed by the Guarantor under the MLSA and, with respect to Required Capital Expenditures required to be spent during the Term, shall survive termination of this Lease.

(b) Cap Ex Reserve.

(i) Deposits in Lieu of Expenditures. Notwithstanding anything to the contrary set forth in this Lease, if Tenant and Other Tenants do not expend Capital Expenditures and Other Capital Expenditures sufficient to satisfy the Minimum Cap Ex Requirements, then, so long as, as of the last date when such Minimum Cap Ex Requirements may be satisfied hereunder, there are Cap Ex Reserve Funds (as defined below) and Cap Ex Reserve Funds (as defined in each Other Lease) on deposit in the Cap Ex Reserve (as defined below) or in the Cap Ex Reserve (as defined in each Other Lease) in an aggregate amount at least equal to such deficiency, then Tenant shall not be deemed to be in breach or default of its obligations hereunder to satisfy the Minimum Cap Ex Requirements, provided that Tenant (or Other Tenants, as applicable), shall spend such amounts so deposited in the Cap Ex Reserve (as defined herein or in an Other Lease, as applicable) within six (6) months after the last date when the Minimum Cap Ex

Requirements to which such amounts relate may be satisfied hereunder (subject to extension in the event of an Unavoidable Delay during such six (6) month period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform the Capital Expenditures). For the avoidance of doubt, any funds disbursed from the Cap Ex Reserve and spent on Capital Expenditures as described in this Section shall be applied to the Minimum Cap Ex Requirements for the period for which such funds were deposited (and shall be deemed to be the funds that have been in the Cap Ex Reserve for the longest period of time) and shall not be applied to the Minimum Cap Ex Requirements for the subsequent period in which they are actually spent.

(ii) Deposits into Cap Ex Reserve. Tenant may, at its election, at any time, deposit funds (the "Cap Ex Reserve Funds") into an Eligible Account held by Tenant (the "Cap Ex Reserve"). If required by Fee Mortgagee, Landlord and Tenant shall (and, if applicable, Tenant shall cause Manager to) enter into a customary and reasonable control agreement for the benefit of Fee Mortgagee and Landlord with respect to the Cap Ex Reserve. Tenant shall not commingle Cap Ex Reserve Funds with other monies held by Tenant or any other party. All interest on Cap Ex Reserve Funds shall be for the benefit of Tenant and added to and become a part of the Cap Ex Reserve and shall be disbursed in the same manner as other monies deposited in the Cap Ex Reserve. Tenant shall be responsible for payment of any federal, state or local income or other tax applicable to the interest earned on the Cap Ex Reserve Funds credited or paid to Tenant.

(iii) Disbursements from Cap Ex Reserve. Tenant shall be entitled to use Cap Ex Reserve Funds solely for the purpose of paying for (or reimbursing Tenant for) the cost of Capital Expenditures. Subject to compliance by Tenant with the provisions of the Fee Mortgage Documents to the extent Tenant is required to comply therewith pursuant to Article XXXI hereof, Landlord shall permit disbursements to Tenant of Cap Ex Reserve Funds from the Cap Ex Reserve to pay for Capital Expenditures or to reimburse Tenant for Capital Expenditures, within ten (10) days following written request from Tenant, which request shall specify the amount of the requested disbursement and a general description of the type of Capital Expenditures to be paid or reimbursed using such Cap Ex Reserve Funds. Tenant shall not make a request for disbursement from the Cap Ex Reserve (x) more frequently than once in any calendar month nor (y) in amounts less than Fifty Thousand and No/100 Dollars (\$50,000.00). Any Cap Ex Reserve Funds remaining in the Cap Ex Reserve on satisfaction of the Minimum Cap Ex Requirements for which such Cap Ex Reserve Funds were deposited or on the Expiration Date shall be returned by Landlord to Tenant, provided that Landlord shall have the right to apply Cap Ex Reserve Funds remaining on the Expiration Date against any amounts owed by Tenant to Landlord as of the Expiration Date and/or the sum of any remaining Required Capital Expenditures required to have been incurred prior to the Expiration Date.

(iv) Security Interest in Cap Ex Reserve Funds. Tenant grants to Landlord a first-priority security interest in the Cap Ex Reserve and all Cap Ex Reserve Funds, as additional security for performance of Tenant's obligations under this Lease. Landlord shall have the right to collaterally assign the security interest granted to Landlord in the Cap Ex Reserve and Cap Ex Reserve Funds to any Fee Mortgagee. Notwithstanding the

foregoing or anything herein to the contrary, (i) Landlord may not foreclose upon the lien on the Cap Ex Reserve and Cap Ex Reserve Funds, and Fee Mortgagee may not apply the Cap Ex Reserve Funds against the Fee Mortgage, in each case prior to the occurrence of both (x) Landlord's Enforcement Condition and (y) the termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, (ii) any time during which a Tenant Event of Default is continuing, Fee Mortgagee may apply Cap Ex Reserve Funds toward the payment of Capital Expenditures incurred by Tenant, and (iii) Landlord shall have the right to use Cap Ex Reserve Funds as provided in Section 10.5(e) (in which event, such expenditures of Cap Ex Reserve Funds shall be deemed Capital Expenditures of Tenant for purposes of the Required Capital Expenditures). Landlord acknowledges that a Permitted Leasehold Mortgagee may have a Lien on the Cap Ex Reserve, provided that such Lien in favor of a Permitted Leasehold Mortgagee is subject and subordinate to the first priority lien thereon in favor of Landlord as set forth in the Intercreditor Agreement.

(c) Capital Expenditures Report. Within thirty (30) days after the end of each calendar month during the Term, Tenant shall submit to Landlord a report, substantially in the form attached hereto as Exhibit C setting forth, with respect to such month, on an unaudited, Facility-by-Facility basis, (A) revenues for the Leased Property and the Other Leased Property, (B) Capital Expenditures with respect to the Leased Property, (C) Other Capital Expenditures with respect to the Other Leased Property, and (D) aggregate Services Co Capital Expenditures on a year-to-date basis and the portion thereof allocated to CEOC, Tenant and its subsidiaries (and a description of the methodology by which such allocation was made). Landlord shall keep each such report confidential in accordance with Section 41.22 of this Lease.

(d) Annual Capital Budget. Tenant shall furnish to Landlord, for informational purposes only, a copy of the annual capital budget for the Facility for each Fiscal Year, in each case (x) contemporaneously with Other Tenant's delivery to the applicable landlord of the applicable annual capital budget for such Fiscal Year pursuant to the Other Lease, and (y) not later than fifty-five (55) days following the commencement of the Fiscal Year to which such annual capital budget relates. For the avoidance of doubt, without limitation of Tenant's Capital Expenditure requirements pursuant to Section 10.5(a), Tenant shall not be required to comply with such annual capital budget and it shall not be a breach or default by Tenant hereunder in the event Tenant deviates from such annual capital budget.

(e) Self-Help. In order to facilitate Landlord's completion of any work, repairs or restoration of any nature that are required to be performed by Tenant in accordance with any provisions hereof, upon the occurrence of the earlier of (i) an Event of Default by Tenant hereunder, and (ii) any default by Tenant in the performance of such work under this Lease or as required by any applicable Additional Fee Mortgage Requirement, then, so long as (x) Landlord has provided Tenant thirty (30) days' prior written notice thereof and Tenant has not cured such default within such thirty day period) and (y) an "Event of Default" has occurred under the Fee Mortgage Documents, Landlord shall have the right, from and after the occurrence of a default beyond applicable notice and cure periods under any applicable Fee Mortgage Documents, to enter onto the Leased Property and perform any and all such work and labor necessary as reasonably determined by Landlord to complete any work required by Tenant hereunder or expend any sums therefor and/or employ watchmen to protect the Leased Property from damage (collectively, the "Landlord Work"). In connection with the foregoing, Landlord shall have the



right: (i) to use any funds in the Cap Ex Reserve for the purpose of making or completing such Landlord Work; (ii) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for such purposes; (iii) to pay, settle or compromise all existing bills and claims which are or may become Liens against the Leased Property, or as may be necessary or desirable for the completion of such Landlord Work, or for clearance of title; (iv) to execute all applications and certificates in the name of Tenant which may be required by any of the contract documents; (v) to prosecute and defend all actions or proceedings in connection with the Leased Property or the rehabilitation and repair of the Leased Property; and (vi) to do any and every act which Tenant might do in its own behalf to complete the Landlord Work. Nothing in this Lease shall: (1) make Landlord responsible for making or completing any Landlord Work; (2) require Landlord to expend funds in addition to the Cap Ex Reserve to make or complete any Landlord Work; (3) obligate Landlord to proceed with any Landlord Work; or (4) obligate Landlord to demand from Tenant additional sums to make or complete any Landlord Work.

## ARTICLE XI

### LIENS

(a) Subject to the provisions of Article XII relating to permitted contests, Tenant will not directly or indirectly create or allow to remain and will promptly discharge at its expense any lien, encumbrance, attachment, title retention agreement or claim upon the Leased Property or any portion thereof or any attachment, levy, claim or encumbrance in respect of the Rent, excluding, however, (i) this Lease; (ii) the matters that existed as of the Commencement Date with respect to the Leased Property or any portion thereof; (iii) restrictions, liens and other encumbrances which are consented to in writing by Landlord (such consent not to be unreasonably withheld, conditioned or delayed); (iv) liens for Impositions which Tenant is not required to pay hereunder (if any); (v) Subleases permitted by Article XXII and any other lien or encumbrance expressly permitted under the provisions of this Lease; (vi) liens for Impositions not yet delinquent or being contested in accordance with Article XII, provided that Tenant has provided appropriate reserves to the extent required under GAAP and any foreclosure or similar remedies with respect to such Impositions have not been instituted and no notice as to the institution or commencement thereof has been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (vii) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (1) the payment of such sums shall not be postponed under any related contract for more than sixty (60) days after the completion of the action giving rise to such lien unless being contested in accordance with Article XII and such reserve or other appropriate provisions as shall be required by law or GAAP shall have been made therefor and no foreclosure or similar remedies with respect to such liens has been instituted and no notice as to the institution or commencement thereof have been issued except to the extent such institution or commencement is stayed no later than twenty (20) days after such notice is issued; (2) any such liens are in the process of being contested as permitted by Article XII; or (3) in the event any foreclosure action is commenced under any such lien, Tenant shall immediately remove, discharge or bond over such lien; (viii) any liens created by Landlord; (ix) liens related to equipment leases or equipment financing for Tenant's Property which are used or useful in Tenant's business on the Leased Property or any portion thereof, provided that the payment of any sums due under such equipment leases or equipment financing shall either (1) be paid as and when due in accordance

with the terms thereof, or (2) be in the process of being contested as permitted by Article XII (and provided that a lienholder's removal of any such Tenant's Property from the Leased Property shall be subject to all applicable provisions of this Lease, and, without limitation, Tenant or such lienholder shall restore the Leased Property from any damage effected by such removal); (x) liens granted as security for the obligations of Tenant and its Affiliates under a Permitted Leasehold Mortgage (and the documents relating thereto); provided, however, in no event shall the foregoing be deemed or construed to permit Tenant to encumber the Leasehold Estate (or a Subtenant to encumber its subleasehold interest) in the Leased Property or any portion thereof (other than, in each case, to a Permitted Leasehold Mortgagee or otherwise to the extent expressly permitted hereunder), without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion; and provided further that upon request Tenant shall be required to provide Landlord with fully executed copies of any and all Permitted Leasehold Mortgages; and (xi) except as otherwise expressly provided in this Lease, easements, rights-of-way, restrictions (including zoning restrictions), covenants, encroachments, protrusions and other similar charges or encumbrances, and minor title deficiencies on or with respect to the Leased Property or any portion thereof, in each case whether now or hereafter in existence, not individually or in the aggregate materially interfering with the conduct of the business on the Leased Property for the Primary Intended Use, taken as a whole. For the avoidance of doubt, nothing contained herein shall be deemed or construed to prohibit the issuance of a lien on the Equity Interests in Tenant (it being agreed that any foreclosure by a lien holder on such interests in Tenant shall be subject to the restrictions on transfers of interests in Tenant and Change of Control set forth in Article XXII) or to prohibit Tenant from pledging (A) its Tenant's Property as collateral (1) in connection with financings of equipment and other purchase money indebtedness or (2) to secure Permitted Leasehold Mortgages, or (B) its Accounts and other property of Tenant (other than Tenant's Property); provided that, (x) all such pledges (other than those described in the foregoing clause (1)) of Tenant's Pledged Property shall be subject and subordinate to the security interest granted to Landlord pursuant to Section 6.3, and (y) Tenant shall in no event pledge to any Person that is not granted a Permitted Leasehold Mortgage hereunder any of Tenant's Property to the extent that such Tenant's Property cannot be removed from the Leased Property without (I) damaging or impairing the Leased Property (other than in a de minimis manner), (II) impairing in any material respect the operation of the Facility for its Primary Intended Use, or (III) impairing in any material respect Landlord's or any Successor Tenant's ability to acquire the Successor Assets at the expiration or termination of the Term in accordance with Section 36.1 (after giving effect to the repayment of any indebtedness encumbering the Successor Assets and release of any liens thereon as required by such Section 36.1).

## ARTICLE XII

### PERMITTED CONTESTS

Tenant, upon prior written notice to Landlord (except that no such notice shall be required to be given by Tenant to Landlord with respect to matters not exceeding Five Million and No/100 Dollars (\$5,000,000.00)), on its own or in Landlord's name, at Tenant's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any licensure or certification decision (including pursuant to any Gaming Regulation), imposition of any disciplinary action, including

both monetary and nonmonetary, pursuant to any Gaming Regulation, Imposition, Legal Requirement, Insurance Requirement, lien, attachment, levy, encumbrance, charge or claim; provided, that (i) in the case of an unpaid Imposition, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Landlord and from the Leased Property; (ii) neither the Leased Property or any portion thereof, the Rent therefrom nor any part or interest in either thereof would be in any danger of being sold, forfeited, attached or lost pending the outcome of such proceedings; (iii) in the case of a Legal Requirement, neither Landlord nor Tenant would be in any imminent danger of criminal or material civil liability for failure to comply therewith pending the outcome of such proceedings; (iv) in the case of a Legal Requirement, Imposition, lien, encumbrance or charge, Tenant shall deliver to Landlord security in the form of cash, cash equivalents or a Letter of Credit, if and as may be reasonably required by Landlord to insure ultimate payment of the same and to prevent any sale or forfeiture of the Leased Property or any portion thereof or the Rent by reason of such non-payment or noncompliance; (v) in the case of an Insurance Requirement, the coverage required by Article XIII shall be maintained; (vi) upon Landlord's request, Tenant shall keep Landlord reasonably informed as to the status of the proceedings; and (vii) if such contest be finally resolved against Landlord or Tenant, Tenant shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Landlord, at Tenant's expense, shall execute and deliver to Tenant such authorizations and other documents as may reasonably be required in any such contest, and, if reasonably requested by Tenant or if Landlord so desires, Landlord shall join as a party therein. The provisions of this Article XII shall not be construed to permit Tenant to contest the payment of Rent or any other amount (other than Impositions or Additional Charges contested in accordance herewith) payable by Tenant to Landlord hereunder. Tenant shall indemnify, defend, protect and save Landlord harmless from and against any liability, cost or expense of any kind that may be imposed upon Landlord in connection with any such contest and any loss resulting therefrom, except to the extent resulting from actions independently taken by Landlord (other than actions taken by Landlord at Tenant's direction or with Tenant's consent).

ARTICLE XIII

INSURANCE

**13.1 General Insurance Requirements.** During the Term, Tenant shall, at its own cost and expense, maintain the minimum kinds and amounts of insurance described below. Such insurance shall apply to the ownership, maintenance, use and operations related to the Leased Property and all property located in or on the Leased Property (including Capital Improvements and Tenant's Property). Except for policies insured by Tenant's captive insurers, all policies shall be written with insurers authorized to do business in all states where Tenant operates and shall maintain A.M Best ratings of not less than "A-" "X" or better in the most recent version of Best's Key Rating Guide. In the event that any of the insurance companies' ratings fall below the requirements set forth above, Tenant shall have one hundred eighty (180) days within which to replace such insurance company with an insurance company that qualifies under the requirements set forth above. It is understood that Tenant may utilize so called Surplus lines companies and will adhere to the standard above.

(a) Property Insurance.

(i) Property insurance shall be maintained on the Leased Property (including barges and vessels used for gaming), Capital Improvements and Tenant's Property against loss or damage under a policy with coverage not less than that found on Insurance Services Office (ISO) "Causes of Loss – Special Form" and ISO "Building and Personal Property Form" or their equivalent forms (e.g., an "all risk" policy), in a manner consistent with the commercially reasonable practices of similarly situated companies engaged in the same or similar businesses operating in the same or similar location. Such property insurance policy shall be in an amount not less than Two Billion and No/100 Dollars (\$2,000,000,000.00) and shall apply on a replacement cost basis; provided, that Tenant shall have the right (i) to limit maximum insurance coverage for loss or damage by earthquake (including earth movement) to a minimum amount of the projected ground up loss with a 500-year return period (as determined annually by an independent firm using RMS catastrophe modeling software or equivalent, and taking into account all locations insured under Tenant's property insurance, including other locations owned, leased or managed by Tenant), and (ii) to limit maximum insurance coverage for loss or damage by named windstorms per occurrence to a minimum amount of the projected ground up loss (including storm surge) with a 500-year return period (as determined annually by an independent firm using RMS catastrophe software or equivalent, and taking into account all locations insured under Tenant's property insurance, including other locations owned, leased or managed by Tenant); (iii) to limit maximum insurance coverage for loss or damage by flood to a minimum amount of Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), to the extent commercially available; provided, further, that in the event the premium cost of any earthquake, flood, named windstorm or terrorism peril (as required by Section 13.1(b)) coverages are available only for a premium that is more than two and one-half (2.5) times the premium paid by Tenant for the third (3rd) year preceding the date of determination for the insurance policy contemplated by this Section 13.1(a), then Tenant shall be entitled and required to purchase the maximum amount of insurance coverage it reasonably deems most efficient and prudent to purchase for such peril and Tenant shall not be required to spend additional funds to purchase additional coverages insuring against such risks; and provided, further, that certain property coverages other than earthquake, flood and named windstorm may be sub-limited as long as each sub-limit is commercially reasonable and prudent as determined by Tenant and to the extent that the amount of such sub-limit is less than the amount of such sub-limit in effect as of the Commencement Date, such sub-limit is approved by Landlord, such approval not to be unreasonably withheld.

(ii) Such property insurance policy shall include, subject to Section 13.1(a)(i) above: (i) agreed amount coverage and/or a waiver of any co-insurance; (ii) building ordinance coverage (ordinance or law) including loss of the undamaged portions, the cost of demolishing undamaged portions, and the increased cost of rebuilding; and also including, but not limited to, any non-conforming structures or uses; (iii) equipment breakdown coverage (boiler and machinery coverage); (iv) debris removal; and (v) business interruption coverage in an amount not less than two (2) years of Rent and containing an Extended Period of Indemnity endorsement for an additional minimum six months period. Subject to Section 13.1(a)(i), the property policy shall cover: wind/windstorm, earthquake/earth movement and flood and any sub-limits applicable to

wind (e.g. named storms), earthquake and flood are subject to the approval of Landlord and Fee Mortgagee. Such policy shall (i) name Landlord as an additional insured and "loss payee" for its interests in the Leased Property and Rent; (ii) name each Fee Mortgagee and Permitted Leasehold Mortgagee as an additional insured, and (iii) include a New York standard mortgagee clause in favor of each Fee Mortgagee and Permitted Leasehold Mortgagee. Except as otherwise set forth herein, any property insurance loss adjustment settlement associated with the Leased Property shall require the written consent of Landlord, Tenant, and each Fee Mortgagee (to the extent required under the applicable Fee Mortgage Documents) unless the amount of the loss net of the applicable deductible is less than One Hundred Million and No/100 Dollars (\$100,000,000.00) in which event no consent shall be required.

(b) Property Terrorism Insurance. Property Insurance shall be maintained for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and acts of terrorism and sabotage not certified by TRIPRA, with limits no less than One Billion Five Hundred Million and No/100 Dollars (\$1,500,000,000.00) per occurrence for acts of terrorism covered by the Terrorism Risk Insurance Program Authorization Act of 2015 (TRIPRA) and Two Hundred Twenty-Five Million and No/100 Dollars (\$225,000,000.00) for acts of terrorism and sabotage not certified by TRIPRA. Both coverages shall apply to property damage and business interruption. The provisions relating to loss payees, additional insureds and mortgagee clauses set forth in Section 13.1(a) above shall also apply to the coverages required by this Section 13.1(b). If Tenant uses one or more of its captive insurers to provide this insurance coverage, the captive(s) must secure and maintain reinsurance from one or more reinsurers for those amounts which are not insured by the Federal Government, and which are in excess of a commercially reasonable policy deductible. Such reinsurers are subject to the same minimum financial ratings set forth in Section 13.1. In the event TRIPRA is not extended or renewed, Landlord and Tenant shall mutually agree (in accordance with the procedures set forth in Section 13.6) upon replacement insurance requirements applicable to terrorism related risks.

(c) Flood Insurance. With respect to any portion of the Leased Property that is security under a Fee Mortgage, if at any time the area in which such Leased Property is located is designated a "Special Flood Hazard Area" as designated by the Federal Emergency Management Agency (or any successor agency), Tenant shall obtain separate flood insurance through the National Flood Insurance Program. Such flood insurance may be provided as part of Section 13.1(a) Property Insurance above.

(d) Workers Compensation and Employers Liability Insurance. Workers compensation insurance as required by applicable state statutes and Employers Liability. This insurance shall include endorsements applicable to (i) Longshore and Harbor Workers Compensation Act; and (ii) Maritime Coverage (including transportation, wages, maintenance and cure, if not otherwise covered by Section 13.1(g) Marine Liability Insurance).

(e) Commercial General Liability Insurance. For bodily injury, personal injury, advertising injury and property damage on an occurrence form with coverage no less than ISO Form CG 0001 or equivalent. This policy shall include the following coverages: (i) Liquor Liability; (ii) Named Peril/Time Element Pollution, to the extent commercially available to operators of properties similar to the subject Leased Property; (iii) Watercraft Liability, to the extent commercially available to operators of properties similar to the subject Leased Property; (iv) Terrorism Liability; and (v) a Separation of Insureds Clause.

(f) Business Auto Liability Insurance. For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles (ISO Form CA 00 01 or equivalent).

(g) Marine Liability Insurance. If Tenant utilizes watercraft in its operations or special events, for bodily injury and property damage (Protection and Indemnity) on an occurrence form. If not covered by the other insurance policies required by this Article XIII, this policy shall include the following coverages: (i) Liquor Liability; (ii) Pollution Liability; and (iii) injuries to captains and crew. To the extent commercially available at a reasonable price, this policy shall contain a Separation of Insureds clause. This coverage may be met through the combination of primary marine liability and excess liability coverage.

(h) Excess Liability Insurance. Excess Liability coverage shall be maintained over the required Employers Liability, Commercial General Liability, Business Auto Liability and Marine Liability policies in an amount not less than Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) per occurrence and in the aggregate annually (where applicable). The annual aggregate limit applicable to Commercial General Liability shall apply per location. Tenant will use commercially reasonable efforts to obtain coverage as broad as the underlying insurance, including Terrorism Liability coverage, so long as such coverage is available at a commercially reasonable price.

(i) Pollution Liability Insurance. For claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks. If this policy is provided on a "claims made" basis (i) the retroactive date shall remain as June 26, 1998 for legal liability; and (ii) coverage shall be maintained for two (2) years after the Term.

**13.2 Name of Insureds**. Except for the insurance required pursuant to Section 13.1(d), all insurance provided by Tenant as required by this Article XIII shall include Landlord (including specified Landlord related entities as directed by Landlord) as a loss payee (solely with respect to the insurance required pursuant to Section 13.1(a), Section 13.1(b) and Section 13.1(c)), named insured or additional insured without restrictions beyond the restrictions that apply to Tenant and may include any Permitted Leasehold Mortgagee as an additional insured; provided, however, the insurance required pursuant to Section 13.1(i) and Section 13.1(g) shall be permitted to include Landlord (including specified Landlord related entities as directed by Landlord) as an additional insured without the requirement that such policy expressly include language that such coverage is without restrictions beyond the restrictions that apply to Tenant. The coverage provided to the additional insureds by Tenant's insurance policies must be at least as broad as that provided to the first named insured on each respective policy. For avoidance of doubt, Landlord looks exclusively to Tenant's insurance policies to protect itself from claims arising from the Leased Property and Capital Improvements. The required insurance policies shall protect Landlord against Landlord's acts with respect to the Leased Property in the same

manner that they protect Tenant against its acts with respect to the Leased Property. Except for the insurance required pursuant to Section 13.1(d) with respect to Workers Compensation and Employers Liability, the required insurance policies shall be endorsed to include others as additional insureds as required by Landlord and/or the Fee Mortgage Documents and/or Permitted Leasehold Mortgagee. The insurance protection afforded to all insureds (whether named insureds or additional insureds) shall be primary and shall not contribute with any insurance or self-insurance programs maintained by such insureds (including deductibles and self-insured retentions).

**13.3 Deductibles or Self-Insured Retentions.** Tenant may self-insure such risks that are customarily self-insured by companies of established reputation engaged in the same general line of business in the same general area. All increases in deductibles and self-insured retentions (collectively referred to as “Deductibles” in this Article XIII) that apply to the insurance policies required by this Article XIII are subject to approval by Landlord, with such approval not to be unreasonable withheld, conditioned or delayed. Tenant is solely responsible for all Deductibles related to its insurance policies. The Deductibles Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date.

**13.4 Waivers of Subrogation.** Landlord shall not be liable for any loss or damage insured by the insurance policies required to be maintained under this Article XIII and policies issued by Tenant’s captive insurers (including related Deductibles), it being understood that (i) Tenant shall look solely to its insurance for the recovery of such loss or damage; and (ii) such insurers shall have no rights of subrogation against Landlord. Each insurance policy shall contain a clause or endorsement which waives all rights of subrogation against Landlord, Fee Mortgagees and other entities or individuals as reasonably requested by Landlord.

**13.5 Limits of Liability and Blanket Policies.** The insured limits of liability maintained by Tenant shall be selected by Tenant in a manner consistent with the commercially reasonable practices of similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. The limits of liability Tenant has in effect as of the Commencement Date satisfy the requirements of this Section as of the Commencement Date. The insurance required by this Article XIII may be effected by a policy or policies of blanket insurance and/or by a combination of primary and excess insurance policies (all of which may insure additional properties owned, operated or managed by Tenant or its Affiliates), provided each policy shall be satisfactory to Landlord, acting reasonably, including, the form of the policy, provided such policies comply with the provisions of this Article XIII.

**13.6 Future Changes in Insurance Requirements.**

(a) In the event one or more additional locations become Leased Property or Capital Improvements during the Term, whether through acquisition, lease, new construction or other means, Landlord may reasonably amend the insurance requirements set forth in this Article XIII to properly address new risks or exposures to loss, in accordance with the procedures set forth in this Section 13.6(a). For example, for construction projects, different forms of insurance may be required, such as builders risk, and Landlord and Tenant shall mutually agree upon insurance requirements applicable to the construction contractors. Tenant and Landlord shall

work together in good faith to exchange information (including proposed construction agreements) and ascertain appropriate insurance requirements prior to Tenant being required to amend its insurance under this Section 13.6(a); provided, however, that any revision to insurance shall only be required if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control.

(b) In the event that (1) the operations of Tenant change in the future, and Tenant believes adjustments in Deductibles, insured limits or coverages are warranted, (2) Tenant desires to increase one or more Deductibles, reduce limits of liability below those in place as of the Commencement Date or materially reduce coverage, or (3) not more than once during any twelve (12) month period (or more frequently in connection with the requirements of a Fee Mortgage), Landlord reasonably determines that the insurance carried by Tenant is not, for any reason (whether by reason of the type, coverage, deductibles, insured limits, the reasonable requirements of Fee Mortgagees, or otherwise) commensurate with insurance customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location, the party seeking the change will advise the other party in writing of the requested insurance revision. Tenant and Landlord shall work together in good faith to determine whether the requested insurance revision shall be made; provided, however, that any revision to insurance shall only be made if the revised insurance would be customarily maintained by similarly situated tenants engaged in the same or similar businesses operating in the same or similar location as the Leased Property. If Tenant and Landlord are unable to reach a resolution within thirty (30) days of the original notice of requested revision, the arbitration provisions set forth in Section 34.2 shall control. Solely with respect to the insurance required by Section 13.1(h) above, in no event shall the outcome of an insurance revision pursuant to this Section 13.6 require Tenant to carry insurance in an amount which exceeds the product of (i) the amounts set forth in Section 13.1(h) hereof and (ii) the CPI Increase.

**13.7 Notice of Cancellation or Non-Renewal.** Each required insurance policy shall contain an endorsement requiring thirty (30) days prior written notice to Landlord, Fee Mortgagees and Leasehold Mortgagees of any cancellation or non-renewal. Ten (10) days' prior written notice shall be required for cancellation for non-payment of premium. Tenant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to Landlord and others as directed by Landlord.

**13.8 Copies of Documents.** Tenant shall provide (i) binders evidencing renewal coverages no later than the applicable renewal date of each insurance policy required by this Article XIII; and (ii) copies of all insurance policies required by this Article XIII (including policies issued by Tenant's captive insurers which are in any way related to the required policies, including policies insuring Deductibles), within one hundred and twenty days (120) after inception date of each, and if additionally required, within ten (10) days of written request by Landlord. In addition, Tenant will supply documents that are related to the required insurance policies on January 1 of each calendar year during the Term and three (3) years afterwards, and as otherwise requested in writing by Landlord. Such documents shall be in formats reasonably acceptable to Landlord and include, but are not limited to, (i) statements of property value by



location, (ii) risk modeling reports (e.g., named storms and earthquake), (iii) actuarial reports, (iv) loss/claims reports, (v) detailed summaries of Tenant's insurance policies and, as respects Tenant's captive insurers the most recent audited financial statements (including notes therein) and reinsurance agreements. Landlord shall hold the contents of the documents provided by Tenant as confidential; provided that Landlord shall be entitled to disclose the contents of such documents to its insurance consultants, attorneys, accountants and other agents in connection with the administration and/or enforcement of this Lease, and (ii) to any Fee Mortgagees, Permitted Leasehold Mortgagees and potential lenders and their respective representatives, and (iii) as may be required by applicable laws. Landlord shall utilize commercially reasonable efforts to cause each such person or entity to enter into a written agreement to maintain the confidentiality thereof for the benefit of Landlord and Tenant.

**13.9 Certificates of Insurance.** Certificates of insurance, evidencing the required insurance, shall be delivered to Landlord on the Commencement Date, annually thereafter, and upon written request by Landlord. If required by any Fee Mortgagee, Tenant shall provide endorsements and written confirmations that all premiums have been paid in full.

**13.10 Other Requirements.** Tenant shall comply with the following additional provisions:

(a) Prior to the date of the refinancing of (a) that certain Indenture, dated April 17, 2014, among Caesars Growth Properties Holdings, LLC, Caesars Growth Properties Finance, Inc., the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, (b) that certain First Lien Credit Agreement, dated May 8, 2014, among Caesars Growth Properties Parent, LLC, Caesars Growth Properties Holdings, LLC, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, (c) that certain First Lien Credit Agreement, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Las Vegas, LLC, Harrah's Atlantic City Holding, Inc., Rio Properties, LLC, Flamingo Las Vegas Holding, LLC, Harrah's Laughlin, LLC, Paris Las Vegas Holding, LLC, the lenders party thereto and Citicorp North America, Inc. as administrative agent and collateral agent, (d) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holding, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee, and (e) that certain Indenture, dated October 11, 2013, among Caesars Entertainment Resort Properties, LLC, Caesars Entertainment Resort Properties Finance, Inc., Harrah's Atlantic City Holdings, Inc., Harrah's Las Vegas, LLC, Harrah's Laughlin, LLC, Flamingo Las Vegas Holding, LLC, Paris Las Vegas Holding, LLC, Rio Properties, LLC, the subsidiary guarantors party thereto, and U.S. Bank National Association (collectively, the "Refinancing"), in the event of a catastrophic loss or multiple losses at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that (1) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII, (2) at least one such property affected by the catastrophic loss(es) is the Facility hereunder or under an Other Lease (in either case, a "Subject Facility") and (3) at least one other such property affected by the catastrophic loss(es) is not a Subject Facility, then the property and

terrorism insurance proceeds received in connection with such catastrophic loss(es) shall be allocated amongst the affected properties pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property.

(b) From and after the date of the Refinancing, in the event of a catastrophic loss or multiple losses at multiple properties owned or leased directly or indirectly by CEC and that are insured by CEC, then in the case that at least one such property is a Subject Facility and at least one other such property is not a Subject Facility, if (A) such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII and any such property that is not a Subject Facility is (w) directly or indirectly managed but not directly or indirectly owned by CEC, (x) not wholly owned, directly or indirectly, by CEC, (y) subject to a ground lease with a landlord party that is neither Landlord nor its affiliates, or (z) is financed on a stand-alone basis, then the insurance proceeds received in connection with such catastrophic loss or multiple losses shall be allocated pro-rata based on the insured values of the impacted properties, with no property receiving an allocation exceeding the loss suffered by such property, and (B) if such catastrophic loss or multiple losses exhaust any per occurrence or aggregate insurance limits under the property or terrorism insurance policies required by this Article XIII and no property that is not a Subject Facility is a property described in clauses (w) through (z) above, the property(ies) that is a Subject Facility shall have first priority to insurance proceeds from the property policy or terrorism policy in connection with such catastrophic loss or multiple losses up to the reasonably anticipated amount of loss with respect to the Subject Facility. Any property or terrorism insurance proceeds allocable to a Subject Facility pursuant to clause (B) above shall be paid to Landlord (or the landlord under the Other Lease, as applicable) and applied in accordance with the terms of this Lease (or the Other Lease, as applicable).

(c) In the event Tenant shall at any time fail, neglect or refuse to insure the Leased Property (including barges and vessels used for gaming) and Capital Improvements, or is not in full compliance with its obligations under this Article XIII, Landlord may, at its election, procure replacement insurance. In such event, Landlord shall disclose to Tenant the terms of the replacement insurance. Tenant shall reimburse Landlord for the cost of such replacement insurance within thirty (30) days after Landlord pays for the replacement insurance. The cost of such replacement insurance shall be reasonable considering the then-current market.

## ARTICLE XIV

### CASUALTY

**14.1 Property Insurance Proceeds.** All proceeds (except business interruption not allocated to rent expenses, if any) payable by reason of any property loss or damage to the Leased Property, or any portion thereof, under any property policy of insurance required to be carried hereunder shall be paid to Fee Mortgagee or to an escrow account held by a third party depository reasonably acceptable to Landlord, Tenant and, if applicable, the Fee Mortgagee (in each case pursuant to an escrow agreement reasonably acceptable to the Parties and the Fee Mortgagee and intended to implement the terms hereof, and made available to Tenant upon request for the reasonable costs of preservation, stabilization, restoration, reconstruction and repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion

thereof; provided, however, that the portion of any such proceeds that are attributable to Tenant's obligation to pay Rent shall be applied against Rent due by Tenant hereunder; and provided, further, that if the total amount of proceeds payable net of the applicable deductibles is Twenty Million and No/100 Dollars (\$20,000,000.00) or less, and, if no Tenant Event of Default has occurred and is continuing, the proceeds shall be paid to Tenant and, subject to the limitations set forth in this Article XIV used for the repair of any damage to or restoration or reconstruction of the Leased Property in accordance with Section 14.2. For the avoidance of doubt, any insurance proceeds payable by reason of (i) loss or damage to Tenant's Property and/or Tenant Material Capital Improvements, or (ii) business interruption shall be paid directly to and belong to Tenant. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property in accordance herewith shall be provided to Tenant. So long as no Tenant Event of Default is continuing, Tenant shall have the right to prosecute and settle insurance claims, provided that, in connection with insurance claims exceeding Twenty Million and No/100 Dollars (\$20,000,000.00), Tenant shall consult with and involve Landlord in the process of adjusting any insurance claims under this Article XIV and any final settlement with the insurance company for claims exceeding Twenty Million and No/100 Dollars (\$20,000,000.00) shall be subject to Landlord's consent, such consent not to be unreasonably withheld, conditioned or delayed.

#### **14.2 Tenant's Obligations Following Casualty**

(a) In the event of a Casualty Event with respect to the Facility or any portion thereof (to the extent the proceeds of insurance in respect thereof are made available to Tenant as and to the extent required under the applicable escrow agreement), (i) Tenant shall restore such Facility (or any applicable portion thereof, excluding, at Tenant's election, any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the Facility such that the Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement, provided that with respect to any Tenant Material Capital Improvement that is not rebuilt, Tenant shall repair and thereafter maintain the portions of the Facility affected by the loss or damage of such Tenant Material Capital Improvement in a condition commensurate with the quality, appearance and use of the balance of the Facility and satisfying the Facility's parking requirements) to substantially the same condition as existed immediately before such damage or otherwise in a manner reasonably satisfactory to Landlord, and (ii) the damage caused by the applicable Casualty Event shall not terminate this Lease; provided, however, that if the applicable Casualty Event shall occur not more than two (2) years prior to the then-Stated Expiration Date and the cost to restore the Facility (excluding for avoidance of doubt any affected Tenant Material Capital Improvements that Tenant is not required to restore) to the condition immediately preceding the Casualty Event, as determined by a mutually approved contractor or architect, would equal or exceed twenty-five percent (25%) of the Fair Market Ownership Value of the Facility immediately prior to the time of such damage or destruction, then each of Landlord and Tenant shall have the option, exercisable in such Party's sole and absolute discretion, to terminate this Lease, upon written notice to the other Party hereto delivered to such other Party within thirty (30) days of the determination of the amount of damage and the Fair Market Ownership Value of the Facility and, if such option is exercised by either Landlord or Tenant, this Lease shall terminate and Tenant shall not be required to restore the Facility and any insurance proceeds payable as a result of the damage or destruction shall be payable in accordance with Section 14.2(c). Notwithstanding anything to the contrary contained

herein, if a Casualty Event occurs (and/or if the determination of the amount of damage and/or the thirty (30) day period referred to in the preceding sentence is continuing) at a time when Tenant could send a Renewal Notice (provided, for this purpose, Tenant shall be permitted to send a Renewal Notice under Section 1.4 not more than twenty-four (24) months (rather than not more than eighteen (18) months) prior to the then current Stated Expiration Date), if Tenant has elected or elects to exercise the same at any time following Tenant's receipt of such notice of termination from Landlord, neither Landlord nor Tenant may terminate this Lease under this Section 14.2(a).

(b) If the cost to restore the Leased Property exceeds the amount of proceeds received from the insurance required to be carried hereunder, (subject to Section 14.2(e)) Tenant's restoration obligations hereunder shall continue unimpaired, and Tenant shall provide Landlord with evidence reasonably acceptable to Landlord that Tenant has (or is reasonably expected to have) available to it any excess amounts needed to restore the Leased Property to the condition required hereunder. Such excess amounts shall be paid by Tenant.

(c) In the event neither Landlord nor Tenant is required or elects to repair and restore the Leased Property, all insurance proceeds (except business interruption), other than proceeds reasonably attributed to any Tenant Material Capital Improvements (or other property owned by Tenant), which proceeds shall be and remain the property of Tenant, shall be paid to and retained by Landlord (after reimbursement to Tenant for any reasonably-incurred expenses in connection with the subject Casualty Event) free and clear of any claim by or through Tenant except as otherwise specifically provided below in this Article XIV.

(d) If Tenant fails to complete the restoration of the Facility and gaming operations do not recommence substantially in the same manner as prior to the applicable Casualty Event by the date that is the fourth (4th) anniversary of the date of any Casualty Event (subject to extension in the event of an Unavoidable Delay during such four (4) year period, on a day-for-day basis, for the same amount of time that such Unavoidable Delay affects Tenant's ability to perform such restoration in accordance with this Section 14.2), then, without limiting any of Landlord's rights and remedies otherwise, all remaining insurance proceeds shall be paid to and retained by Landlord free and clear of any claim by or through Tenant, provided, that, so long as no Tenant Event of Default has occurred and is continuing, Landlord agrees to use such remaining proceeds for repair and restoration with respect to such Casualty Event.

(e) If, and solely to the extent that, the damage resulting from any applicable Casualty Event is not an insured event under the insurance policies required to be maintained by Tenant under this Lease, then Tenant shall not be obligated to restore the Leased Property in respect of the damage from such Casualty Event.

**14.3 No Abatement of Rent.** Except as expressly provided in this Article XIV, this Lease shall remain in full force and effect and Tenant's obligation to pay Rent and all Additional Charges required by this Lease shall remain unabated during any period following a Casualty Event.

**14.4 Waiver.** Tenant waives any statutory rights of termination which may arise by reason of any damage or destruction of the Leased Property but such waiver shall not affect any contractual rights granted to Tenant under this Lease.

**14.5 Insurance Proceeds and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, Landlord shall require that any Fee Mortgage Documents (including, without limitation, with respect to the Existing Fee Mortgage) shall permit Tenant to rebuild in accordance with the terms and provisions of this Lease (and any such Fee Mortgage Documents shall expressly provide that Tenant or Landlord, as applicable, is entitled to the applicable insurance proceeds in accordance with the terms and provisions of this Lease).

## ARTICLE X

### EMINENT DOMAIN

**15.1 Condemnation.** Tenant shall promptly give Landlord written notice of the actual or threatened Condemnation or any Condemnation proceeding affecting the Leased Property of which Tenant has knowledge and shall deliver to Landlord copies of any and all papers served in connection with the same.

(a) Total Taking. If the Leased Property is subject to a total and permanent Taking, this Lease shall automatically terminate as of the day before the date of such Taking or Condemnation.

(b) Partial Taking. If a portion (but not all) of the Leased Property (and, without limitation, any Capital Improvements with respect thereto) is subject to a permanent Taking ("Partial Taking"), this Lease shall remain in effect so long as the Facility is not thereby rendered Unsuitable for its Primary Intended Use, and Rent shall be adjusted in accordance with the Rent Reduction Amount with respect to the subject portion; provided, however, that if the remaining portion of the Facility is rendered Unsuitable for Its Primary Intended Use, this Lease shall terminate as of the day before the date of such Taking or Condemnation.

(c) Restoration. If there is a Partial Taking and this Lease remains in full force and effect, Landlord shall make available to Tenant the Award to be applied first to the restoration of the Leased Property in accordance with this Lease and, to the extent required hereby, any affected Tenant Material Capital Improvements, and thereafter as provided in Section 15.2. In such event, subject to receiving such Award, Tenant shall accomplish all necessary restoration in accordance with the following sentence (whether or not the amount of the Award received by Tenant is sufficient) and the Rent shall be adjusted in accordance with the Rent Reduction Amount. Tenant shall restore the Leased Property (excluding any Tenant Material Capital Improvement, unless such Tenant Material Capital Improvement is integrated into the Facility such that the Facility could not practically or safely be operated without restoring such Tenant Material Capital Improvement) as nearly as reasonably possible under the circumstances to a complete architectural unit of the same general character and condition as the Leased Property existing immediately prior to such Taking.

**15.2 Award Distribution.** Except as set forth below and in Section 15.1(c) hereof, the Award resulting from the Taking shall be paid as follows: (i) first, to Landlord to the extent of the Fair Market Ownership Value of Landlord's interest in the Leased Property subject to the Taking (excluding any Tenant Material Capital Improvements), (ii) second, to Tenant to the extent of the Fair Market Property Value of Tenant's Property and any Tenant Material Capital Improvements subject to the Taking (but for avoidance of doubt, not including any amount for any unexpired portion of the Term), and (iii) third, any remaining balance shall be paid to Landlord. Notwithstanding the foregoing, Tenant shall be entitled to pursue its own claim with respect to the Taking for Tenant's lost profits value and moving expenses and, the portion of the Award, if any, allocated to any Tenant Material Capital Improvements and Tenant's Property, shall be and remain the property of Tenant free of any claim thereto by Landlord.

**15.3 Temporary Taking.** The taking of the Leased Property, or any part thereof, shall constitute a Taking by Condemnation only when the use and occupancy by the taking authority has continued for longer than one hundred eighty (180) consecutive days. During any shorter period, which shall be a temporary taking, all the provisions of this Lease shall remain in full force and effect and the Award allocable to the Term shall be paid to Tenant.

**15.4 Condemnation Awards and Fee Mortgagee.** Notwithstanding anything herein (including, without limitation, Article XXXI hereof) or in any Fee Mortgage Documents to the contrary, Landlord shall require that any Fee Mortgage Documents (including, without limitation, with respect to the Existing Fee Mortgage) shall permit Tenant to rebuild in accordance with the terms and provisions of this Lease (and any such Fee Mortgage Documents shall expressly provide that Tenant or Landlord, as applicable, is entitled to the applicable Award in accordance with the terms and provisions of this Lease).

## ARTICLE XV

### IDEFAULTS & REMEDIES

**16.1 Tenant Events of Default.** Any one or more of the following shall constitute a "Tenant Event of Default":

(a) Tenant shall fail to pay any installment of Rent when due and such failure is not cured within ten (10) days after written notice from Landlord of Tenant's failure to pay such installment of Rent when due (and such notice of failure from Landlord may be given any time after such installment of Rent is one (1) day late);

(b) Tenant shall fail to pay any Additional Charge (excluding, for the avoidance of doubt the Minimum Cap Ex Amount) within ten (10) days after written notice from Landlord of Tenant's failure to pay such Additional Charge when due (and such notice of failure from Landlord may be given any time after such payment of any Additional Charge is one (1) day late);

(c) Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall:

(i) file a petition in bankruptcy or a petition to take advantage of any insolvency law or statute under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law;

(ii) make an assignment for the benefit of its creditors; or

(iii) consent to the appointment of a receiver of itself or of the whole or substantially all of its property;

(d) (i) Tenant shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Tenant, a receiver of Tenant or of all or substantially all of Tenant's property, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

(ii) Unless the Guarantor EOD Conditions exist, Guarantor shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of Guarantor, a receiver of Guarantor or of all or substantially all of Guarantor's property, or approving a petition filed against Guarantor seeking reorganization or arrangement of Guarantor under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(e) entry of an order or decree liquidating or dissolving Tenant, Manager or, unless the Guarantor EOD Conditions exist, Guarantor, provided that the same shall not constitute a Tenant Event of Default if (i) such order or decree shall be vacated, set aside or stayed within ninety (90) days from the date of the entry thereof, or (ii) with respect to Manager only, (x) Manager is not an Affiliate of Tenant, or (y) another wholly-owned subsidiary of CEC assumes the MLSA and the other Lease/MLSA Related Agreements to which Manager is a party;

(f) Tenant shall fail to cause the Facility to be Operated (as defined in the MLSA) in a Non-Discriminatory (as defined in the MLSA) manner, in accordance with the Operating Standard (as defined in the MLSA) and subject to Manager's Standard of Care (as defined in the MLSA) (in each case as and to the extent required under the MLSA, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2 of the MLSA, but subject to Section 5.9.1 of the MLSA), which failure would reasonably be expected to have a material and adverse effect on Landlord (taken as a whole with "Landlord" as defined under the Non-CPLV Lease) or on the Facility (taken as a whole with the Non-CPLV Facilities), and which failure is not cured within thirty (30) days following notice thereof from Landlord to Tenant; provided that, if: (i) such failure is not susceptible of cure within such thirty (30) day period; and (ii) such failure would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, such thirty (30) day cure

period shall be extended for such time as is necessary (but in no event longer than ninety (90) days) to cure such failure so long as Tenant commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure);

(g) the estate or interest of Tenant in the Leased Property or any part thereof shall be levied upon or attached in any proceeding relating to more than Twenty-Five Million and No/100 Dollars (\$25,000,000.00), and the same shall not be vacated, discharged or stayed pending appeal (or paid or bonded or otherwise similarly secured payment) within the later of ninety (90) days after commencement thereof or thirty (30) days after receipt by Tenant of notice thereof from Landlord; provided, however, that such notice shall be in lieu of and not in addition to any notice required under applicable law;

(h) if Tenant or, unless the Guarantor EOD Conditions exist, Guarantor shall fail to pay, bond, escrow or otherwise similarly secure payment of one or more final judgments aggregating in excess of the amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), which judgments are not discharged or effectively waived or stayed for a period of forty-five (45) consecutive days;

(i) unless the Guarantor EOD Conditions exist, a Lease Guarantor Event of Default shall occur under the MLSA;

(j) intentionally omitted;

(k) intentionally omitted;

(l) if a Licensing Event with respect to Tenant under clause (a) of the definition of Licensing Event shall occur and is not resolved in accordance with Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities;

(m) Tenant fails to comply with any Additional Fee Mortgagee Requirements, which default is not cured within the applicable cure period set forth in the Fee Mortgage Documents, if the effect of such default is to cause, or to permit the holder or holders of the applicable Fee Mortgage (or a trustee or agent on behalf of such holder or holders) to cause, such Fee Mortgage to become or be declared due and payable (or redeemable) prior to its stated maturity;

(n) a transfer of Tenant's interest in this Lease (including pursuant to a Change in Control) shall have occurred without the consent of Landlord to the extent such consent is required under Article XXII or Tenant is otherwise in default of the provisions set forth in Section 22.1 below;

(o) if Tenant shall fail to observe or perform any other term, covenant or condition of this Lease and such failure is not cured within thirty (30) days after written notice thereof from Landlord, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day



period shall be extended for such time as is reasonably necessary for Tenant in the exercise of due diligence to cure such failure, provided that, with respect to any failure to perform (i) that is still continuing on or after the first day of the sixth (6<sup>th</sup>) Lease Year such cure period shall not extend beyond the later of such first day of the sixth (6<sup>th</sup>) Lease Year or one-hundred and eighty (180) days in the aggregate, and (ii) that is first arising on or after the first day of the sixth (6<sup>th</sup>) Lease Year, such cure period shall not exceed one-hundred and eighty (180) days in the aggregate, provided, further however, that no Tenant Event of Default under this clause (o) or under clause (q) below shall be deemed to exist under this Lease during any time the curing thereof is prevented by an Unavoidable Delay, provided that upon the cessation of the Unavoidable Delay, Tenant remedies the default within the time periods otherwise required hereunder;

(p) (i) A “Tenant Event of Default” (as defined in the Non-CPLV Lease) shall occur the Non-CPLV Lease, or (ii) so long as the Existing Fee Financing has not been replaced with replacement financing, a “Tenant Event of Default” (as defined in the CPLV Lease) shall occur under the CPLV Lease;

(q) the occurrence of a Tenant Event of Default pursuant to Section 10.5(a)(x);

(r) unless the Guarantor EOD Conditions exist, if Guarantor shall, in any judicial or quasi-judicial case, action or proceeding, contest (or collude with or otherwise affirmatively assist any other Person, or solicit or cause to be solicited any other Person to contest) the validity or enforceability of Guarantor’s obligations under the MLSA, (or any Qualified Replacement Guarantor’s obligations under a Replacement Guaranty); and

(s) if Tenant shall fail to comply with any of the provisions, terms or conditions of any Ground Lease in effect as of the Commencement Date (or any renewals thereof) with respect to any of the Continuous Operation Facilities as required under Section 7.3 hereof, which failure is not cured within the applicable time period set forth in the applicable Ground Lease and the effect of such failure is to permit the applicable Ground Lessor to terminate such Ground Lease or to result in the Ground Lease being terminated pursuant to the terms thereof.

Notwithstanding anything contained herein to the contrary, (x) Landlord shall deliver all notices required pursuant to Section 16.1 concurrently to Tenant and Guarantor and (y) a default by Tenant under any Permitted Leasehold Mortgage shall not in and of itself be a Tenant Event of Default hereunder (it being understood that if the circumstances that cause such default independently comprise a default hereunder that continues beyond all applicable notice and cure periods hereunder then such circumstances would cause a Tenant Default hereunder).

Notwithstanding the foregoing, (i) Tenant shall not be in breach of this Lease solely as a result of the exercise by the party (other than Tenant, CEC, CEOC or any of their respective Affiliates) to any of the Permitted Exception Documents of such party’s rights thereunder so long as Tenant undertakes commercially reasonable efforts to cause such party to comply or otherwise minimize such breach, and (ii) in the event that Tenant is required, under the express terms of any Permitted Exception Document(s), to take or refrain from taking any action, and taking or refraining from taking such action would result in a default under this Lease, then Tenant shall advise Landlord of the same, and Tenant and Landlord shall reasonably cooperate in order to address the same in a mutually acceptable manner, and so as to minimize any harm or liability to Landlord and to Tenant. For the avoidance of doubt, in no event shall a Permitted Exception Document excuse Tenant from its obligation to pay Rent or Additional Charges.

**16.2 Landlord Remedies.** Upon the occurrence and during the continuance of a Tenant Event of Default but subject to the provisions of Article XVII, Landlord may, subject to the terms of Section 16.3 below, do any one or more of the following: (x) terminate this Lease by giving Tenant no less than ten (10) days' notice of such termination and the Term shall terminate and all rights and obligations of Tenant under this Lease shall cease, subject to any provisions that expressly survive the Expiration Date, (y) seek damages as provided in Section 16.3 hereof or (z) except to the extent expressly otherwise provided under this Lease, exercise any other right or remedy hereunder, at law or in equity available to Landlord as a result of any Tenant Event of Default. Tenant shall pay as Additional Charges all costs and expenses incurred by or on behalf of Landlord, including reasonable and documented attorneys' fees and expenses, as a result of any Tenant Event of Default hereunder. Subject to Article XIX and Section 17.1(f) hereof, at any time upon or following the Expiration Date, Tenant shall, if required by Landlord to do so, immediately surrender to Landlord possession of the Leased Property and quit the same and Landlord may enter upon and repossess such Leased Property by reasonable force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other Persons and any of Tenant's Property therefrom. Landlord shall refrain from exercising any remedies pursuant to this Section during any applicable cure periods of Guarantor to the extent expressly provided in Section 17.2 of the MLSA.

(a) None of (i) the termination of this Lease, (ii) the repossession of the Leased Property, (iii) the failure of Landlord to relet the Leased Property or any portions thereof, (iv) the reletting of all or any portion of the Leased Property, or (v) the inability of Landlord to collect or receive any rentals due upon any such reletting, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive any such termination, repossession or reletting. Landlord and Tenant agree that Landlord shall have no obligation to mitigate Landlord's damages under this Lease.

(b) If this Lease shall terminate pursuant to Section 16.2(x) or if Landlord shall obtain a court order permitting reentry following the occurrence of a Tenant Event of Default that is continuing, then, in any such event, Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Leased Property to the extent permitted by law (including applicable Gaming Regulations), either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any Person therefrom, to the end that Landlord may have, hold and enjoy the Leased Property. The words "enter," "reenter," "entry" and "reentry," as used herein, are not restricted to their technical legal meanings.

(c) Notwithstanding anything herein to the contrary, if this Lease has been terminated by Landlord pursuant to this Section 16.2 and Manager is performing Transition Services (as defined in the Transition Services Agreement) as elected by Landlord in its sole discretion, then, at Landlord's election in accordance with the Transition Services Agreement, Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facility, collect and retain revenue therefrom, and pay Rent and Additional Charges (without duplication of any Rent and Additional

Charges required to be paid under Section 16.3), all in the manner required under Section 36.1, *mutatis mutandis*, for so long as Manager is performing Transition Services; provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement unless the Transition Period is then continuing.

### **16.3 Damages.**

(a) If Landlord elects to terminate this Lease in writing upon a Tenant Event of Default during the Term, Tenant shall forthwith (x) pay to Landlord all Rent due and payable under this Lease to and including the date of such termination (together with interest thereon at the Overdue Rate from the date the applicable amount was due), and (y) pay on demand all damages to which Landlord shall be entitled at law or in equity, provided, however, Landlord's damages with regard to unpaid Rent from and after the date of termination shall equal, as liquidated and agreed current damages in respect thereof, the sum of: (A) the worth at the time of award of the amount by which the unpaid Rent that (if the Lease had not been terminated) would have been payable hereunder after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus (B) (x) the Rent which (if the Lease had not been terminated) would have been payable hereunder from the time of award until the then Stated Expiration Date, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%), less (y) the Rent loss from the time of the award until the then Stated Expiration Date that Tenant proves could be reasonably avoided, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%). As used in clause (A), the "worth at the time of award" shall be computed by allowing interest at the Overdue Rate from the date the applicable amount was due. As used in clauses (A) and (B), Variable Rent that would have been payable after termination for the remainder of the Term shall be determined based on: (1) if the date of termination occurs during a Variable Rent Payment Period, the Variable Rent amount payable during such Variable Rent Payment Period (if the Lease had not been terminated), and (2) if the date of termination occurs prior to the commencement of any Variable Rent Payment Period, the Variable Rent that (if the Lease had not been terminated) would be payable after termination for the remainder of the Term, assuming Net Revenue for the balance of the Term equals Net Revenue for the Fiscal Period ending immediately prior to the date of termination (it being understood the foregoing calculation of damages for unpaid Rent applies only to the amount of unpaid Rent damages owed to Landlord pursuant to Tenant's obligation to pay Rent hereunder and does not prohibit or otherwise shall not limit Landlord from seeking damages for any indemnification or any other obligations of Tenant hereunder, with all such rights of Landlord reserved).

(b) Notwithstanding anything otherwise set forth herein, if Landlord chooses not to terminate Tenant's right to possession of the Leased Property (whether or not Landlord terminates this Lease) and has not been paid damages in accordance with Section 16.3(a), then each installment of Rent and all other sums payable by Tenant to or for the benefit of Landlord under this Lease shall be payable as the same otherwise becomes due and payable, together with, if any such amount is not paid when due, interest at the Overdue Rate from the date when due until paid, and Landlord may enforce, by action or otherwise, any other term or covenant of this

Lease (and Landlord may at any time thereafter terminate Tenant's right to possession of the Leased Property and seek damages under Section 16.3(a), to the extent not already paid for by Tenant under Section 16.3(a) or this Section 16.3(b)).

(c) If, as of the date of any termination of this Lease pursuant to Section 16.2(x), the Leased Property shall not be in the condition in which Tenant has agreed to surrender the same to Landlord at the expiration or earlier termination of this Lease, then Tenant, shall pay, as damages therefor, the cost (as estimated by an independent contractor reasonably selected by Landlord) of placing the Leased Property in the condition in which Tenant is required to surrender the same hereunder.

**16.4 Receiver.** Subject to the rights of Permitted Leasehold Mortgagees hereunder, upon the occurrence and continuance of a Tenant Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder, but subject to any limitations of applicable law (including Gaming Regulations), Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Leased Property and of the revenues, earnings, income, products and profits thereof, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

**16.5 Waiver.** If Landlord initiates judicial proceedings or if this Lease is terminated by Landlord pursuant to this Article XVI, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry or repossession or similar laws for the benefit of Tenant; and (ii) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

**16.6 Application of Funds.** Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Tenant Event of Default which are made to Landlord rather than Tenant due to the existence of a Tenant Event of Default shall be applied to Tenant's obligations in the order which Landlord may reasonably determine or as may be prescribed by applicable Legal Requirements.

**16.7 Landlord's Right to Cure Tenant's Default.** If Tenant shall fail to make any payment or to perform any act required to be made or performed hereunder when due including, without limitation, if Tenant fails to expend any Required Capital Expenditures as required hereunder or fails to complete any work or restoration or replacement of any nature as required hereunder, or if Tenant shall take any action prohibited hereunder, or if Tenant shall breach any representation or warranty comprising Additional Fee Mortgagee Requirements (and Landlord reasonably determines that such breach could be expected to give rise to an event of default or an indemnification obligation of Landlord under the applicable Fee Mortgage), or Tenant fails to comply with any Additional Fee Mortgagee Requirements (other than representations and warranties), in all cases, after the expiration of any cure period provided for herein, Landlord and/or its Affiliates, without waiving or releasing any obligation or default, may, but shall be under no obligation to, (i) make such payment or perform such act (or reimburse any Fee Mortgagee for making such payment or performing such act) for the account and at the expense of Tenant (including, in the event of a breach of any such representation or warranty, taking actions to cause such representation or warranty to be true), and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in

Landlord's reasonable opinion, may be necessary or appropriate therefor, and, (ii) subject to the terms of the applicable Fee Mortgage Documents, use funds in any Fee Mortgage Reserve Account for the purposes for which they were deposited in making any such payment or performing such act. All sums so paid (or reimbursed) by Landlord and/or any of its Affiliates and all costs and expenses, including reasonable attorneys' fees and expenses, so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Landlord and/or any of its Affiliates, shall be paid by Tenant to Landlord on demand as an Additional Charge.

#### **16.8 Miscellaneous.**

(a) Suit or suits for the recovery of damages, or for any other sums payable by Tenant to Landlord pursuant to this Lease, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease and the Term would have expired by limitation had there been no Tenant Event of Default, reentry or termination.

(b) No failure by either Party to insist upon the strict performance of any agreement, term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Lease to be performed or complied with by either Party, and no breach thereof, shall be or be deemed to be waived, altered or modified except by a written instrument executed by the Parties. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. In the event Landlord claims in good faith that Tenant has breached any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though reentry, summary proceedings or other remedies were not provided for in this Lease.

(c) Except to the extent otherwise expressly provided in this Lease, each right and remedy of a Party provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease.

(d) Nothing contained in this Article XVI or otherwise shall vitiate or limit Tenant's obligation to pay Landlord's attorneys' fees as and to the extent provided in Article XXXVII hereof, or any indemnification obligations under any express indemnity made by Tenant of Landlord or of any Landlord Indemnified Parties as contained in this Lease.

## TENANT FINANCING

**17.1 Permitted Leasehold Mortgages.**

(a) *Tenant May Mortgage the Leasehold Estate.* On one or more occasions, without Landlord's consent, Tenant may mortgage or otherwise encumber Tenant's estate in and to the Leased Property (the "Leasehold Estate") (or encumber the direct or indirect Equity Interests in Tenant) to one or more Permitted Leasehold Mortgagees under one or more Permitted Leasehold Mortgages and pledge its right, title and interest under this Lease as security for such Permitted Leasehold Mortgages or any related agreement secured thereby, provided, however, that, (i) in order for a Permitted Leasehold Mortgagee to be entitled to the rights and benefits pertaining to Permitted Leasehold Mortgagees pursuant to this Article XVII, such Permitted Leasehold Mortgagee must hold or benefit from a Permitted Leasehold Mortgage encumbering all of Tenant's Leasehold Estate granted to Tenant under this Lease (subject to exclusions with respect to items that are not capable of being mortgaged and that, in the aggregate, are de minimis) or at least eighty percent (80%) of the direct or indirect Equity Interests in Tenant at any tier of ownership, and (ii) no Person shall be deemed to be a Permitted Leasehold Mortgagee hereunder unless and until (a) such Person delivers a written agreement to Landlord providing that in the event of a termination of this Lease by Landlord pursuant to Section 16.2(x) hereof, such Permitted Leasehold Mortgagee and any Persons for whom it acts as representative, agent or trustee, will not use or dispose of any Gaming License for use at a location other than at the Facility to which such Gaming License relates as of the date of the closing of a Lease Foreclosure Transaction (or, in the case of any additional facility added to this Lease after such date, as of the date that such additional facility is added to the Lease), (b) the applicable Permitted Leasehold Mortgage shall include an express acknowledgement that any exercise of remedies thereunder that would affect the Leasehold Estate shall be subject and subordinate to the terms of this Lease and (c) to the extent such Person is granted a lien on Tenant's Pledged Property, such Person executes a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. Furthermore, as a condition to being deemed a Permitted Leasehold Mortgagee hereunder, each Permitted Leasehold Mortgagee is deemed to acknowledge and agree (and hereby does acknowledge and agree) that (x) any rejection of this Lease in any bankruptcy, insolvency, dissolution or other proceeding will be treated as a Non-Consented Lease Termination (as defined in the MLSA), unless in connection with such rejection of this Lease such Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) hereof to obtain a New Lease prior to the expiration of the period described therein, (y) subject to the terms and conditions of the Intercreditor Agreement, such Permitted Leasehold Mortgagee shall not take any action to prevent the rights of Landlord, Manager and Lease Guarantor under Article XXI of the MLSA, including to effect the actions required in connection with a Replacement Structure (as defined therein), and (z) that any foreclosure or realization by any Permitted Leasehold Mortgagee pursuant to a Permitted Leasehold Mortgage or upon Tenant's interest under this Lease or that would result in a transfer of all or any portion of Tenant's interest in the Leased Property or this Lease shall in any case be subject to the applicable provisions, terms and conditions of Article XXII hereof.

(b) Notice to Landlord.

(i) If Tenant shall, on one or more occasions, mortgage Tenant's Leasehold Estate pursuant to a Permitted Leasehold Mortgage and if the holder of such Permitted Leasehold Mortgage shall provide Landlord with written notice of such Permitted Leasehold Mortgage (which notice with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, in order to be effective, shall also state (or be accompanied by a notice of Tenant stating) the relative priority of all then-effective Permitted Leasehold Mortgages noticed to Landlord under this Section and shall be consented to in writing by all then-existing Permitted Leasehold Mortgagees) together with a true copy of such Permitted Leasehold Mortgage and the name and address of the Permitted Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such written notice by Landlord (which notice shall be accompanied by any items required pursuant to Section 17.1(a) above), the provisions of this Section 17.1 shall apply to each such Permitted Leasehold Mortgage. In the event of any assignment of a Permitted Leasehold Mortgage or in the event of a change of address of a Permitted Leasehold Mortgagee or of an assignee of such Permitted Leasehold Mortgage, written notice of such assignment or change of address and of the new name and address shall be provided to Landlord, and the provisions of this Section 17.1 shall continue to apply, provided such assignee is a Permitted Leasehold Mortgagee.

(ii) Landlord shall reasonably promptly following receipt of a communication purporting to constitute the notice provided for by subsection (b)(i) above (and such additional items requested by Landlord pursuant to the first sentence of Section 17.1(b)(iii)) acknowledge by written notice receipt of such communication as constituting the notice provided for by subsection (b)(i) above and confirming the status of the Permitted Leasehold Mortgagee as such or, in the alternative, notify Tenant and the Permitted Leasehold Mortgagee of the rejection of such communication and any such items as not conforming with the provisions of this Section 17.1 and specify the specific basis of such rejection.

(iii) After Landlord has received the notice provided for by subsection (b)(i) above, Tenant shall with reasonable promptness provide Landlord with copies of the Permitted Leasehold Mortgage, note or other obligations secured by such Permitted Leasehold Mortgage and any other documents pertinent to the Permitted Leasehold Mortgage reasonably requested by Landlord. Tenant shall thereafter also provide Landlord from time to time with a copy of each material amendment or other modification or supplement to such instruments. All recorded documents shall be accompanied by the appropriate recording stamp or other certification of the custodian of the relevant recording office as to their authenticity as true and correct copies of official records and all nonrecorded documents shall be accompanied by a certification by Tenant that such documents are true and correct copies of the originals. From time to time upon being requested to do so by Landlord, Tenant shall also notify Landlord of the date and place of recording and other pertinent recording data with respect to such instruments as have been recorded.

(iv) Notwithstanding the requirements of this Section 17.1(b), it is agreed and acknowledged that Tenant's Initial Financing (and the mortgages, security agreements and/or other loan documents in connection therewith) as of the date of this Lease shall be deemed a Permitted Leasehold Mortgage (with respect to which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i)) without the requirement that Tenant or Landlord comply with the initial requirements set forth in clauses (i) through (iii) above, (but, for the avoidance of doubt, Tenant's Initial Financing is not relieved of the requirement that it satisfy the requirements of Section 17.1(a), the last sentence of Section 17.1(b)(i)). In addition, for the avoidance of doubt, the Parties confirm that Tenant shall not be relieved of the requirement to comply with the final three (3) sentences of Section 17.1(b)(iii) with respect to Tenant's Initial Financing or any other financing with a Permitted Leasehold Mortgage.

(c) Default Notice to Permitted Leasehold Mortgagee. Landlord, upon providing Tenant any notice of default under this Lease, shall at the same time provide a copy of such notice to every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been sent, in the manner prescribed in Article XXXV of this Lease, to every such Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)(i) hereof. From and after the date such notice has been sent to a Permitted Leasehold Mortgagee, such Permitted Leasehold Mortgagee shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in subsections (d) and (e) of this Section 17.1 to remedy or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each such Permitted Leasehold Mortgagee (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Permitted Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Property by the Permitted Leasehold Mortgagee for such purpose.

(d) Right to Terminate Notice to Permitted Leasehold Mortgagee. Anything contained in this Lease to the contrary notwithstanding, if any Tenant Event of Default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease on account of such Tenant Event of Default unless Landlord shall notify every Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof that the period of time given Tenant to cure such default or act or omission has lapsed and, accordingly, Landlord has the right to terminate this Lease ("Right to Terminate Notice"). The provisions of subsection (e) below of this Section 17.1 shall apply if, during (x) the thirty (30) day period following Landlord's delivery of the Right to Terminate



Notice if such Tenant Event of Default is capable of being cured by the payment of money, or (y) the ninety (90) day period following Landlord's delivery of the Right to Terminate Notice, if such Tenant Event of Default is not capable of being cured by the payment of money, any Permitted Leasehold Mortgagee shall:

(i) notify Landlord of such Permitted Leasehold Mortgagee's desire to nullify such Right to Terminate Notice;

(ii) pay or cause to be paid all Rent, Additional Charges, and other payments (A) then due and in arrears as specified in the Right to Terminate Notice to such Permitted Leasehold Mortgagee, and (B) which may become due during such thirty (30) or ninety (90) day (as the case may be) period (as and when the same may become due); and

(iii) comply with or in good faith, with reasonable diligence and continuity, commence to comply with all nonmonetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Permitted Leasehold Mortgagee (e.g., defaults that are not personal to Tenant hereunder); provided, however, that such Permitted Leasehold Mortgagee shall not be required during such ninety (90) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee; and

(iv) during such thirty (30) or ninety (90) day period, the Permitted Leasehold Mortgagee shall respond, with reasonable diligence, to requests for information from Landlord as to the Permitted Leasehold Mortgagee's (and related lender's) intent to pay such Rent and other charges and comply with this Lease.

If the applicable default shall be cured pursuant to the terms and within the time periods allowed in this Section 17.1(d), this Lease shall continue in full force and effect as if Tenant had not defaulted under the Lease. If a Permitted Leasehold Mortgagee shall fail to take all of the actions described in this Section 17.1(d) prior to the deadlines set forth herein, such Permitted Leasehold Mortgagee shall have no further rights under this Section 17.1(d) or Section 17.1(e).

(e) Procedure on Default.

(i) If Landlord shall elect to terminate this Lease by reason of any Tenant Event of Default that has occurred and is continuing and a Permitted Leasehold Mortgagee shall have proceeded in the manner provided for by subsection (d) of this Section 17.1, the applicable cure periods available pursuant to Section 17.1(d) above shall continue to be extended so long as during such continuance:

(1) such Permitted Leasehold Mortgagee shall pay or cause to be paid the Rent, Additional Charges and other monetary obligations of Tenant under this Lease as the same become due, and continue its good faith efforts to perform or

cause to be performed all of Tenant's other obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Leased Property or any of Tenant's other assets that is/are (x) junior in priority to the lien of the mortgage or other security documents held by such Permitted Leasehold Mortgagee and (y) would be extinguished by the foreclosure of the Permitted Leasehold Mortgage that is held by such Permitted Leasehold Mortgagee and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Permitted Leasehold Mortgagee; and

(2) subject to and in accordance with Section 22.2(i), if not enjoined or stayed pursuant to a bankruptcy or insolvency proceeding or other judicial order, such Permitted Leasehold Mortgagee shall diligently continue to pursue acquiring or selling Tenant's interest in this Lease and the Leased Property (or, to the extent applicable, the direct or indirect interests in Tenant) by foreclosure of the Permitted Leasehold Mortgage or other appropriate means and diligently prosecute the same to completion.

(ii) Without limitation of Tenant's right to deliver a Renewal Notice, it is agreed that a Permitted Leasehold Mortgagee also shall have the right to deliver a Renewal Notice on behalf of Tenant during any period in which such Permitted Leasehold Mortgagee is complying with Section 17.1(d) or 17.1(e).

(iii) If a Permitted Leasehold Mortgagee is complying with subsection (e)(i) of this Section 17.1, upon the acquisition of Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) herein by such Permitted Leasehold Mortgagee, a Permitted Leasehold Mortgagee Designee or an assignee thereof permitted by Section 22.2(i) hereof, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease provided that such successor cures all outstanding defaults that can be cured through the payment of money and all other defaults that are reasonably susceptible of being cured as provided in said subsection (e)(i).

(iv) For the purposes of this Section 17.1, no Permitted Leasehold Mortgagee shall be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate hereby created by virtue of the Permitted Leasehold Mortgage so as to require such Permitted Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of this Lease (or, to the extent applicable, the direct or indirect interests in Tenant) (including a Permitted Leasehold Mortgagee if it is the purchaser at foreclosure) and of the Leasehold Estate hereby created in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignee or transferee of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall be subject to all of the provisions, terms and conditions of this Lease including, without limitation, Section 22.2(i) hereof.

(v) Notwithstanding any other provisions of this Lease, any Permitted Leasehold Mortgagee, Permitted Leasehold Mortgagee Designee or other acquirer of the Leasehold Estate of Tenant (or, to the extent applicable, the direct or indirect interests in Tenant) in accordance with the requirements of Section 22.2(i) of this Lease pursuant to foreclosure, assignment in lieu of foreclosure or other similar proceedings of this Lease may, upon acquiring Tenant's Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant), without further consent of Landlord, (x) sell and assign interests in the Leasehold Estate (or, to the extent applicable, the direct or indirect interests in Tenant) as and to the extent provided in this Lease, and (y) enter into Permitted Leasehold Mortgages in the same manner as the original Tenant, as and to the extent provided in this Lease, in each case under clause (x) or (y), subject to the terms of this Lease, including Article XVII and Section 22.2(i) hereof.

(vi) Notwithstanding any other provisions of this Lease, any sale of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in any proceedings for the foreclosure of any Permitted Leasehold Mortgage, or the assignment or transfer of this Lease and of the Leasehold Estate hereby created (or, to the extent applicable, the direct or indirect interests in Tenant) in lieu of the foreclosure of any Permitted Leasehold Mortgage, shall, solely if and to the extent such sale, assignment or transfer complies with the requirements of Section 22.2(i), hereof, be deemed to be a permitted sale, transfer or assignment of this Lease; provided, that the foreclosing Permitted Leasehold Mortgagee or purchaser at foreclosure sale or successor purchaser must either (a) become a party to the MLSA pursuant to Section 11.1 and Section 13.1 of the MLSA (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, Tenant must remain a party to the MLSA) and satisfy the requirements set forth in Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5), or (b) satisfy the requirements set forth in Section 22.2(i)(1)(A) and Sections 22.2(i)(2) through (5).

(f) New Lease. In the event that this Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default other than due to a default that is subject to cure by a Permitted Leasehold Mortgagee under Section 17.1(d) and Section 17.1(e) above, Landlord shall provide each Permitted Leasehold Mortgagee with written notice that this Lease has been rejected or terminated ("Notice of Termination"), and, for the avoidance of doubt, upon delivery of such Notice of Termination, no Permitted Leasehold Mortgagee shall have the rights as described in Section 17.1(d) and Section 17.1(e) above, but rather such Permitted Leasehold Mortgagee instead shall have the rights described in this Section 17.1(f)). Following any such rejection or termination, Landlord agrees to enter into a new lease ("New Lease") of the Leased Property with such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee for the remainder of the term of this Lease, effective as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all then-remaining options to renew but excluding requirements which have already been fulfilled) of this Lease, provided:

(i) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall comply with the applicable terms of Section 22.2;

(ii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall make a binding, written, irrevocable commitment to Landlord for such New Lease within thirty (30) days after the date such Permitted Leasehold Mortgagee receives Landlord's Notice of Termination of this Lease given pursuant to this Section 17.1(f);

(iii) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such rejection or termination (including, for avoidance of doubt, any amounts that become due prior to and remained unpaid as of the date of the Notice of Termination) and, in addition thereto, all reasonable expenses, including reasonable documented attorney's fees, which Landlord shall have incurred by reason of such rejection or such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant; and

(iv) such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee shall agree to remedy any of Tenant's defaults of which said Permitted Leasehold Mortgagee was notified by Landlord's Notice of Termination (or in any other written notice of Landlord) and which can be cured through the payment of money or, if such defaults cannot be cured through the payment of money, are reasonably susceptible of being cured by Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee.

(g) New Lease Priorities. If more than one Permitted Leasehold Mortgagee shall request a New Lease pursuant to subsection (f)(i) of this Section 17.1, Landlord shall enter into such New Lease with the Permitted Leasehold Mortgagee whose mortgage is senior in lien, or with its Permitted Leasehold Mortgagee Designee acting for the benefit of such Permitted Leasehold Mortgagee prior in lien foreclosing on Tenant's interest in this Lease. Landlord, without liability to Tenant or any Permitted Leasehold Mortgagee with an adverse claim, may rely upon (i) with respect to any Permitted Leasehold Mortgage evidenced by a recorded security instrument, a title insurance policy (or, if elected by Landlord in its sole discretion, a title insurance commitment, certificate of title or other similar instrument) issued by a reputable title insurance company as the basis for determining the appropriate Permitted Leasehold Mortgagee who is entitled to such New Lease or (ii) with respect to any Permitted Leasehold Mortgage not evidenced by a recorded security instrument, the statement with respect to relative priority of Permitted Leasehold Mortgages contained in the applicable notice delivered pursuant to Section 17.1(b)(i), provided that any such statement that provides that any such Permitted Leasehold Mortgage described in this clause (ii) is senior or prior to any Permitted Leasehold Mortgage evidenced by a recorded security instrument shall only be effective to the extent it is consented to in writing by the Permitted Leasehold Mortgagee in respect of such Permitted Leasehold Mortgage evidenced by a recorded security instrument.

(h) Permitted Leasehold Mortgagee Need Not Cure Specified Defaults. Nothing herein contained shall require any Permitted Leasehold Mortgagee to cure any Incurable Default in order to comply with the provisions of Sections 17.1(d) and 17.1(e), or as a condition of

entering into the New Lease provided for by Section 17.1(f). For the avoidance of doubt, upon such foreclosure and/or the effectuation of such a New Lease in accordance with the provisions, terms and conditions hereof, any such defaults are automatically deemed waived through the effective date of such foreclosure or New Lease as to any such Permitted Leasehold Mortgagee or its Permitted Leasehold Mortgagee Designee, as the new tenant hereunder or under the New Lease, as applicable (it being understood that the provisions of this sentence shall not be deemed to relieve such new tenant of its obligations to comply with this Lease or such New Lease from and after the effective date of such foreclosure or New Lease).

(i) Casualty Loss. A standard mortgagee clause naming each Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof may be added to any and all insurance policies required to be carried by Tenant hereunder on condition that (and, in all events, Tenant agrees that) the insurance proceeds are to be applied in the manner specified in this Lease and the Permitted Leasehold Mortgage shall so provide; except that the Permitted Leasehold Mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant (but not such proceeds, if any, payable jointly to Landlord and Tenant or to Landlord, to the Fee Mortgagee or to a third-party escrowee) pursuant to the provisions of this Lease.

(j) Arbitration; Legal Proceedings. Landlord shall give prompt notice to each Permitted Leasehold Mortgagee (for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof) of any arbitration (including a determination of Fair Market Ownership Value or Fair Market Base Rental Value) or legal proceedings between Landlord and Tenant involving obligations under this Lease.

(k) Notices. Notices from Landlord to the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b) hereof shall be provided in the method provided in Article XXXV hereof to the address furnished Landlord pursuant to subsection (b) of this Section 17.1, and those from the Permitted Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Article XXXV hereof. Such notices, demands and requests shall be given in the manner described in this Section 17.1 and in Article XXXV and shall in all respects be governed by the provisions of those sections.

(l) Limitation of Liability. Notwithstanding any other provision hereof to the contrary, (i) Landlord agrees that any Permitted Leasehold Mortgagee's liability to Landlord in its capacity as Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against such Permitted Leasehold Mortgagee's interest in the Leasehold Estate and the other collateral granted to such Permitted Leasehold Mortgagee to secure the obligations under the loan secured by the applicable Permitted Leasehold Mortgage, and (ii) each Permitted Leasehold Mortgagee agrees that Landlord's liability to such Permitted Leasehold Mortgagee hereunder howsoever arising shall be limited to and enforceable only against Landlord's interest in the Leased Property, and no recourse against Landlord shall be had against any other assets of Landlord whatsoever.

(m) Sale Procedure. If this Lease has been terminated, the Permitted Leasehold Mortgagee for which notice has been properly provided to Landlord pursuant to Section 17.1(b)

hereof with the most senior lien on the Leasehold Estate shall have the right to make the determinations and agreements on behalf of Tenant under Article XXXVI, in each case, in accordance with and subject to the terms and provisions of Article XXXVI.

(n) Third Party Beneficiary. Each Permitted Leasehold Mortgagee (for so long as such Permitted Leasehold Mortgagee holds a Permitted Leasehold Mortgage) is an intended third-party beneficiary of this Article XVII entitled to enforce the same as if a party to this Lease.

(o) The fee title to the Leased Property and the Leasehold Estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said Leasehold Estate by Landlord or by Tenant or by a third party, by purchase or otherwise.

**17.2 Landlord Cooperation with Permitted Leasehold Mortgage.** If, in connection with granting any Permitted Leasehold Mortgage or entering into an agreement relating thereto, Tenant shall request in writing (i) reasonable cooperation from Landlord or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Permitted Leasehold Mortgagee, Landlord shall reasonably cooperate with such request, so long as (a) no Tenant Event of Default is continuing, (b) all reasonable documented out-of-pocket costs and expenses incurred by Landlord, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Tenant, and (c) any requested action, including any amendments or modification of this Lease, shall not (i) increase Landlord's monetary obligations under this Lease by more than a de minimis extent, or increase Landlord's non-monetary obligations under this Lease in any material respect or decrease Tenant's obligations in any material respect, (ii) diminish Landlord's rights under this Lease in any material respect, (iii) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, (iv) adversely impact Landlord's (or any Affiliate of Landlord's) tax treatment or position, (v) result in this Lease not constituting a "true lease", or (vi) result in a default under the Fee Mortgage Documents.

## ARTICLE XVIII

### TRANSFERS BY LANDLORD

**18.1 Transfers Generally.** Landlord may sell, assign, transfer or convey, without Tenant's consent, the Leased Property, in whole (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) but not in part (unless in part due to a transaction in which multiple Affiliates of a single Person (collectively, "Affiliated Persons") will own the Leased Property as tenants in common, but only if this Lease remains as a single, indivisible Lease and all such Landlord Affiliated Persons execute a joinder to this Lease as "Landlord", on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Tenant and Landlord) to a single transferee (such transferee, such tenants in common or any other permitted transferee of this Lease, in each case, an "Acquirer") and, in connection with such transaction, if the Acquirer is not an Affiliate of Landlord, (a) Landlord shall amend the minimum capital expenditure requirements hereunder (such amendment to be limited solely to the amount of such minimum capital expenditure

requirements) such that, in the aggregate such minimum capital expenditure requirements hereunder (taken together with the Minimum Cap Ex Requirements under and as defined in the Other Leases, after taking into consideration applicable reductions of the Minimum Cap Ex Requirements under and as defined in the Other Leases in the amount of the Minimum Cap Ex Reduction Amount), shall be no greater than the Minimum Cap Ex Requirements under this Lease and the Other Leases prior to such sale, assignment, transfer or conveyance; and (b) such minimum capital expenditure requirements shall be calculated on an individual, standalone basis under this Lease and under the Other Leases; except, however, the foregoing clauses (a) and (b) shall not apply to any transaction described in clause (iii) below. All Acquirers shall execute a joinder to the Intercreditor Agreement in form and substance reasonably acceptable to all parties thereto. If Landlord (including any permitted successor Landlord) shall convey the Leased Property in accordance with the terms of this Lease, other than as security for a debt, and the applicable Acquirer expressly assumes all obligations of Landlord arising after the date of the conveyance, Landlord shall thereupon be released from all future liabilities and obligations of Landlord under this Lease arising or accruing from and after the date of such conveyance or other transfer and all such future liabilities and obligations shall thereupon be binding upon such applicable Acquirer. Without limitation of the preceding provisions of this Section 18.1, any or all of the following shall be freely permitted to occur: (i) any transfer of the Leased Property, in whole but not in part (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis), to a Fee Mortgagee in accordance with the terms of this Lease (including any transfer of the direct or indirect equity interests in Landlord), which transfer may include, without limitation, a transfer by foreclosure brought by the Fee Mortgagee or a transfer by a deed in lieu of foreclosure, assignment in lieu of foreclosure or other transaction in lieu of foreclosure; (ii) a merger transaction or other similar disposition affecting Landlord REIT or a sale by Landlord REIT directly or indirectly involving the Leased Property (so long as (x) upon consummation of such transaction, all of the Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person (or multiple Affiliated Persons as tenants in common) and (y) such surviving Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder) (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord); (iii) a sale/leaseback transaction by Landlord with respect to the entire Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) (provided (x) the overlandlord under the resulting overlease agrees that, in the event of a termination of such overlease, this Lease shall continue in effect as a direct lease between such overlandlord and Tenant and (y) the overlease shall not impose any new, additional or more onerous obligations on Tenant without Tenant's prior written consent in Tenant's sole discretion (and without limiting the generality of the foregoing, the overlease shall not impose any additional monetary obligations (whether for payment of rents under such overlease or otherwise) on Tenant), subject to and in accordance with all of the provisions, terms and conditions of this Lease; (iv) any sale of any indirect interest in the Leased Property that does not change the identity of Landlord hereunder, including without limitation a participating interest in Landlord's interest under this Lease or a sale of Landlord's reversionary interest in the Leased Property so long as Landlord remains the only party with authority to bind Landlord under this Lease, or (v) a sale or transfer to an Affiliate of Landlord or a joint venture entity in which any Affiliate of Landlord is the

managing member or partner, so long as (x) upon consummation of such transaction, all of the Leased Property (subject to exclusions for assets that may not be transferred and that, in the aggregate, are de minimis) is owned by a single Person or multiple Affiliated Persons as tenants in common and (y) such Person(s) execute(s) an assumption of this Lease, the MLSA and all Lease/MLSA Related Agreements to which Landlord is a party, assuming all obligations of Landlord hereunder and thereunder (in the case of multiple Affiliated Persons, on a joint and several basis), the form and substance of which assumption shall be reasonably satisfactory to Tenant and Landlord. Notwithstanding anything to the contrary herein, Landlord shall not sell, assign, transfer or convey the Leased Property, or assign this Lease, to (I) a Tenant Prohibited Person (as defined in the MLSA), (II) a Manager Prohibited Person (as defined in the MLSA), or (III) any Person that is associated with a Person who has been found “unsuitable”, denied a Gaming License or otherwise precluded from participation in the Gaming Industry by any Gaming Authority where such association may adversely affect, any of Tenant’s or its Affiliates’ Gaming Licenses or Tenant’s or its Affiliates’ then-current standing with any Gaming Authority. Any transfer by Landlord under this Article XVIII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such transfer shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained. Tenant shall attorn to and recognize any successor Landlord in connection with any transfer(s) permitted under this Article XVIII as Tenant’s “landlord”.

**18.2 Intentionally Omitted.**

**18.3 Intentionally Omitted.**

**18.4 Transfers to Tenant Competitors.** In the event that, and so long as, Landlord is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

(a) Without limitation of Section 23.1(c) of this Lease, Tenant shall not be required to (1) deliver the information required to be delivered to such Landlord pursuant to Section 23.1(b) hereof to the extent the same would give such Landlord a “competitive” advantage with respect to markets in which such Landlord and Tenant or CEC might be competing at any time (it being understood that such Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s compliance with the terms of this Lease) (and such Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only such Landlord’s auditors (which for this purpose shall be a “big four” firm designated by such Landlord) and attorneys (as reasonably approved by Tenant) (and not Landlord or any Affiliates of such Landlord or any direct or indirect parent company of such Landlord or any Affiliate of such Landlord) are provided access to such information or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.



(b) Certain of Landlord's consent or approval rights set forth in this Lease shall be eliminated or modified, as follows:

(i) Clause (vii) of the definition of Primary Intended Use shall be deleted, and clause (v) of the definition of Primary Intended Use shall be modified to read as follows: "(v) such other ancillary uses, but in all events consistent with the current use of the Leased Property or any portion thereof as of the Commencement Date or with then-prevailing or innovative or state-of-the-art hotel, resort and gaming industry use, and/or".

(ii) Without limitation of the other provisions of Section 10.1(a), the approval of Landlord shall not be required under (1) Section 10.1(a)(1) for Alterations and Capital Improvements in excess of Seventy-Five Million and No/100 Dollars (\$75,000,000.00), and (2) Section 10.2(b) for approval of the Architect thereunder.

(c) With respect to all consent, approval and decision-making rights granted to such Landlord under the Lease relating to competitively sensitive matters pertaining to the use and operation of the Leased Property and Tenant's business conducted thereat (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Lease), such Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from such Landlord's management or Board of Directors. Any dispute over whether a particular decision should be determined by such independent committee shall be submitted for resolution by an Expert pursuant to Section 34.2 hereof.

Tenant acknowledges and agrees that (x) as of the Commencement Date, Joliet Partner is a minority interest holder in Landlord and does not Control Landlord; and (y) for so long as the circumstances in clause (x) continue and the Joliet Partner continues to own no more than twenty percent (20%) of the interest in Landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

## **ARTICLE XIX**

### **HOLDING OVER**

If Tenant shall for any reason remain in possession of the Leased Property after the Expiration Date without the consent, or other than at the request, of Landlord, such possession shall be as a month-to-month tenant during which time Tenant shall pay as Rent each month an amount equal to (a) two hundred percent (200%) of the monthly installment of Rent applicable as of the Expiration Date, and (b) all Additional Charges and all other sums payable by Tenant pursuant to this Lease. During such period of month-to-month tenancy, Tenant shall be obligated to perform and observe all of the terms, covenants and conditions of this Lease, but shall have no rights hereunder other than the right, to the extent given by law to month-to-month tenancies, to continue its occupancy and use of the Leased Property. Nothing contained herein shall constitute the consent, express or implied, of Landlord to the holding over of Tenant after the Expiration Date. This Article XIX is subject to Tenant's rights and obligations under Article XXXVI below, and it is understood and agreed that any possession of the Leased Property after the Expiration Date pursuant to such Article XXXVI shall not constitute a hold over subject to this Article XIX.

## ARTICLE XX

### RISK OF LOSS

The risk of loss or of decrease in the enjoyment and beneficial use of the Leased Property or any part thereof as a consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Landlord and Persons claiming from, through or under Landlord) during the Term is assumed by Tenant, and except as otherwise expressly provided herein no such event shall entitle Tenant to any abatement of Rent.

## ARTICLE XXI

### INDEMNIFICATION

#### **21.1 General Indemnification.**

(i) In addition to the other indemnities contained herein, and notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Tenant shall protect, indemnify, save harmless and defend Landlord and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the “Landlord Indemnified Parties”; each individually, a “Landlord Indemnified Party”), from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable documented attorneys’ fees and expenses, imposed upon or incurred by or asserted against the Landlord Indemnified Parties (excluding any indirect, special, punitive or consequential damages as provided in Section 41.3) by reason of any of the following (in each case, other than to the extent resulting from Landlord’s gross negligence or willful misconduct or default hereunder or the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise)): (i) any accident, injury to or death of Persons or loss of or damage to property occurring on or about the Facility (or any part thereof) or adjoining sidewalks under the control of Tenant or any Subtenant; (ii) any use, misuse, non-use, condition, maintenance or repair by Tenant of the Facility (or any part thereof); (iii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (iv) any claim for malpractice, negligence or misconduct committed by Tenant or any Person on or from the Facility (or any part thereof); (v) the violation by Tenant of any Legal Requirement (including any Gaming Regulations) or Insurance Requirements; (vi) the non-performance of any contractual obligation, express or implied, assumed or undertaken by Tenant with respect to the Facility (or any part thereof) or any business or other activity carried on in relation to the Facility (or any part thereof) by Tenant; (vii) any lien or claim that may be asserted against the Facility (or any part thereof) arising from any failure by Tenant to perform its obligations hereunder or under any instrument or agreement affecting the Facility (or any part thereof); and (viii) any third-party claim asserted against Landlord as a result of Landlord being a party to the MLSA or arising from Tenant’s or Manager’s or CEC’s

failure to perform their respective obligations under the MLSA, in each case so long as such claim does not result from Landlord's actions. Any amounts which become payable by Tenant under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Tenant, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Landlord Indemnified Parties. For purposes of this Article XXI, any acts or omissions of Tenant or any Subtenant or any Subsidiary, as applicable, or by employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of Tenant or any Subtenant or any Subsidiary, as applicable (including, without limitation, Manager or anyone acting by, through or on behalf of Manager) (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

(ii) Notwithstanding the existence of any insurance carried by or for the benefit of Landlord or Tenant, and without regard to the policy limits of any such insurance, Landlord shall protect, indemnify, save harmless and defend Tenant and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "Tenant Indemnified Parties"; each individually, a "Tenant Indemnified Party,") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against the Tenant Indemnified Parties (excluding any indirect, special, punitive or consequential damages as provided in Section 41.3) by reason of (A) Landlord's gross negligence or willful misconduct hereunder, other than to the extent resulting from Tenant's gross negligence or willful misconduct or default hereunder, and (B) the violation by Landlord of any Legal Requirement imposed against Landlord (including any Gaming Regulations, but excluding any Legal Requirement which Tenant is required to satisfy pursuant to the terms hereof or otherwise). Any amounts which become payable by Landlord under this Article XXI shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Landlord, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Tenant Indemnified Parties. For purposes of this Article XXI, any acts or omissions of Landlord, or by employees, agents, contractors, subcontractors or others acting for or on behalf of Landlord (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Landlord.

**21.2 Encroachments, Restrictions, Mineral Leases, etc.** If any of the Leased Improvements shall encroach upon any property, street or right-of-way, or shall violate any restrictive covenant or other similar agreement affecting the Leased Property, or any part thereof, or shall impair the rights of others under any easement or right-of-way to which the Leased Property is subject, or the use of the Leased Property or any portion thereof is impaired, limited or interfered with by reason of the exercise of the right of surface entry or any other provision of a lease or reservation of any oil, gas, water or other minerals, then, promptly upon the request of

Landlord or any Person affected by any such encroachment, violation or impairment (collectively, a “Title Violation”), Tenant, subject to its right to contest the existence of any such encroachment, violation or impairment to the extent provided in this Lease, and without limitation of any of Tenant’s obligations otherwise set forth in this Lease (to the extent applicable), shall (i) in the case of any third party claims (excluding for the avoidance of doubt those made by Affiliates of Landlord) based on or resulting from such Title Violation, protect, indemnify, save harmless and defend the Landlord Indemnified Parties from and against, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable documented attorneys’, consultants’ and experts’ fees and expenses) based on or arising by reason of any such third party claim based on or resulting from such Title Violation; provided, however, that Tenant shall be required to so protect, indemnify, save harmless and defend the Landlord Indemnified Parties only to the extent that the proceeds from Landlord’s title insurance policies are not sufficient to cover such losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (it being understood that if Tenant pays any such amounts that are contemplated hereunder to be covered by Landlord’s title insurance policies, then Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord’s out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however, Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith) and (ii) to the extent that no third party makes a claim with respect to such Title Violation, Landlord shall not require Tenant to cure any of the foregoing matters unless it would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and in the event Tenant so cures any such matters, (A) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of such cure (after giving effect to such title insurance proceeds), and (B) Tenant shall be subrogated to all or fifty percent (50%) of (as applicable) the rights of Landlord against its title insurance carriers and shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the proceeds (net of Landlord’s out-of-pocket costs incurred in obtaining such proceeds) from such title insurance policy related to such Title Violation; except, however, Tenant shall not be entitled to receive proceeds from any such title insurance policies in excess of amounts actually paid by Tenant in connection therewith. In the event of an adverse final determination with respect to any such encroachment, violation or impairment, (a) either of Tenant or Landlord shall obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation or impairment, or (b) Tenant shall make such changes in the Leased Improvements, and take such other actions, in each case reasonably acceptable to Landlord, as Tenant in the good faith exercise of its judgment deems reasonably practicable, to remove such encroachment or to end such violation or impairment, including, if necessary, the alteration of any of the Leased Improvements, and in any event take

all such actions as may be necessary in order to be able to continue the operation of the applicable portion of the Leased Property for the Primary Intended Use substantially in the manner and to the extent the applicable portion of the Leased Property was operated prior to the assertion of such encroachment, violation or impairment; provided that, (i) unless required under an adverse final determination of a claim brought by a third party other than Landlord or any Affiliate of Landlord, Tenant shall not be required to obtain any such waivers or settlements, make any such changes or take any such other actions unless such encroachment, violation or impairment otherwise would have a material adverse effect on the Leased Property following expiration or termination of this Lease, and (ii) Tenant shall bear with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of, the cost of obtaining such waivers or settlements, making any such changes or taking any such other actions. Tenant's obligations under this Section 21.2 shall be in addition to and shall in no way discharge or diminish any obligation of any insurer under any policy of title or other insurance and, to the extent of any recovery under any title insurance policy, Tenant shall be entitled to, with respect to matters first arising from and after the Commencement Date, one hundred percent (100%) of, and with respect to matters existing as of the Commencement Date, fifty percent (50%) of any sums recovered by Landlord under any such policy of title or other insurance (net of Landlord's out-of-pocket costs incurred in seeking such recovery) up to the maximum amount paid by Tenant in accordance with this Section 21.2 and Landlord, upon request by Tenant, shall pay over to Tenant the applicable portion of such sum paid to Landlord in recovery on such claim. Landlord agrees to use reasonable efforts to seek recovery under any policy of title or other insurance under which Landlord is an insured party for all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable documented attorneys', consultants' and experts' fees and expenses) based on or arising by reason of any such encroachment, violation or impairment as set forth in this Section 21.2; provided, however, that in no event shall Landlord be obligated to institute any litigation, arbitration or other legal proceedings in connection therewith unless Landlord is reasonably satisfied that Tenant has the financial resources needed to fund all or fifty percent (50%) (as applicable) of the expenses of such litigation and Tenant and Landlord have agreed upon the terms and conditions on which such funding will be made available by Tenant, including, but not limited to, the mutual approval of a litigation budget.

## ARTICLE XXI

### ITRANSFERS BY TENANT

**22.1 Subletting and Assignment.** Other than as expressly provided herein (including in respect of Permitted Leasehold Mortgages under Article XVII, and the permitted Subleases and assignments described in this Article XXII), Tenant shall not, without Landlord's prior written consent (which, except as specifically set forth herein, may be withheld in Landlord's sole and absolute discretion), (w) voluntarily or by operation of law assign (which term includes any transfer, sale, encumbering, pledge or other transfer or hypothecation), directly or indirectly, in whole or in part, this Lease or Tenant's Leasehold Estate, (x) let or sublet (or sub-sublet, as applicable) all or any part of the Facility, or (y) other than in accordance with the express terms of the MLSA, replace Manager or another wholly-owned subsidiary of CEC as Manager under the MLSA (other than with another wholly-owned subsidiary of CEC). Tenant

acknowledges that Landlord is relying upon the expertise of Tenant in the operation (and of Manager or such other Affiliate of CEC in the management) of the Facility hereunder and that Landlord entered into this Lease with the expectation that Tenant would remain in and operate (and Manager or such other Affiliate of CEC would manage) the Facility during the entire Term. Any Change of Control (or, subject to Section 22.2 below, any transfer of direct or indirect interests in Tenant that results in a Change of Control) shall constitute an assignment of Tenant's interest in this Lease within the meaning of this Article XXII and the provisions requiring consent contained herein shall apply thereto. Notwithstanding anything set forth herein, except as expressly provided in Section 22.2(i) or in Article XI of the MLSA, no assignment or direct or indirect transfer of any nature (whether or not permitted hereunder) shall have the effect of releasing Tenant, Guarantor or Manager from their respective obligations under the MLSA.

**22.2 Permitted Assignments and Transfers.** Subject to compliance with the provisions of Section 22.4, as applicable, and Article XL, Tenant (or a third-party as applicable to the extent expressly referenced below), without the consent of Landlord, may:

(i) (a) subject to and in accordance with Section 17.1, assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant), in whole, but not in part, to a Permitted Leasehold Mortgagee for collateral purposes pursuant to a Permitted Leasehold Mortgage, (b) assign this Lease (and/or permit the assignment of direct or indirect interests in Tenant) to such Permitted Leasehold Mortgagee, its Permitted Leasehold Mortgagee Designee or any other purchaser following any foreclosure or transaction in lieu of foreclosure of the Permitted Leasehold Mortgage, and (c) assign this Lease (and/or direct or indirect interests in Tenant) to any subsequent purchaser thereafter (provided such subsequent purchaser is not CEC, any Affiliate of CEC or any other Prohibited Leasehold Agent), in each case, solely in connection with or following a foreclosure of, or transaction in lieu of foreclosure of, a Permitted Leasehold Mortgage; provided, however, that immediately upon giving effect to any Lease Foreclosure Transaction, (1) subject to the last sentence of this Section 22.2, at the option of Foreclosure Successor Tenant, either of the following conditions (A) or (B) shall be satisfied (the "Tenant Transferee Requirement"): (A) (x) a Qualified Transferee will be the replacement Tenant hereunder or will Control, and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in, Tenant or such replacement Tenant, (y) a replacement lease guarantor that is a Qualified Replacement Guarantor will have provided a Replacement Guaranty of the Lease, and (z) the Leased Property shall be managed pursuant to a Replacement Management Agreement by a Qualified Replacement Manager or a manager that is expressly approved in writing by Landlord or (B) (x) a transferee that satisfies the requirements set forth in clauses (b) through (i) in the definition of Qualified Transferee will be the replacement Tenant or will Control and own not less than fifty-one percent (51%) of all of the direct and indirect economic and beneficial interests in Tenant, (y) the Lease shall continue to be guaranteed by Guarantor under the MLSA (unless Landlord previously expressly consented in writing to the termination of the MLSA) (it being understood that in any event under this clause (B) Guarantor's obligations under the MLSA shall continue in full force and effect, without any reduction or impairment whatsoever, and without the need to reaffirm the same), and (z) the Property shall be managed by the Manager (or a replacement manager previously appointed by Landlord following a Termination for Cause (as

defined under the MLSA)) under the MLSA (or a replacement management agreement previously approved by Landlord); (2) the transferee and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) and all other licenses, approvals, and permits required for such transferee to be Tenant under this Lease; (3) the transferee and its equity holders will comply with all customary “know your customer” requirements of any Fee Mortgagee; (4) a single Person or multiple Affiliated Persons as tenants in common (each of which satisfy the Tenant Transferee Requirement) (provided such Affiliated Persons have executed a joinder to this Lease as the “Tenant” on a joint and several basis, the form and substance of which joinder shall be reasonably satisfactory to Landlord) shall own, directly, all of Tenant’s Leasehold Estate and be Tenant under this Lease; and (5) the Foreclosure Successor Tenant shall (i) provide written notice to Landlord at least thirty (30) days prior to the closing of the applicable Lease Foreclosure Transaction, specifying in reasonable detail the nature of such Lease Foreclosure Transaction and such additional information as Landlord may reasonably request in order to determine that the requirements of this Section 22.2(i) are satisfied, which notice shall be accompanied by proposed forms of the Lease Assumption Agreement, the amendment to this Lease contemplated by the penultimate paragraph of this Section 22.2, and if clause (1)(A) applies, the forms of proposed Replacement Guaranty and Replacement Management Agreement, (ii) assume (or, in the case of a foreclosure on or transfer of direct or indirect interests in Tenant, cause Tenant to reaffirm) in writing (in a form reasonably acceptable to Landlord) the obligations of Tenant under this Lease, the MLSA (to the extent the Property shall continue to be managed by the Manager under the MLSA), and all applicable Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the closing of the Lease Foreclosure Transaction (a “Lease Assumption Agreement”), (iii) provide Landlord with a copy of any such Lease Assumption Agreement and all other documents required under this Section 22.2(i) as executed at such closing promptly following such closing and (iv) provide Landlord with a customary opinion of counsel reasonably satisfactory to Landlord with respect to the execution, authorization, and enforceability and other customary matters;

(ii) upon prior written notice to Landlord, assign this Lease in entirety to an Affiliate of Tenant, to CEC or an Affiliate of CEC, provided, that such assignee becomes party to and assumes (in a form reasonably satisfactory to Landlord) this Lease, the MLSA and all applicable Lease/MLSA Related Agreements to which Tenant is a party (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Lease, the MLSA or any of the other Lease/MLSA Related Agreements);

(iii) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) on a nationally-recognized exchange; provided, however, that, in the event of a Change of Control of CEC, then the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facility (taken as a whole with the Non-CPLV Facilities) must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days’ prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of

CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (iii) (to the extent in Tenant's possession or reasonable control, and subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Facility will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply));

(iv) transfer any direct or indirect interests in Tenant so long as a Change of Control does not result, provided Landlord shall be given prior written notice of any transfer of ten percent (10%) or more (in the aggregate) direct or indirect ownership interest in Tenant of which transfer Tenant or CEC has actual knowledge other than any such transfer on a nationally recognized exchange;

(v) transfer direct or indirect interests in CEC; provided, however, that in the event of a Change of Control of CEC, the qualifications, quality and experience of the management of Tenant, and the quality of the management and operation of the Facility (taken as a whole with the Non-CPLV Facilities) must in each case be generally consistent with or superior to that which existed prior to such Change of Control (it being agreed that Tenant shall give no less than thirty (30) days' prior notice to Landlord of any transaction or series of related transactions which would result in a Change of Control of CEC and Tenant shall furnish Landlord with such information and materials relating to the proposed transaction as Landlord may reasonably request in connection with making its determination under this clause (v) (to the extent in Tenant's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith), and if Landlord determines that the quality of the management and operation of the Facility will not meet such requirement, then such determination shall be resolved pursuant to Section 34.2 (except, however, for this purpose, the fifteen (15) day good faith negotiating period contemplated by Section 34.2 shall not apply)); and/or

(vi) transfer direct or indirect interests in Tenant or its direct or indirect parent(s) in connection with a transfer of all of the assets (other than assets which in the aggregate are de minimis) of CEC; provided, that all requirements of Section 11.3.3 of the MLSA in connection with a Substantial Transfer (as defined in the MLSA) of CEC shall have been complied with in all respects; provided, however, that CEC shall not be released from its obligations under the MLSA and the applicable transferee shall assume, jointly and severally with CEC (in a form reasonably satisfactory to Landlord), all of CEC's obligations under the MLSA.

In connection with any transaction permitted pursuant to Section 22.2(i), the applicable Successor Foreclosure Tenant and Landlord shall make such amendments and other modifications to this Lease as are reasonably requested by either such party as needed to give effect to such transaction and such technical amendments as may be reasonably necessary or appropriate in connection with such transaction including technical changes in the provisions of this Lease regarding delivery of Financial Statements from Tenant, CEOC and CEC to reflect the changed circumstances of Tenant, any interest holders in Tenant or Guarantor (provided, that, in



all events, any such amendments or modifications shall not increase any Party's monetary obligations under this Lease by more than a de minimis extent or any Party's non-monetary obligations under this Lease in any material respect or diminish any Party's rights under this Lease in any material respect; provided, further, it is understood that delivery by any applicable Qualified Replacement Guarantor or parent of a replacement Tenant of Financial Statements and other reporting consistent with the requirements of Article XXIII hereof shall not be deemed to increase Tenant's obligations or decrease Tenant's rights under this Lease). After giving effect to any such transaction, unless the context otherwise requires, references to Tenant shall be deemed to refer to the Successor Foreclosure Tenant permitted under this Section 22.2.

Notwithstanding anything otherwise contained in this Lease, Landlord and Tenant acknowledge that Landlord entered into this Lease with the expectation that the Leased Property and the Other Leased Property would be under common management by the Manager pursuant to the MLSA and the Other MLSA, respectively. Accordingly, absent Landlord's express written consent, no assignment or other transfer shall be permitted under Section 22.2(i)(1)(A) or Section 22.2(i)(1)(B) unless, upon giving effect to such assignment or other transfer, (i) unless the Manager of the Leased Property or the manager of the Other Leased Property has been terminated pursuant to a Termination for Cause under and as defined in the MLSA or applicable Other MLSA, the manager of the Leased Property is the same Person (or an Affiliate of such Person) that is then managing the Other Leased Property, (ii) the Leased Property continues to be operated under the Property Specific IP, and (iii) so long as the Leased Property is managed by Manager or any other Affiliate of CEC, the Leased Property continues to be granted access to the System-wide IP at least consistent with the access granted to the Leased Property prior to any such assignment or other transfer.

Notwithstanding anything to the contrary herein, any transfer of Tenant's interest in this Lease or the Leasehold Estate shall be subject to compliance with all Gaming Regulations, including receipt of all applicable Gaming Licenses and shall not result in the loss or violation of any Gaming License for the Leased Property.

**22.3 Permitted Sublease Agreements.** Notwithstanding the provisions of Section 22.1, but subject to compliance with the provisions of this Section 22.3 and of Section 22.4 and Article XL, provided that no Tenant Event of Default shall have occurred and be continuing, Tenant may enter into any Sublease (including sub-subleases, license agreements and other occupancy arrangements, but excluding any Sublease for all or substantially all of the Leased Property) without the consent of Landlord, provided, that, (i) Tenant is not released from any of its obligations under this Lease, (ii) such Sublease is made for bona fide business purposes in the normal course of the Primary Intended Use, and is not designed with the intent to avoid payment of Variable Rent or otherwise avoid any of the requirements or provisions of this Lease, (iii) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new Lease of the Leased Property with a third Person following the Expiration Date, (iv) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of the Facility, including any Gaming Facilities, (v) any Sublease of all or substantially all of the Facility shall be subject to the consent of Landlord and the applicable Fee Mortgagee, and (vi) the Subtenant and any other Affiliates shall have obtained all necessary Gaming Licenses as required under applicable Legal Requirements (including Gaming Regulations) in connection with such Sublease; provided, further, that, notwithstanding anything otherwise set forth herein, the following are expressly permitted without such consent:

(A) the Specified Subleases and any renewals or extensions in accordance with their terms, respectively, or non-material modifications thereto and (B) any Subleases to Affiliates of Tenant that are necessary or appropriate for the operation of the Facility, including any Gaming Facilities, in connection with licensing requirements (e.g., gaming, liquor, etc.) (provided the same are expressly subject and subordinate to this Lease); ~~provided, further, however,~~ that, notwithstanding anything otherwise set forth herein, the portion(s) of the Leased Property subject to any Subleases (other than the Specified Subleases and other than Subleases to Affiliates of CEC) shall not be used for Gaming purposes or other core functions or spaces at the Facility (e.g., hotel room areas) (and any such Subleases to persons that are not Affiliates of CEC in respect of Leased Property used or to be used in whole or in part for Gaming purposes or other core functions or spaces (e.g., hotel room areas) shall be subject to Landlord's prior written consent not to be unreasonably withheld). If reasonably requested by Tenant in respect of a Subtenant (including any sub-sublessee, as applicable) permitted hereunder that is neither a Subsidiary nor an Affiliate of Tenant or Guarantor, with respect to a Material Sublease, Landlord and any such Subtenant (or sub-sublessee, as applicable) shall enter into a subordination, non-disturbance and attornment agreement with respect to such Material Sublease in a form reasonably satisfactory to Landlord, Tenant and the applicable Subtenant (or sub-sublessee, as applicable) (and if a Fee Mortgage is then in effect, Landlord shall use reasonable efforts to seek to cause the Fee Mortgagee to enter into a subordination, non-disturbance and attornment agreement substantially in the form customarily entered into by such Fee Mortgagee at the time of request with similar subtenants (subject to adjustments and modifications arising out of the specific nature and terms of this Lease and/or the applicable Sublease)). After a Tenant Event of Default has occurred and while it is continuing, Landlord may collect rents from any Subtenant and apply the net amount collected to the Rent, but no such collection shall be deemed (A) a waiver by Landlord of any of the provisions of this Lease, (B) the acceptance by Landlord of such Subtenant as a tenant or (C) a release of Tenant from the future performance of its obligations hereunder. Notwithstanding anything otherwise set forth herein, Landlord shall have no obligation to enter into a subordination, non-disturbance and attornment agreement with any Subtenant with respect to a Sublease, (1) the term of which extends beyond the then Stated Expiration of this Lease, unless the applicable Sublease is on commercially reasonable terms at the time in question taking into consideration, among other things, the identity of the Subtenant, the extent of the Subtenant's investment into the subleased space, the term of such Sublease and Landlord's interest in such space (including the resulting impact on Landlord's ability to lease the Leased Property on commercially reasonable terms after the Term of this Lease), or (2) that constitutes a management arrangement. Tenant shall furnish Landlord with a copy of each Material Sublease that Tenant enters into promptly following the making thereof (irrespective of whether Landlord's prior approval was required therefor). In addition, promptly following Landlord's request therefor, Tenant shall furnish to Landlord (to the extent in Tenant's possession or under Tenant's reasonable control) copies of all other Subleases with respect to the Leased Property specified by Landlord. Without limitation of the foregoing, Tenant acknowledges it has furnished to Landlord a subordination agreement of even date herewith that is binding on all Subtenants that are Subsidiaries or Affiliates of Tenant or Guarantor, pursuant to which subordination agreement, among other things, all such Subtenants have subordinated their respective Subleases to this Lease and all of the provisions, terms and conditions hereof. Further, Tenant hereby represents and warrants to Landlord that as of the effective date of the Lease, there exists no Sublease other than the Specified Subleases.

**22.4 Required Subletting and Assignment Provisions.** Any Sublease permitted hereunder and entered into after the Commencement Date must provide that:

(i) the use of the Leased Property (or portion thereof) thereunder shall not conflict with any Legal Requirement or any other provision of this Lease;

(ii) in the case of a Sublease, in the event of cancellation or termination of this Lease for any reason whatsoever or of the surrender of this Lease (whether voluntary, involuntary or by operation of law) prior to the expiration date of such Sublease, including extensions and renewals granted thereunder without replacement of this Lease by a New Lease pursuant to Section 17.1(f), then, subject to Article XXXVI, (a) upon the request of Landlord (in Landlord's discretion), the Subtenant shall make full and complete attornment to Landlord for the balance of the term of the Sublease, which attornment shall be evidenced by an agreement in form and substance reasonably satisfactory to Landlord and which the Subtenant shall execute and deliver within five (5) days after request by Landlord and the Subtenant shall waive the provisions of any law now or hereafter in effect which may give the Subtenant any right of election to terminate the Sublease or to surrender possession in the event any proceeding is brought by Landlord to terminate this Lease and (b) to the extent such Subtenant (and each subsequent subtenant separately permitted hereunder) is required to attorn to Landlord pursuant to subclause (a) above, the aforementioned attornment agreement shall recognize the right of the subtenant (and such subsequent subtenant) under the applicable Sublease and contain commercially reasonable, customary non-disturbance provisions for the benefit of such subtenant, so long as such Subtenant is not in default thereunder; and

(iii) in the case of a Sublease, in the event the Subtenant receives a written notice from Landlord stating that this Lease has been cancelled, surrendered or terminated and not replaced by a New Lease pursuant to Section 17.1(f), then the Subtenant shall thereafter be obligated to pay all rentals accruing under said Sublease directly to Landlord (or as Landlord shall so direct); all rentals received from the Subtenant by Landlord shall be credited against the amounts owing by Tenant under this Lease.

(iv) in the case of a Sublease (other than the Specified Subleases), it shall be subject and subordinate to all of the terms and conditions of this Lease (subject to the terms of any applicable subordination, non-disturbance agreement made pursuant to Section 22.3);

(v) no Subtenant shall be permitted to further sublet all or any part of the Leased Property or assign its Sublease except insofar as the same would be permitted if it were a Sublease by Tenant under this Lease (it being understood that any Subtenant under Section 22.3 may pledge and mortgage its subleasehold estate (or allow the pledge of its equity interests) to its lenders or noteholders; and

(vi) in the case of a Sublease, the Subtenant thereunder will, upon request, furnish to Landlord and each Fee Mortgagee an estoppel certificate of the same type and kind as is required of Tenant pursuant to Section 23.1(a) hereof (as if such Sublease was this Lease).

Any assignment of the Leased Property permitted hereunder and entered into after the Commencement Date must provide that all of Tenant's rights in, to and under Property Specific IP and Property Specific Guest Data and, in the case of an assignment where the Leased Property continues to be managed by Manager or any other Affiliate of CEC, System-wide IP, shall also be assigned to the applicable assignee, in each case, to the fullest extent applicable.

Any assignment, transfer or Sublease under this Article XXII shall be subject to all applicable Legal Requirements, including any Gaming Regulations, and no such assignment, transfer or Sublease shall be effective until any applicable approvals with respect to Gaming Regulations, if applicable, are obtained.

**22.5 Costs.** Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket costs and expenses actually incurred in conjunction with the processing and documentation of any assignment, subletting or management arrangement (including in connection with any request for a subordination, non-disturbance and attornment agreement), including reasonable documented attorneys', architects', engineers' or other consultants' fees whether or not such Sublease, assignment or management agreement is actually consummated.

**22.6 No Release of Tenant's Obligations; Exception.** No assignment, subletting or management agreement shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) stipulation which extends the time within which an obligation under this Lease is to be performed, (ii) waiver of the performance of an obligation required under this Lease that is not entered into by Landlord in a writing executed by Landlord and expressly stated to be for the benefit of Tenant or such successor, or (iii) failure to enforce any of the obligations set forth in this Lease *provided* that Tenant shall not be responsible for any additional obligations or liability arising as the result of any modification or amendment of this Lease by Landlord and any assignee of Tenant that is not an Affiliate of Tenant.

**22.7 Bookings.** Tenant may enter into any Bookings that do not cover periods after the expiration of the term of this Lease without the consent of Landlord. Tenant may enter into any Bookings that cover periods after the expiration of the term of this Lease without the consent of Landlord, provided, that, (i) such transaction is in each case made for bona fide business purposes in the normal course of the Primary Intended Use; (ii) such transaction shall not result in a violation of any Legal Requirements (including Gaming Regulations) relating to the operation of the Facility, including any Gaming Facilities, (iii) such Bookings are on commercially reasonable terms at the time entered into; and (iv) such transaction is not designed with the intent to frustrate Landlord's ability to enter into a new lease of the Leased Property or any portion thereof with a third person following the Expiration Date; provided, further, that, notwithstanding anything otherwise set forth herein, any such Bookings in effect as of the Commencement Date are expressly permitted without such consent. Landlord hereby agrees that

in the event of a termination or expiration of this Lease, Landlord hereby recognizes and shall keep in effect such Booking on the terms agreed to by Tenant with such Person and shall not disturb such Person's rights to occupy such portion of the Leased Property in accordance with the terms of such Booking.

**22.8 Merger of CEOC.** The Parties acknowledge that, immediately following the execution of this Lease, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, Landlord consents to such merger.

## ARTICLE XXII

### IREPORTING

#### **23.1 Estoppel Certificates and Financial Statements.**

(a) Estoppel Certificate. Each of Landlord and Tenant shall, at any time and from time to time upon receipt of not less than ten (10) Business Days' prior written request from the other Party, furnish a certificate (an "Estoppel Certificate") certifying (i) that this Lease is unmodified and in full force and effect, or that this Lease is in full force and effect and, if applicable, setting forth any modifications; (ii) the Rent and Additional Charges payable hereunder and the dates to which the Rent and Additional Charges payable have been paid; (iii) that the address for notices to be sent to the Party furnishing such Estoppel Certificate is as set forth in this Lease (or, if such address for notices has changed, the correct address for notices to such party); (iv) whether or not, to its actual knowledge, such Party or the other Party is in default in the performance of any covenant, agreement or condition contained in this Lease (together with back-up calculation and information reasonably necessary to support such determination) and, if so, specifying each such default of which such Party may have knowledge; (v) that Tenant is in possession of the Leased Property; and (vi) responses to such other questions or statements of fact as such other Party may reasonably request. Any such Estoppel Certificate may be relied upon by the receiving Party and any current or prospective Fee Mortgagee (and their successors and assigns), Permitted Leasehold Mortgagee, or purchaser of the Leased Property, as applicable.

(b) Statements. Tenant shall furnish or cause to be furnished the following to Landlord:

(i) On or before twenty-five (25) days after the end of each calendar month the following items as they pertain to Tenant: (A) an occupancy report for the subject month, including an average daily rate and revenue per available room for the subject month, and (B) monthly and year-to-date operating statements prepared for each calendar month, noting gross revenue, net revenue, operating expenses and operating income (not including any contributions to any FF&E Reserve), and other information reasonably necessary and sufficient to fairly represent the financial position and results of operations of Tenant during such calendar month, and containing a comparison of budgeted income and expenses and the actual income and expenses.

(ii) As to CEOC:

(a) annual financial statements audited by CEOC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with (1) a report thereon by such Accountant which report shall be unqualified as to scope of audit of CEOC and its Subsidiaries and shall provide in substance that (A) such Financial Statements present fairly the consolidated financial position of CEOC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (B) that the audit by such Accountant in connection with such Financial Statements has been made in accordance with GAAP and (2) a certificate, executed by the chief financial officer or treasurer of CEOC certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, all of which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);

(b) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEOC, together with a certificate, executed by the chief financial officer or treasurer of CEOC (A) certifying that no Tenant Event of Default has occurred or, if a Tenant Event of Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto, and (B) certifying that such Financial Statements fairly present, in all material respects, the financial position and results of operations of CEOC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes), all of which shall be provided (x) within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending March 31, 2018); and

(c) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT, in each case of clause (i), (ii) and (iii), subject to Section 23.1(c), below.

(iii) As to CEC:

(a) annual financial statements audited by CEC's Accountant in accordance with GAAP covering such Fiscal Year and containing statement of profit and loss, a balance sheet, and statement of cash flows for CEC, including the report thereon by such Accountant which shall be unqualified as to scope of audit of CEC and its Subsidiaries and shall provide in substance that (a) such consolidated financial statements present fairly the consolidated financial position of CEC and its Subsidiaries as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP and (b) that the audit by CEC's Accountant in connection with such Financial Statements has been made in accordance with GAAP, which shall be provided within ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2017);

(b) quarterly unaudited financial statements, consisting of a statement of profit and loss, a balance sheet, and statement of cash flows for CEC, together with a certificate, executed by the chief financial officer or treasurer of CEC certifying that such Financial Statements fairly present, in all material respects, the financial position and results of operations of CEC and its Subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) which shall be provided within sixty (60) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending September 30, 2017);

(c) such additional information and unaudited quarterly financial information concerning the Leased Property and Tenant, which information shall be limited to balance sheets, income statements, and statements of cash flow, as Landlord, PropCo 1, PropCo or Landlord REIT may require for any ongoing filings with or reports to (i) the SEC under both the Securities Act and the Exchange Act, including, but not limited to 10-Q Quarterly Reports, 10-K Annual Reports and registration statements to be filed by Landlord, PropCo 1, PropCo or Landlord REIT during the Term of this Lease, (ii) the Internal Revenue Service (including in respect of Landlord REIT's qualification as a "real estate investment trust" (within the meaning of Section 856(a) of the Code)) and (iii) any other federal, state or local regulatory agency with jurisdiction over Landlord, PropCo 1, PropCo or Landlord REIT subject to Section 23.1(c) below;

(iv) As soon as it is prepared and in no event later than sixty (60) days after the end of each Fiscal Year, a statement of Net Revenue with respect to the Facility with respect to the prior Lease Year (subject to the additional requirements as provided in Section 3.2 hereof in respect of the periodic determination of the Variable Rent hereunder);

(v) Prompt Notice to Landlord of any action, proposal or investigation by any agency or entity, or complaint to such agency or entity (any of which is called a "Proceeding"), known to Tenant, the result of which Proceeding would reasonably be expected to be to revoke or suspend or terminate or modify in a way adverse to Tenant, or fail to renew or fully continue in effect, (x) any Gaming License, or (y) any other license

or certificate or operating authority pursuant to which Tenant carries on any part of the Primary Intended Use of all or any portion of the Leased Property which, in any case under this clause (y) (individually or collectively), would be reasonably expected to cause a material adverse effect on Tenant or in respect of the Facility (and, without limitation, Tenant shall (A) keep Landlord apprised of (1) the status of any annual or other periodic Gaming License renewals, and (2) the status of non-routine matters before any applicable gaming authorities, and (B) promptly deliver to Landlord copies of any and all non-routine notices received (or sent) by Tenant (or Manager) from (or to) any Gaming Authorities);

(vi) Within ten (10) Business Days after the end of each calendar month, a schedule containing any additions to or retirements of any fixed assets constituting Leased Property, describing such assets in summary form, their location, historical cost, the amount of depreciation and any improvements thereto, substantially in the form attached hereto as Exhibit D, and such additional customary and reasonable financial information with respect to such fixed assets constituting Leased Property as is reasonably requested by Landlord, it being understood that Tenant may classify any asset additions in accordance with the fixed asset methodology for propco-opco separation used as of the Commencement Date;

(vii) Within three (3) Business Days of obtaining actual knowledge of the occurrence of a Tenant Event of Default (or of the occurrence of any facts or circumstances which, with the giving of notice or the passage of time would ripen into a Tenant Event of Default and that (individually or collectively would be reasonably expected to result in a material adverse effect on Tenant or in respect of the Facility), a written notice to Landlord regarding the same, which notice shall include a detailed description of the Tenant Event of Default (or such facts or circumstances) and the actions Tenant has taken or shall take, if any, to remedy such Tenant Event of Default (or such facts or circumstances);

(viii) Such additional customary and reasonable financial information related to the Facility, Tenant, CEOC, CEC and their Affiliates which shall be limited to balance sheets and income statements (and, without limitation, all information concerning Tenant, CEOC, CEC and any of their Affiliates, respectively, or the Facility or the business of Tenant conducted thereat required pursuant to the Fee Mortgage Documents, within the applicable timeframes required thereunder), in each case as may be required by any Fee Mortgagee as an Additional Fee Mortgagee Requirement hereunder to the extent required by Section 31.3;

(ix) The compliance certificates, as and when required pursuant to Section 4.3; and

(x) The Annual Capital Budget as and when required in Section 10.5.

(xi) The monthly revenue and Capital Expenditure reporting required pursuant to Section 10.5(b);



(xii) Together with the monthly reporting required pursuant to the preceding clause (xi), an updated rent roll and a summary of all leasing activity then taking place at the Facility;

(xiii) Operating budget for Tenant for each Fiscal Year, which shall be delivered to Landlord no later than fifty-five (55) days following the commencement of the Fiscal Year to which such operating budget relates;

(xiv) Within five (5) Business Days after request (or as soon thereafter as may be reasonably possible), such further detailed information reasonably available to Tenant with respect to Tenant as may be reasonably requested by Landlord;

(xv) The quarterly reporting in respect of Bookings required pursuant to Section 22.7 of this Lease;

(xvi) The reporting/copies of Subleases made by Tenant in accordance with Section 22.3;

(xvii) Any notices or reporting required pursuant to Article XXXII hereof or otherwise pursuant to any other provision of this Lease; and

(xviii) The monthly reporting required pursuant to Section 4.1 hereof.

The Financial Statements provided pursuant to Section 23.1(b)(iii) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Landlord, PropCo 1, PropCo or Landlord REIT to (x) file such Financial Statements with the SEC if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Landlord, PropCo 1, PropCo or Landlord REIT is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.2(b).

(c) Notwithstanding the foregoing, Tenant shall not be obligated (1) to provide information or assistance that would give Landlord or its Affiliates a “competitive” advantage with respect to markets in which Landlord REIT and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s compliance with the terms of this Lease (and Landlord, PropCo 1, PropCo or Landlord REIT shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information) and provided that appropriate measures are in place to ensure that only Landlord’s auditors and attorneys (and not Landlord or Landlord REIT or any other direct or indirect parent company of Landlord) are provided access to such information) or (2) to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(d) For purposes of this Section 23.1, the terms “CEC”, “CEOC”, “PropCo 1”, “PropCo” and “Landlord REIT” shall mean, in each instance, each of such parties and their respective successors and permitted assigns.

### **23.2 SEC Filings; Offering Information.**

(a) Tenant specifically agrees that Landlord, PropCo 1, PropCo or Landlord REIT may file with the SEC or incorporate by reference the Financial Statements referred to in Section 23.1(b)(ii) and (iii) (and Financial Statements referred to in Section 23.1(b)(ii) and (iii) for any prior annual or quarterly periods as required by any Legal Requirements) in Landlord’s, PropCo 1’s PropCo’s or Landlord REIT’s filings made under the Securities Act or the Exchange Act to the extent it is required to do so pursuant to Legal Requirements. In addition, Landlord, PropCo 1, PropCo or Landlord REIT may include, cross-reference or incorporate by reference the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements) and other financial information and such information concerning the operation of the Leased Property (1) which is publicly available or (2) the inclusion of which is approved by Tenant in writing, which approval may not be unreasonably withheld, conditioned or delayed, in offering memoranda or prospectuses or confidential information memoranda, or similar publications or marketing materials, rating agency presentations, investor presentations or disclosure documents in connection with syndications, private placements or public offerings of Landlord’s, PropCo 1’s, PropCo’s or Landlord REIT’s securities or loans. Unless otherwise agreed by Tenant, neither Landlord, PropCo 1, PropCo nor Landlord REIT shall revise or change the wording of information previously publicly disclosed by Tenant and furnished to Landlord, PropCo 1, PropCo or Landlord REIT pursuant to Section 23 or this Section 23.2, and Landlord’s, PropCo 1’s PropCo’s or Landlord REIT’s Form 10-Q or Form 10-K (or amendment or supplemental report filed in connection therewith) shall not disclose the operational results of the Leased Property prior to CEC’s, Tenant’s or its Affiliate’s public disclosure thereof so long as CEC, Tenant or such Affiliate reports such information in a timely manner in compliance with the reporting requirements of the Exchange Act, in any event, no later than ninety (90) days after the end of each Fiscal Year. Landlord agrees to use commercially reasonable efforts to provide a copy of the portion of any public disclosure containing the Financial Statements, or any cross-reference thereto or incorporation by reference thereof (other than cross-references to or incorporation by reference of Financial Statements that were previously publicly filed), or any other financial information or other information concerning the operation of the Leased Property received by Landlord under this Lease, at least two (2) Business Days in advance of any such public disclosure. Without vitiating any other provision of this Lease, the preceding sentence is not intended to restrict Landlord from disclosing such information to any Fee Mortgagee pursuant to the express terms of the Fee Mortgage Documents or in connection with other ordinary course reporting under the Fee Mortgage Documents.

(b) Tenant understands that, from time to time, Landlord, PropCo 1, PropCo or Landlord REIT may conduct one or more financings, which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to furnish to Landlord, to the extent reasonably requested or required in connection with any such financings, the information referred to in Section 23.1(b), as applicable (subject to Section 23.1(c) as and to the extent applicable) (it being understood that the disclosure of any such information to any such Persons by Landlord shall be subject to Section 41.22 hereof as if such Persons were Representatives hereunder) and in each case including for any prior annual or quarterly periods as required by any Legal Requirements, as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Tenant, CEOC or CEC at such time). In

addition, Tenant shall, upon the request of Landlord, use commercially reasonable efforts to provide Landlord and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Landlord, PropCo 1, PropCo or Landlord REIT. Landlord shall reimburse Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.2(b) (and, unless any non-compliance with this Lease to more than a de minimis extent is revealed, any exercise by Landlord of audit rights pursuant to Section 23.1(c)) (including, without limitation, reasonable and documented fees and expenses of accountants and attorneys, but excluding, for the avoidance of doubt, any such fees and expenses incurred in the preparation of the Financial Statements). In addition, Landlord shall indemnify and hold harmless Tenant, CEOC and CEC, their respective Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them (collectively, “Losses”) in connection with any cooperation provided pursuant to this Section 23.2(b), except to the extent (i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person or (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Tenant to Landlord hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading.

### **23.3 Landlord Obligations**

(a) Landlord agrees that, upon request of Tenant, it shall from time to time provide such information as may be reasonably requested by Tenant with respect to Landlord’s, PropCo 1’s, PropCo’s and Landlord REIT’s capital structure and/or any financing secured by this Lease or the Leased Property in connection with Tenant’s review of the treatment of this Lease under GAAP.

(b) Landlord further understands and agrees that, from time to time, Tenant, CEOC, CEC or their respective Affiliates may conduct one or more financings, which financings may involve the participation of placement agents, underwriters, initial purchasers or other persons deemed underwriters under applicable securities law. In connection with any such financings, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to furnish to Tenant, to the extent reasonably requested or required in connection with any such financings, the Financial Statements (and for any prior annual or quarterly periods as required by any Legal Requirements), other financial information and cooperation as promptly as reasonably practicable after the request therefor (taking into account, among other things, the timing of any such request and any Legal Requirements applicable to Landlord, PropCo 1, PropCo or Landlord REIT at such time). In addition, Landlord shall, upon the request of Tenant, use commercially reasonable efforts to provide Tenant and its Representatives with such management representation letters, comfort letters and consents of applicable certified independent auditors to the inclusion of their reports in applicable financing disclosure documents as may be reasonably requested or required in connection with the sale or registration of securities by Tenant, CEOC,

CEC or any of their respective Affiliates. Tenant shall reimburse Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives as promptly as reasonably practicable after the request therefor, for any reasonable and actual, documented expenses incurred in connection with any cooperation provided pursuant to this Section 23.3(b) (including, in each case, without limitation, reasonable and documented fees and expenses of accountants and attorneys and allocated costs of internal employees but excluding, for the avoidance of doubt, any such fees, expenses and allocated costs incurred in the preparation of the Financial Statements). In addition, Tenant shall indemnify and hold harmless Landlord, PropCo 1, PropCo, Landlord REIT, their respective Subsidiaries and their respective Representatives from and against any and all Losses in connection with any cooperation provided pursuant to this Section 23.3(b), except to the extent (i) such Losses were suffered or incurred as a result of the bad faith, gross negligence or willful misconduct of any such indemnified person or (ii) such Losses were caused by any untrue statement or alleged untrue statement of a material fact contained in any Financial Statements delivered by Landlord to Tenant hereunder, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading.

(c) The Financial Statements provided pursuant to Section 23.3(b) shall be prepared in compliance with applicable federal securities laws, including Regulation S-X (and for any prior periods required thereunder), if and to the extent such compliance with federal securities laws, including Regulation S-X (and for any prior periods required thereunder), is required to enable Tenant, CEOC or CEC or their respective Affiliates to (x) file such Financial Statements with the SEC if and to the extent that Tenant, CEOC or CEC is required to file such Financial Statements with the SEC pursuant to Legal Requirements or (y) include such Financial Statements in an offering document if and to the extent that Tenant, CEOC or CEC or their respective affiliates is reasonably requested or required to include such Financial Statements in any offering document in connection with a financing contemplated by and to the extent required by Section 23.3(b).

## **ARTICLE XXI**

### **VLANDLORD'S RIGHT TO INSPECT**

Upon reasonable advance written notice to Tenant, Tenant shall permit Landlord and its authorized representatives (including any Fee Mortgagee and its representatives) to inspect the Leased Property or any portion thereof during reasonable times (or at such time and with such notice as shall be reasonable in the case of an emergency) (and Tenant shall be permitted to have any such representatives of Landlord accompanied by a representative of Tenant). Landlord shall take reasonable care to minimize disturbance of the operations on the applicable portion of the Leased Property.

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**ARTICLE XXV**

**NO WAIVER**

No delay, omission or failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy hereunder and no acceptance of full or partial payment of Rent during the continuance of any default or Tenant Event of Default shall impair any such right or constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

**ARTICLE XXVI**

**REMEDIES CUMULATIVE**

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Landlord now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Landlord of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Landlord of any or all of such other rights, powers and remedies.

**ARTICLE XXVII**

**ACCEPTANCE OF SURRENDER**

No surrender to Landlord of this Lease or of the Leased Property or any part thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Landlord, and no act by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, shall constitute an acceptance of any such surrender.

**ARTICLE XXVIII**

**NO MERGER**

There shall be no merger of this Lease or of the Leasehold Estate created hereby by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, (i) this Lease or the Leasehold Estate created hereby or any interest in this Lease or such Leasehold Estate and (ii) the fee estate in the Leased Property or any portion thereof. If Landlord or any Affiliate of Landlord shall purchase any fee or other interest in the Leased Property or any portion thereof that is superior to the interest of Landlord, then the estate of Landlord and such superior interest shall not merge.

ARTICLE XXIX

INTENTIONALLY OMITTED

ARTICLE XXX

QUIET ENJOYMENT

So long as no Tenant Event of Default shall have occurred and be continuing, Tenant shall peaceably and quietly have, hold and enjoy the Leased Property for the Term, free of any claim or other action by Landlord or anyone claiming by, through or under Landlord, but subject (i) to the provisions, terms and conditions of this Lease, and (ii) to all liens and encumbrances existing as of the Commencement Date, or thereafter as provided for in this Lease or consented to by Tenant. No failure by Landlord to comply with the foregoing covenant shall give Tenant any right to cancel or terminate this Lease or abate, reduce or make a deduction from or offset against the Rent or any other sum payable under this Lease, or to fail to perform any other obligation of Tenant hereunder. Notwithstanding the foregoing, Tenant shall have the right, by separate and independent action to pursue any claim it may have against Landlord as a result of a breach by Landlord of the covenant of quiet enjoyment contained in this Article XXX.

ARTICLE XXXI

LANDLORD FINANCING

**31.1 Landlord's Financing.**

(a) Without the consent of Tenant (but subject to the remainder of this Section 31.1), Landlord may from time to time, directly or indirectly, create or otherwise cause to exist any Fee Mortgage upon all of the Leased Property (other than de minimis portions thereof that are not capable of being assigned or transferred) (or upon interests in Landlord which are pledged pursuant to a mezzanine loan or similar financing arrangement). Except with respect to any financing that is not secured by any of Landlord's assets and with respect to which Landlord is not an obligor, Landlord shall cause all Fee Mortgagees to execute a joinder to the Intercreditor Agreement in a form reasonably acceptable to all parties thereto. This Lease is and at all times shall be subordinate to any Existing Fee Mortgage and any other Fee Mortgage which may hereafter affect the Leased Property or any portion thereof or interest therein and in each case to all renewals, modifications, consolidations, replacements, restatements and extensions thereof or any parts or portions thereof; provided, however, that the subordination of this Lease and Tenant's leasehold interest hereunder to any new Fee Mortgage hereafter made, shall be conditioned upon the execution and delivery to Tenant by the respective Fee Mortgagee of a commercially reasonable subordination, nondisturbance and attornment agreement, which will bind Tenant and such Fee Mortgagee and its successors and assigns as well as any person who acquires any portion of the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or a successor owner of the Leased Property (each, a "Foreclosure Purchaser") and which shall provide, among other things, that so long as there is no outstanding and continuing Tenant Event of Default under this Lease (or, if there is a continuing Tenant Event of Default, subject to the rights granted to a Permitted Leasehold Mortgagee as expressly

set forth in this Lease), the holder of such Fee Mortgage, and any Foreclosure Purchaser shall not disturb Tenant's leasehold interest or possession of the Leased Property, subject to and in accordance with the terms hereof, and shall give effect to this Lease, including, but not limited to, the provisions of Article XVII which benefit any Permitted Leasehold Mortgagee (as if such Fee Mortgagee or Foreclosure Purchaser were the landlord under this Lease (it being understood that if a Tenant Event of Default has occurred and is continuing at such time, such parties shall be subject to the terms and provisions hereof concerning the exercise of rights and remedies upon such Tenant Event of Default including the provisions of Articles XVI, XVII and XXVI)). In connection with the foregoing and at the request of Landlord, Tenant shall promptly execute a subordination, nondisturbance and attornment agreement that contains commercially reasonable provisions, terms and conditions, in all events complying with this Section 31.1 (it being understood that a subordination, non-disturbance and attornment agreement substantially in the form, if any, executed by Tenant and the Fee Mortgagee in connection with the Existing Fee Mortgage financing as of the Commencement Date shall be deemed to satisfy this Section). In connection with any subsequent Fee Mortgage, as a condition to the Fee Mortgagee holding any of the Fee Mortgage Reserve Accounts, Tenant and such Fee Mortgagee shall have entered into a subordination, nondisturbance and attornment agreement as provided in this Section 31.1(a).

(b) If, in connection with obtaining any Fee Mortgage or entering into any agreement relating thereto, Landlord shall request in writing (i) reasonable cooperation from Tenant or (ii) reasonable amendments or modifications to this Lease, in each case required to comply with any reasonable request made by Fee Mortgagee, Tenant shall reasonably cooperate with such request, so long as (I) no default in any material respect by Landlord beyond applicable cure periods is continuing, (II) all reasonable documented out-of-pocket costs and expenses incurred by Tenant in connection with such cooperation, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Landlord and (III) any requested action, including any amendments or modification of this Lease, shall not (a) increase Tenant's monetary obligations under this Lease by more than a de minimis extent, or increase Tenant's non-monetary obligations under this Lease in any material respect or decrease Landlord's obligations in any material respect, (b) diminish Tenant's rights under this Lease in any material respect, (c) adversely impact the value of the Leased Property by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Leased Property, Tenant or Landlord, (d) result in this Lease not constituting a "true lease", or (e) result in a default under any Permitted Leasehold Mortgage. The foregoing is not intended to vitiate or supersede the provisions, terms and conditions of Section 31.1 hereof.

(c) To secure Landlord's obligations under any Fee Mortgage, including the Existing Fee Mortgage, Landlord shall have the right to collaterally assign to Fee Mortgagee, all rights title and interest of Landlord in and under this Lease, including in the Tenant's Pledged Property.

**31.2 Attornment.** If either (a) Landlord's interest in the Leased Property or any portion thereof or interest therein is sold, conveyed or terminated upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise) or (b) equity interests in Landlord are sold or conveyed upon the exercise of any remedy provided for in any Fee Mortgage Documents (or in lieu of such exercise), or otherwise by operation of law, then, at the request and option of the new owner or superior lessor, as the case may be, Tenant shall attorn to and recognize the new owner or superior lessor as Tenant's "landlord".

### **31.3 Compliance with Fee Mortgage Documents.**

(a) Tenant acknowledges that any Fee Mortgage Documents executed by Landlord or any Affiliate of Landlord may impose certain obligations on the “borrower” or other counterparty thereunder to comply with, or cause the operator and/or lessee of the Leased Property to comply with, certain reasonable covenants contained therein, including, without limitation, covenants relating to (i) the alteration, maintenance, repair and restoration of the Leased Property; (ii) maintenance and submission of financial records and accounts of the operation of the Leased Property and financial and other information regarding the operator and/or lessee of the Leased Property and the Leased Property itself; (iii) the procurement of insurance policies with respect to the Leased Property; (iv) removal of liens and encumbrances; (v) subleasing, management and related activities; and (vi) without limiting the foregoing, compliance with all applicable Legal Requirements (including Gaming Regulations) relating to the Leased Property and the operation of the business thereon or therein. From and after the date any Fee Mortgage encumbers the Leased Property (or any portion thereof or interest therein) and Landlord has provided Tenant with true and complete copies thereof and, if Landlord elects, of any applicable Fee Mortgage Documents (for informational purposes only, but not for Tenant’s approval), accompanied by a written request for Tenant to comply with the Additional Fee Mortgage Requirements (hereinafter defined) (which request shall expressly reference this Section 31.3 and expressly identify the Fee Mortgage Documents and sections thereof containing the Additional Fee Mortgage Requirements), and continuing until the first to occur of (1) such Fee Mortgage Documents ceasing to remain in full force and effect by reason of satisfaction in full of the indebtedness thereunder or foreclosure or similar exercise of remedies or otherwise), (2) the Expiration Date, (3) such time as Tenant’s compliance with the Additional Fee Mortgage Requirements would constitute or give rise to a breach or violation of (x) this Lease or the MLSA, in either case not waived by Landlord and, if applicable, Manager, (y) Legal Requirements (including Gaming Regulations and Liquor Laws), or (z) any Permitted Leasehold Mortgage (not waived by the applicable Permitted Leasehold Mortgagee), provided, however, with respect to this clause (z), (I) Tenant shall not be relieved of its obligation to comply with (A) the terms of the Additional Fee Mortgage Requirements in effect as of the Commencement Date (whether embodied in the Existing Fee Mortgage or related Fee Mortgage Documents or in any future Fee Mortgage or related Fee Mortgage Documents containing the applicable corresponding terms), nor (B) unless the applicable terms of the Permitted Leasehold Mortgage were customary at the time entered into, any Additional Fee Mortgage Requirements (other than any Additional Fee Mortgage Requirements covered under the preceding clause (A)) in effect as of the time when the Permitted Leasehold Mortgage was obtained, and (II) such Permitted Leasehold Mortgage shall have been entered into by Tenant without any intent to vitiate or supersede the terms of any applicable Additional Fee Mortgage Requirements, and (4) Tenant receives written direction from Landlord, any Fee Mortgagee or any governmental authority requesting or instructing Tenant to cease complying with the Additional Fee Mortgage Requirements, (provided, prior to ceasing compliance with any Additional Fee Mortgage Requirements under the preceding clauses (3) and (4), Tenant shall first provide Landlord with prior written notice together with, (x) if acting pursuant to clause (3), reasonably detailed materials evidencing that such compliance constitutes such a breach, and (y) if acting pursuant to clause (4), a copy of the applicable communication(s) from such Fee Mortgagee or governmental authority, as applicable, and Tenant shall in such event only cease compliance with the specific Additional Fee Mortgage Requirements in question under clause (3) or that are covered by the



written direction under clause (4), as applicable) (such time period, the “Additional Fee Mortgage Requirements Period”), Tenant covenants and agrees, at its sole cost and expense and for the express benefit of Landlord (and not, for the avoidance of doubt, any Fee Mortgagee, which shall not be construed to be a third-party beneficiary of this Lease, provided, however, this parenthetical provision is not intended to vitiate Tenant’s obligation to perform any or all of the Additional Fee Mortgage Requirements directly for the benefit of any Fee Mortgagee as and to the extent agreed to by Tenant in an agreement entered into directly between Tenant and such Fee Mortgagee), to operate the Leased Property (or cause the Leased Property to be operated) in compliance with the Additional Fee Mortgage Requirements of which it has received written notice. For the avoidance of doubt, notwithstanding anything to the contrary herein, Tenant shall not be required to comply with and shall not have any other obligations with respect to any terms or conditions of, or amendments or modifications to, any Fee Mortgage or other Fee Mortgage Documents that do not constitute Additional Fee Mortgage Requirements; provided, however, that the foregoing shall not be deemed to release Tenant from its obligations under this Lease that do not derive from the Fee Mortgage Documents, whether or not such obligations are duplicative of those set forth in the Fee Mortgage Documents.

(b) As used herein, “Additional Fee Mortgage Requirements” means those customary requirements as to the operation of the Leased Property and the business thereon or therein which the Fee Mortgage Documents impose (x) directly upon, or require Landlord (or Landlord’s Affiliate borrower thereunder) to impose upon, the tenant(s) and/or operator(s) of the Leased Property or (y) directly upon Landlord, but which, by reason of the nature of the obligation(s) imposed and the nature of Tenant’s occupancy and operation of the Leased Property and the business conducted thereupon, are not reasonably susceptible of being performed by Landlord and are reasonably susceptible of being performed by Tenant (excluding, for the avoidance of doubt, payment of any indebtedness or other obligations evidenced or secured thereby) and, except with respect to the Existing Fee Mortgage (of which Tenant is deemed to have received written notice) of which Tenant has received written notice; provided, however, that, notwithstanding the foregoing, Additional Fee Mortgage Requirements shall not include or impose on Tenant (and Tenant will not be subject to) obligations which (i) are not customary for the type of financing provided under the applicable Fee Mortgage Documents, (ii) increase Tenant’s monetary obligations under this Lease to more than a de minimis extent (it being agreed that (x) funding and maintaining Fee Mortgage Reserve Accounts in the same amounts (as increased, for purposes of this clause (x), by the Escalator on the first (1st) day of each Lease Year (commencing on the first (1st) day of the second (2nd) Lease Year)) as required pursuant to the Existing Fee Mortgage Documents and (y) making payments otherwise payable to Landlord into a “lockbox” account designated by a Fee Mortgagee shall not be deemed to increase Tenant’s monetary obligations under the Lease), (iii) increase Tenant’s non-monetary obligations under this Lease in any material respect (it being agreed that funding and maintaining Fee Mortgage Reserve Accounts in amounts described in clause (ii)(x) above and making payments otherwise payable to Landlord into a “lockbox” account designated by a Fee Mortgagee shall not be deemed to increase Tenant’s non-monetary obligations under the Lease), or (iv) diminish Tenant’s rights under this Lease in any material respect. Notwithstanding the foregoing, the Parties agree that (A) the Additional Fee Mortgage Requirements as in effect on the Commencement Date, arising out of the Existing Fee Mortgage and the related Fee Mortgage Documents in each case as in effect on the Commencement Date, shall consist solely of those requirements and obligations set forth on Exhibit J attached hereto, and (B) the Additional Fee

Mortgagee Requirements, to the extent arising out of any Fee Mortgage and the related Fee Mortgage Documents, in each case, entered into after the Commencement Date, shall not include any requirements or obligations that arise out of the representations or warranties made under such Fee Mortgage or Fee Mortgage Documents (but, for the avoidance of doubt, this clause (B) is not intended to (i) exclude from the Additional Fee Mortgage Requirements hereunder subsequent to the Commencement Date any such requirements or obligations to the extent arising out of any provisions, terms or conditions of such Fee Mortgage or such Fee Mortgage Documents other than such representations and warranties, or (ii) vitiate or supersede Tenant's obligation to cooperate with Landlord in connection with Landlord obtaining any Fee Mortgage or entering into any arrangement relating thereto as provided in Section 31.1(b) hereof).

(c) Notwithstanding the foregoing, prior to Tenant being required to fund reserves for taxes and insurance or any other Fee Mortgage Reserve Accounts in accordance with the preceding Section 31.1(b), Tenant shall have received from Landlord and the applicable Fee Mortgagee, an agreement reasonably acceptable to Tenant providing that such sums deposited by Tenant must, unless and until both (x) the Landlord's Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, be used for the payment, when due and payable, of the actual applicable tax and insurance bills or other applicable amounts for which they were reserved (and may not be used by such Fee Mortgagee (or by Landlord) as collateral for sums due under the applicable Fee Mortgage Documents or for any other purpose). Any proposed implementation of any additional financial covenants (i.e., a requirement that Tenant must meet certain specified performance tests of a financial nature, e.g., meeting a threshold EBITDAR, Net Revenue, financial ratio or similar test) that are imposed on Tenant shall not constitute Additional Fee Mortgage Requirements (it being understood that Landlord may agree to such financial covenants being imposed in any Fee Mortgage Documents so long as such financial covenants will not impose additional obligations on Tenant to comply therewith). For the avoidance of doubt, Additional Fee Mortgage Requirements may include (to the extent consistent with the foregoing definition of Additional Fee Mortgage Requirements) requirements of Tenant to:

(i) fund and maintain reasonably required and customary impound, escrow or other reserve or similar accounts as security for or otherwise relating to any operating expenses of the Leased Property, including any fixture, furniture and equipment, capital repair or replacement reserves and/or impounds or escrow accounts for taxes, ground rent and/or insurance premiums (each a "Fee Mortgage Reserve Account"); provided, however, without Tenant's prior written consent, the Additional Fee Mortgage Requirements shall not impose obligations to fund or maintain Fee Mortgage Reserve Accounts in excess of amounts otherwise required to be reserved under the Fee Mortgage Documents as in effect on the Commencement Date; and provided further that (A) any amounts which Tenant is required to fund into a Fee Mortgage Reserve Account pursuant to Additional Fee Mortgage Requirements shall be credited on a dollar for dollar basis against the respective applicable expenditure obligations of Tenant for the Leased Property under this Lease at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used for their intended purpose (e.g., payment of funds into a Fee

Mortgage Reserve Account on account of Impositions shall be deemed satisfaction of Tenant's obligation under this Lease to pay such amount of Impositions at such time that such funds are used or (subject to satisfaction of the applicable disbursement conditions in the Fee Mortgage Documents as in effect on the Commencement Date or in any future Fee Mortgage Documents in each case to the extent Tenant is required to comply therewith pursuant to this Article XXXI) requested by Tenant to be used to pay the applicable Impositions (whether such Impositions are paid directly by Tenant or by the Fee Mortgagee in accordance with the terms of the Fee Mortgage Documents)), and (B) unless and until both (x) the Landlord's Enforcement Condition has occurred and (y) this Lease has been terminated by Landlord pursuant to Section 16.2(x) hereof, (i) Tenant shall, subject to the terms hereof (and, to the extent consisting of Additional Fee Mortgagee Requirements, the terms and conditions applicable to the Fee Mortgage Reserve Accounts under the related Fee Mortgage Documents), have the right to apply or use (including for reimbursement) all amounts held in each such Fee Mortgage Reserve Account for payment or reimbursement of amounts for which such reserve was established, without regard to any default by Landlord under the Fee Mortgage or other condition beyond the control of Tenant, and (ii) such amounts may not be applied against the Fee Mortgage. Landlord hereby further acknowledges that funds deposited by Tenant in any Fee Mortgage Reserve Account are, subject to the applicable provisions, terms and conditions of this Lease, the property of Tenant and accordingly, so long as no Tenant Event of Default is continuing, except as may be agreed to by Tenant in its sole discretion in respect of any other applicable Additional Fee Mortgagee Requirements, the applicable Fee Mortgagee shall agree to return the portion of such funds not previously released to Tenant within fifteen (15) days following the expiration of the Additional Fee Mortgagee Requirements Period and may not apply such funds against the Fee Mortgage.

(ii) make Rent payments into "lockbox accounts" maintained for the benefit of Fee Mortgagee; and/or

(iii) subject to this Section 31.3, perform other actions consistent with the obligations described in the first sentence of this Section 31.3.

(d) In the event Tenant breaches its obligations to comply with Additional Fee Mortgagee Requirements as described herein (without regard to any notice or cure period under the Fee Mortgage Documents and without regard to whether a default or event of default has occurred as a result thereof under the Fee Mortgage Documents), Landlord shall have the right, following the failure of Tenant to cure such breach within twenty (20) days from receipt of written notice to Tenant from Landlord of such breach (except to the extent the breach is of a nature such that it is not practicable for Landlord to provide such prior written notice, in which event Landlord shall provide written notice as soon as practicable), to cure such breach, in which event Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses incurred in connection with curing such breach.

(e) Landlord and Tenant acknowledge that, in connection with the implementation of the Bankruptcy Plan, CEC and Affiliates of Tenant were involved in the negotiations concerning the Existing Fee Mortgage Documents and reviewed the provisions, terms and conditions of the Existing Fee Mortgage Documents, and, accordingly, Tenant hereby

consents and agrees to all provisions, terms and conditions of the Existing Fee Mortgage Documents as in effect as of the date hereof that comprise Additional Fee Mortgage Requirements and the same are set forth on Exhibit J attached hereto. If Landlord or its Affiliate anticipates entering into new or modified Fee Mortgage Documents that would modify or impose new Additional Fee Mortgage Requirements, Landlord shall (x) provide copies of the same to Tenant with reasonably sufficient time prior to the execution and delivery thereof by Landlord or any Affiliate of Landlord to enable Tenant to timely comply with any such changes to the, or new, Additional Fee Mortgage Requirements and (y) promptly upon the execution and delivery thereof by Landlord or any Affiliate of Landlord, deliver to Tenant an updated description thereof in accordance with the second sentence of this Section 31.3.

(f) To the extent of any conflict between the terms and provisions of any agreement to which Landlord, Tenant and Fee Mortgagee are parties and the terms and provisions of this Section 31.3, the terms and provisions of such agreement shall govern and control in accordance with its terms.

(g) Notwithstanding anything otherwise set forth in this Lease, Landlord shall have no obligation or liability to Tenant in connection with any approval, consent or other determination which is to be given by Fee Mortgagee in respect of any Additional Fee Mortgage Requirements, so agreed to by Tenant, except in any case solely as and to the extent expressly provided in this Lease.

## ARTICLE XXXII

### ENVIRONMENTAL COMPLIANCE

**32.1 Hazardous Substances.** Tenant shall not allow any Hazardous Substance to be located in, on, under or about the Leased Property or any portion thereof or incorporated into the Facility; provided however that Hazardous Substances may be (i) brought, kept, used or disposed of in, on or about the Leased Property in quantities and for purposes similar to those brought, kept, used or disposed of in, on or about similar facilities used for purposes similar to the Primary Intended Use or in connection with the construction of facilities similar to the Leased Property and (ii) disposed of in strict compliance with Legal Requirements (other than Gaming Regulations). Tenant shall not allow the Leased Property or any portion thereof to be used as a waste disposal site or for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements (other than Gaming Regulations).

**32.2 Notices.** Tenant shall provide to Landlord, as soon as reasonably practicable but in no event later than fifteen (15) days after Tenant's receipt thereof, a copy of any notice, notification or request for information with respect to, (i) any violation of a Legal Requirement (other than Gaming Regulations) relating to, or Release of, Hazardous Substances located in, on, or under the Leased Property or any portion thereof or any adjacent property; (ii) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed or threatened in writing with respect to the Leased Property or any portion thereof; (iii) any material claim made or threatened in writing by any Person against Tenant or the Leased

Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substance; and (iv) any reports made to any federal, state or local environmental agency arising out of or in connection with any Hazardous Substance in, on, under or removed from the Leased Property or any portion thereof, including any written complaints, notices, warnings or assertions of violations in connection therewith

**32.3 Remediation.** If Tenant becomes aware of a violation of any Legal Requirement (other than Gaming Regulations) relating to any Hazardous Substance in, on, under or about the Leased Property or any portion thereof or any adjacent property, or if Tenant, Landlord or the Leased Property or any portion thereof becomes subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise remediate the Leased Property, Tenant shall promptly notify Landlord of such event and, at its sole cost and expense, cure such violation or effect such repair, closure, detoxification, decontamination or other remediation. If Tenant fails to diligently pursue, implement and complete any such cure, repair, closure, detoxification, decontamination or other remediation, which failure continues after notice and expiration of applicable cure periods, Landlord shall have the right, but not the obligation, to carry out such action and to recover from Tenant all of Landlord's costs and expenses incurred in connection therewith.

**32.4 Indemnity.** Each of the Persons comprising Tenant shall jointly and severally indemnify, defend, protect, save, hold harmless, and reimburse Landlord or any Affiliate of Landlord for, from and against any and all actual out-of-pocket costs, losses (including, losses of use or economic benefit or diminution in value), liabilities, damages, assessments, lawsuits, deficiencies, demands, claims and expenses (collectively, "Environmental Costs") (whether or not arising out of third-party claims and regardless of whether liability without fault is imposed, or sought to be imposed, on Landlord) incurred in connection with, arising out of, resulting from or incident to, directly or indirectly, in each case before or during (but not if first occurring after) the Term (i) the production, use, generation, storage, treatment, transporting, disposal, discharge, Release or other handling or disposition of any Hazardous Substances from, in, on or under the Leased Property or any portion thereof (collectively, "Handling"), including the effects of such Handling of any Hazardous Substances on any Person or property within or outside the boundaries of the Leased Property, (ii) the presence of any Hazardous Substances in, on or under the Leased Property and (iii) the violation of any Environmental Law. "Environmental Costs" include interest, costs of response, removal, remedial action, containment, cleanup, investigation, design, engineering and construction, damages (including actual and consequential damages) for personal injuries and for injury to, destruction of or loss of property or natural resources, relocation or replacement costs, penalties, fines, charges or expenses, reasonable attorney's fees, reasonable expert fees, reasonable consultation fees, and court costs, and all amounts paid in investigating, defending or settling any of the foregoing, as applicable. Tenant's indemnity hereunder shall survive the termination of this Lease, but in no event shall Tenant's indemnity apply to Environmental Costs incurred in connection with, arising out of, resulting from or incident to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease.

Without limiting the scope or generality of the foregoing, Tenant expressly agrees that, in the event of a breach by Tenant in its obligations under Sections 32.1 through 32.3 that is not cured within any applicable cure period, Tenant shall reimburse Landlord for any and all reasonable costs and expenses incurred by Landlord in connection with, arising out of, resulting from or incident to (directly or indirectly, before or during (but not if first occurring after) the Term) the following:

- (a) investigating any and all matters relating to the Handling of any Hazardous Substances, in, on, from or under the Leased Property or any portion thereof;
- (b) bringing the Leased Property into compliance with all Legal Requirements, and
- (c) removing, treating, storing, transporting, cleaning-up and/or disposing of any Hazardous Substances used, stored, generated, released or disposed of in, on, from, under or about the Leased Property or off-site other than in the ordinary course of the business conducted at the Leased Property and in compliance with applicable Legal Requirements.

If any claim is made by Landlord for reimbursement for Environmental Costs incurred by it hereunder, Tenant agrees to pay such claim promptly, and in any event to pay such claim within sixty (60) calendar days after receipt by Tenant of written notice thereof and any amount not so paid within such sixty (60) calendar day period shall bear interest at the Overdue Rate from the date due to the date paid in full.

**32.5 Environmental Inspections.** In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right, from time to time, during normal business hours and upon not less than five (5) Business Days written notice to Tenant (except in the case of an emergency of imminent threat to human health or safety or damage to property, in which event Landlord shall undertake reasonable efforts to notify a representative of Tenant as soon as practicable under the circumstances), to conduct an inspection of the Leased Property or any portion thereof (and Tenant shall be permitted to have Landlord or its representatives accompanied by a representative of Tenant) to determine the existence or presence of Hazardous Substances on or about the Leased Property or any portion thereof. In the event Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4, Landlord shall have the right to enter and inspect the Leased Property or any portion thereof, conduct any testing, sampling and analyses it reasonably deems necessary and shall have the right to inspect materials brought into the Leased Property or any portion thereof. Landlord may, in its discretion, retain such experts to conduct the inspection, perform the tests referred to herein, and to prepare a written report in connection therewith if Landlord has a reasonable basis to believe that Tenant is in breach of its obligations under Sections 32.1 through 32.4. All costs and expenses incurred by Landlord under this Section 32.6 shall be the responsibility of Landlord, except solely to the extent Tenant has breached its obligations under Sections 32.1 through 32.5, in which event such reasonable costs and expenses shall be paid by Tenant to Landlord as provided in Section 32.4. Failure to conduct an environmental inspection or to detect unfavorable conditions if such inspection is conducted shall in no fashion constitute a release of any liability for environmental conditions subsequently determined to be associated with or to

have occurred during Tenant’s tenancy. Tenant shall remain liable for any environmental condition related to or having occurred during its tenancy regardless of when such conditions are discovered and regardless of whether or not Landlord conducts an environmental inspection at the termination of this Lease. The obligations set forth in this Article XXXII shall survive the expiration or earlier termination of this Lease but in no event shall Article XXXII apply to matters first occurring after the later of (x) the end of the Term and (y) the date upon which Tenant shall have vacated the Leased Property and surrendered the same to Landlord, in each case to the extent such matters are not or were not caused by the acts or omissions of Tenant in breach of this Lease.

**Article XXXIII**

**MEMORANDUM OF LEASE**

Landlord and Tenant shall, promptly upon the request of either Party, enter into a short form memoranda of this Lease, in form suitable for recording in the county or other applicable location in which the Leased Property is located. Each Party shall bear its own costs in negotiating and finalizing such memoranda, but Tenant shall pay all costs and expenses of recording any such memorandum and shall fully cooperate with Landlord in removing from record any such memorandum upon the Expiration Date.

**ARTICLE XXXIV**

**DISPUTE RESOLUTION**

**34.1 Expert Valuation Process.** Whenever a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value is required pursuant to any provision of this Lease, and where Landlord and Tenant have not been able to reach agreement on such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value either (i) with respect to Fair Market Base Rental Value applicable to a Renewal Term, within three hundred seventy (370) days prior to the commencement date of a Renewal Term or (ii) for all other purposes, after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to seek, upon written notice to the other Party (the “Expert Valuation Notice”), which notice clearly identifies that such Party seeks, to have such Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value determined in accordance with the following Expert Valuation Process:

(a) Within twenty (20) days of the receiving Party’s receipt of the Expert Valuation Notice, Landlord and Tenant shall provide notice to the other Party of the name, address and other pertinent contact information, and qualifications of its selected appraiser (which appraiser must be an independent qualified MAI appraiser (i.e., a Member of the Appraisal Institute)).

(b) As soon as practicable following such notice, and in any event within twenty (20) days following their selection, each appraiser shall prepare a written appraisal of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) as of the relevant date of valuation, and deliver the same to its respective client.

Representatives of the Parties shall then meet and simultaneously exchange copies of such appraisals. Following such exchange, the appraisers shall promptly meet and endeavor to agree upon Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) based on a written appraisal made by each of them (and given to Landlord by Tenant). If such two appraisers shall agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value, as applicable, such agreed amount shall be binding and conclusive upon Landlord and Tenant.

(c) If such two appraisers are unable to agree upon a Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within five (5) Business Days after the exchange of appraisals as aforesaid, then such appraisers shall advise Landlord and Tenant of the same and, within twenty (20) days of the exchange of appraisals, select a third appraiser (which third appraiser, however selected, must be an independent qualified MAI appraiser) to make the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value. The selection of the third appraiser shall be binding and conclusive upon Landlord and Tenant.

(d) If such two appraisers shall be unable to agree upon the designation of a third appraiser within the twenty (20) day period referred to in clause (c) above, or if such third appraiser does not make a determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) within thirty (30) days after his or her selection, then such third appraiser (or a substituted third appraiser, as applicable) shall, at the request of either Party, be appointed by the Appointing Authority and such appointment shall be final and binding on Landlord and Tenant. The determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser appointed pursuant hereto shall be made within twenty (20) days after such appointment.

(e) If a third appraiser is selected, Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) shall be the average of (x) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the third appraiser and (y) the determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) made by the appraiser (selected pursuant to Section 34.1(b)) whose determination of Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be) is nearest to that of the third appraiser. Such average shall be binding and conclusive upon Landlord and Tenant as being the Fair Market Ownership Value or Fair Market Base Rental Value or Fair Market Property Value (as the case may be).

(f) In determining Fair Market Ownership Value of the Leased Property or the Facility, the appraisers shall (in addition to taking into account the criteria set forth in the definition of Fair Market Ownership Value), add (i) the present value of the Rent for the remaining Term, assuming the Term has been extended for all Renewal Terms provided herein (with assumed increases in CPI to be determined by the appraisers) using a discount rate (which may be determined by an investment banker retained by each appraiser) based on the credit worthiness of Tenant and any guarantor of Tenant's obligations hereunder and (ii) the present



value of the Leased Property or Facility as of the end of such Term (assuming the Term has been extended for all Renewal Terms provided herein). The appraisers shall further assume that no default then exists under the Lease, that Tenant has complied (and will comply) with all provisions of the Lease, and that no default exists under any guaranty of Tenant's obligations hereunder.

(g) In determining Fair Market Base Rental Value, the appraisers shall (in addition to the criteria set forth in the definition thereof and of Fair Market Rental Value) take into account: (i) the age, quality and condition (as required by the Lease) of the Improvements; (ii) that the Leased Property or Facility will be leased as a whole or substantially as a whole to a single user; (iii) when determining the Fair Market Base Rental Value for any Renewal Term, a lease term of five (5) years together with such options to renew as then remains hereunder; (iv) an absolute triple net lease; and (v) such other items that professional real estate appraisers customarily consider.

(h) In determining Fair Market Property Value pursuant to Section 36.3 hereof, each appraiser shall have the right to sub-engage an appraiser or other Person with specialized experience in valuing Intellectual Property assets, to work with such appraiser for purposes of appraising, and assisting with preparation of a written report detailing, such Intellectual Property assets. Notice of any such sub-engagement shall be given to the other Party consistent with the requirements of Section 34.1(a).

(i) If, by virtue of any delay, Fair Market Base Rental Value is not determined by the first (1<sup>st</sup>) day of the applicable Renewal Term, then until Fair Market Base Rental Value is determined, Tenant shall continue to pay Rent during the succeeding Renewal Term in the same amount which Tenant was obligated to pay prior to the commencement of the Renewal Term. Upon determination of Fair Market Base Rental Value, Rent shall be calculated retroactive to the commencement of the Renewal Term and Tenant shall either receive a refund from Landlord (in the case of an overpayment) or shall pay any deficiency to Landlord (in the case of an underpayment) within thirty (30) days of the date on which the determination of Fair Market Base Rental Value becomes binding.

(j) The cost of the procedure described in this Section 34.1 shall be borne equally by the Parties and the Parties will reasonably coordinate payment; provided, that if Landlord pays such costs, fifty percent (50%) of such costs shall be Additional Charges hereunder and if Tenant pays such costs, fifty percent (50%) of such costs shall be a credit against the next Rent payment hereunder.

**34.2 Arbitration.** In the event of a dispute with respect to this Lease pursuant to an Arbitration Provision, or in any case when this Lease expressly provides for the settlement or determination of a dispute or question by an Expert pursuant to this Section 34.2 (in any such case, a "Section 34.2 Dispute") such dispute shall be determined in accordance with an arbitration proceeding as set forth in this Section 34.2.

(a) Any Section 34.2 Dispute shall be determined by an arbitration panel comprised of three members, each of whom shall be an Expert (the "Arbitration Panel"). No more than one panel member may be with the same firm and no panel member may have an economic interest in the outcome of the arbitration.

The Arbitration Panel shall be selected as set forth in this Section 34.2(b). If a Section 34.2 Dispute arises and if Landlord and Tenant are not able to resolve such dispute after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to submit the dispute to the Arbitration Panel, upon written notice to the other Party (the "Arbitration Notice"). The Arbitration Notice shall identify one member of the Arbitration Panel who meets the criteria of the above paragraph. Within five (5) Business Days after the receipt of the Arbitration Notice, the Party receiving such Arbitration Notice shall respond in writing identifying one member of the Arbitration Panel who meets the criteria of the above paragraph. Such notices shall include the name, address and other pertinent contact information, and qualifications of its member of the Arbitration Panel. If a Party fails to timely select its respective panel member, the other Party may notify such Party in writing of such failure, and if such Party fails to select its respective panel member within three (3) Business Days after receipt of such notice, then such other Party may select and identify to such Party such panel member on such Party's behalf. The third member of the Arbitration Panel will be selected by the two (2) members of the Arbitration Panel who were selected by Landlord and Tenant; provided, that if, within five (5) Business Days after they are identified, they fail to select a third member, or if they are unable to agree on such selection, Landlord and Tenant shall cause the third member of the Arbitration Panel to be appointed by the managing officer of the American Arbitration Association.

(b) Within ten (10) Business Days after the selection of the Arbitration Panel, Landlord and Tenant each shall submit to the Arbitration Panel a written statement identifying its summary of the issues. Landlord and Tenant may also request an evidentiary hearing on the merits in addition to the submission of written statements. The Arbitration Panel shall make its decision within twenty (20) days after the later of (i) the submission of such written statements, and (ii) the conclusion of any evidentiary hearing on the merits. The Arbitration Panel shall reach its decision by majority vote and shall communicate its decision by written notice to Landlord and Tenant.

(c) The decision by the Arbitration Panel shall be final, binding and conclusive and shall be non-appealable and enforceable in any court having jurisdiction. All hearings and proceedings held by the Arbitration Panel shall take place in New York, New York unless otherwise mutually agreed by the Parties and the Arbitration Panel.

(d) The resolution procedure described herein shall be governed by the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes in effect as of the Commencement Date.

(e) Landlord and Tenant shall bear equally the fees, costs and expenses of the Arbitration Panel in conducting any arbitration described in this Section 34.2.

## ARTICLE XXXV

### NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted to be given by either Party hereunder to the other Party shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, by hand delivery or express courier service, by email transmission or by an overnight express service to the following address:

To Tenant:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

To Landlord:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: corplaw@viciproperties.com

or to such other address as either Party may hereafter designate. Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, Notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by email shall be deemed given only upon an independent, non-automated confirmation from the recipient acknowledging receipt.

## ARTICLE XXXVI

### END OF TERM SUCCESSOR ASSET TRANSFER

**36.1 Transfer of Tenant's Successor Assets and Operational Control of the Leased Property.** Upon the written request of Landlord, upon the Stated Expiration Date (or earlier (x) termination of this Lease in its entirety pursuant to Section 14.2(a), or (y) consensual termination of this Lease) (other than, for the avoidance of doubt, upon an expiration of the Term pursuant to Section 1.5) Landlord and Tenant shall comply with the remainder of this Article XXXVI, pursuant to which, among other things, (i) Tenant (and its Subsidiaries, as applicable) shall transfer (or cause to be transferred), upon the date required under this Article XXXVI, all of Tenant's Pledged Property, subject to Section 36.2 with respect to Intellectual Property (collectively, the "Successor Assets"), to a successor lessee (or lessees) of the Leased Property (collectively, the "Successor Tenant") designated by Landlord, in exchange for a sum (the "Successor Assets FMV") which shall be paid by the Successor Tenant to Tenant and be determined in accordance with the penultimate sentence of this Section 36.1 and/or (ii) Tenant (and its Subsidiaries, as applicable) shall stay in occupancy of the Leased Property following the Expiration Date and continue to operate the Facility, collect and retain revenue therefrom, and pay Rent, all in the manner required under this Section 36.1, for so long as Landlord is seeking a Successor Tenant in good faith; provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Leased Property (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date. For purposes of clarification, a termination of this Lease in accordance with Section 16.2 and/or the execution of

a New Lease in accordance with Section 17.1(f) hereof shall not trigger the provisions set forth in this Article XXXVI and this Article XXXVI shall not apply in such circumstance. Notwithstanding the occurrence of the Expiration Date, to the extent that this Section 36.1 applies, until such time that Tenant transfers the Successor Assets to a Successor Tenant (or, to the extent applicable pursuant to clause (ii) hereinabove), Tenant shall (or shall cause its Subsidiaries, if applicable, to) continue to possess and operate the Facility (and Landlord shall permit Tenant to maintain possession of the Leased Property (including, if necessary, by means of a written extension of this Lease or license agreement or other written agreement) to the extent necessary to operate the Facility) in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries, if any) had operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder which shall be calculated as provided in this Lease, except, that for any period following the last day of the calendar month in which the thirty-fifth (35<sup>th</sup>) anniversary of the Commencement Date occurs, the Rent shall be a per annum amount equal to the sum of (A) the amount of the Base Rent hereunder during the Lease Year in which the Expiration Date occurs, multiplied by the Escalator, and increased on each anniversary of the Expiration Date to be equal to the Rent payable for the immediately preceding year, multiplied by the Escalator, plus (B) the amount of the Variable Rent hereunder during the Lease Year in which the Expiration Date occurs. If Tenant, on the one hand, and Landlord and/or a Successor Tenant designated by Landlord, on the other hand, cannot agree on the Successor Assets FMV within a reasonable time not to exceed thirty (30) days after the delivery of the notice described in the first sentence of this Section 36.1, then such Successor Assets FMV shall be determined, and Tenant's transfer of the Successor Assets to a Successor Tenant in consideration for a payment in such amount shall be made, in accordance with the provisions of Section 36.3. For avoidance of doubt, it is acknowledged and agreed that if Landlord does not deliver such notice, then from and after the later of (X) the Expiration Date or (Y) when Tenant shall have vacated the Leased Property in accordance with the requirements of this Lease, Landlord shall have no right in or to any of the Successor Assets, and the lien granted to Landlord in Tenant's Pledged Property pursuant to Section 6.3 of this Lease shall terminate.

**36.2 Transfer of Intellectual Property.** The Successor Assets shall include the Property Specific IP and Successor Tenant's access to the System-wide IP, which access shall be governed by the Transition Services Agreement. Without limiting the foregoing, Tenant shall, within thirty (30) days after the occurrence of the notice described in the first sentence of Section 36.1, deliver to Landlord a copy of all Property Specific Guest Data; provided, however, that Tenant shall have the right to retain and use copies of such data as required by Legal Requirements, including applicable Gaming Regulations.

**36.3 Determination of Successor Assets FMV.** If not effected pursuant to the penultimate sentence of Section 36.1, then the Successor Assets FMV shall be equal to the applicable Fair Market Property Value thereof. Notwithstanding anything in the contrary in this Article XXXVI, the transfer of the Successor Assets will be conditioned upon the approval of the applicable regulatory agencies of the transfer of the Gaming Licenses and any other Gaming assets to the Successor Tenant and/or the issuance of new Gaming Licenses as required by applicable Gaming Regulations and the relevant regulatory agencies both with respect to operating and suitability criteria, as the case may be.

**36.4 Operation Transfer.** Upon designation of a Successor Tenant by Landlord (pursuant to this Article XXXVI), Tenant shall reasonably cooperate and take all actions reasonably necessary (including providing all reasonable assistance to Successor Tenant) to effectuate the transfer of the Successor Assets and operational control of the Facility to Successor Tenant in an orderly manner so as to minimize to the maximum extent feasible any disruption to the continued orderly operation of the Facility for its Primary Intended Use. Concurrently with the transfer of the Successor Assets to Successor Tenant, (i) Tenant shall assign to Successor Tenant (and Successor Tenant shall assume) any then-effective Subleases or other agreements (to the extent such other agreements are assignable) relating to the Leased Property, and (ii) Tenant shall vacate and surrender the Leased Property to Landlord and/or Successor Tenant in the condition required under this Lease. Notwithstanding the expiration of the Term and anything to the contrary herein, to the extent that this Article XXXVI applies, unless Landlord consents to the contrary, until such time that Tenant transfers the Successor Assets and operational control of the Facility to a Successor Tenant in accordance with the provisions of this Article XXXVI, Tenant shall (or shall cause its Subsidiaries to) continue to (and Landlord shall permit Tenant to maintain possession of the Leased Property to the extent necessary to) operate the Facility in accordance with the applicable terms of this Lease and the course and manner in which Tenant (or its Subsidiaries) has operated the Facility prior to the end of the Term (including, but not limited to, the payment of Rent hereunder at the rate provided in Section 36.1 (and not subject to Article XIX)); provided, however, that Tenant shall have no obligation (unless specifically agreed to by Tenant) to operate the Facility (or pay any such Rent) under such arrangement for more than two (2) years after the Expiration Date.

## **ARTICLE XXXVII**

### **ATTORNEYS' FEES**

If Landlord or Tenant brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Lease, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein. In addition to the foregoing and other provisions of this Lease that specifically require Tenant to reimburse, pay or indemnify against Landlord's attorneys' fees, Tenant shall pay, as Additional Charges, all of Landlord's reasonable documented outside attorneys' fees incurred in connection with the enforcement of this Lease (except to the extent provided above), including reasonable documented attorneys' fees incurred in connection with the review, negotiation or documentation of any subletting, assignment, or management arrangement or any consent requested in connection with such enforcement, and the collection of past due Rent.

## **ARTICLE XXXVIII**

### **BROKERS**

Tenant warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Tenant shall indemnify, protect, hold harmless and defend

Landlord from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Tenant. Landlord warrants that it has not had any contact or dealings with any Person or real estate broker which would give rise to the payment of any fee or brokerage commission in connection with this Lease, and Landlord shall indemnify, protect, hold harmless and defend Tenant from and against any liability with respect to any fee or brokerage commission arising out of any act or omission of Landlord.

## ARTICLE XXXIX

### ANTI-TERRORISM REPRESENTATIONS

Each Party hereby represents and warrants to the other Party that neither such representing Party nor, to its knowledge, any persons or entities holding any Controlling legal or beneficial interest whatsoever in it are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "Prohibited Persons"). Each Party hereby represents and warrants to the other Party that no funds tendered to such other Party by such tendering Party under the terms of this Lease are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Neither Party will during the Term of this Lease knowingly engage in any transactions or dealings, or knowingly be otherwise associated with, any Prohibited Persons in connection with the Leased Property.

## ARTICLE XL

### LANDLORD REIT PROTECTIONS

(a) The Parties intend that Rent and other amounts paid by Tenant hereunder will qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto and this Lease shall be interpreted consistent with this intent.

(b) Anything contained in this Lease to the contrary notwithstanding, Tenant shall not without Landlord's advance written consent (i) sublet, assign or enter into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto; (ii) furnish or render any services to the subtenant, assignee or manager or manage or operate the Leased Property so subleased, assigned or managed; (iii) sublet, assign or

enter into a management arrangement for the Leased Property to any Person (other than a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, or any similar or successor provision thereto); or (iv) sublet, assign or enter into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to this Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto. As of the end of each Fiscal Quarter during the Term, Tenant shall deliver to Landlord a certification, in the form attached hereto as Exhibit G, stating that Tenant has reviewed its transactions during such Fiscal Quarter and certifying that Tenant is in compliance with the provisions of this Article XL. The requirements of this Article XL shall likewise apply to any further sublease, assignment or management arrangement by any subtenant, assignee or manager.

(c) Anything contained in this Lease to the contrary notwithstanding, the Parties acknowledge and agree that Landlord, in its sole discretion, may assign this Lease or any interest herein to another Person (including without limitation, a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto)) in order to maintain Landlord REIT’s status as a “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto); provided however, Landlord shall be required to (i) comply with any applicable Legal Requirements related to such transfer and (ii) give Tenant notice of any such assignment; and provided further, that any such assignment shall be subject to all of the rights of Tenant hereunder.

(d) Anything contained in this Lease to the contrary notwithstanding, upon request of Landlord, Tenant shall cooperate with Landlord in good faith and at no cost or expense (other than de minimis cost) to Tenant, and provide such documentation and/or information as may be in Tenant’s possession or under Tenant’s control and otherwise readily available to Tenant as shall be reasonably requested by Landlord in connection with verification of Landlord REIT’s “real estate investment trust” (within the meaning of Section 856(a) of the Code, or any similar or successor provision thereto) compliance requirements. Anything contained in this Lease to the contrary notwithstanding, Tenant shall take such action as may be requested by Landlord from time to time in order to ensure compliance with the Internal Revenue Service requirement that Rent allocable for purposes of Section 856 of the Code to personal property, if any, at the beginning and end of a calendar year does not exceed fifteen percent (15%) of the total Rent due hereunder as long as such compliance does not (i) increase Tenant’s monetary obligations under this Lease by more than a de minimis extent or (ii) materially increase Tenant’s nonmonetary obligations under this Lease or (iii) materially diminish Tenant’s rights under this Lease.

## MISCELLANEOUS

**41.1 Survival.** Anything contained in this Lease to the contrary notwithstanding, all claims against, and liabilities, obligations and indemnities of Tenant or Landlord arising or in respect of any period prior to the Expiration Date shall survive the Expiration Date.

**41.2 Severability.** Subject to Section 1.2, if any term or provision of this Lease or any application thereof shall be held invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby.

**41.3 Non-Recourse.** Tenant specifically agrees to look solely to the Leased Property for recovery of any judgment from Landlord (and Landlord's liability hereunder shall be limited solely to its interest in the Leased Property, and no recourse under or in respect of this Lease shall be had against any other assets of Landlord whatsoever). The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord, or any action not involving the personal liability of Landlord. In no event shall either Party ever be liable to the other Party for any indirect, consequential, lost profits, punitive, exemplary, statutory or treble damages suffered from whatever cause (other than, as to all such forms of damages, (i) if Landlord has terminated this Lease, any damages with respect to Rent or Additional Charges as provided under Section 16.3(a) hereof, (ii) if Landlord has not terminated this Lease, any damages with respect to Rent or Additional Charges as provided for herein, (iii) any amount of any Required Capital Expenditures not made pursuant to Section 10.5(a)(x) hereof, (iv) damages as provided under Section 16.3(c) hereof, (v) a claim (including an indemnity claim) for recovery of any such forms of damages that the claiming party is required by a court of competent jurisdiction or the expert to pay to a third party (other than any damages under or relating to any Fee Mortgage or Fee Mortgage Documents (excluding claims under Section 32.4)), and (vi) to the extent expressly provided under Section 32.4) other than to the extent resulting from the claiming party's gross negligence, willful misconduct or default hereunder, and the Parties acknowledge and agree that the rights and remedies in this Lease, and all other rights and remedies at law and in equity, will be adequate in all circumstances for any claims the parties might have with respect to damages. For the avoidance of doubt, (I) any damages under or relating to any Fee Mortgage or Fee Mortgage Documents shall be deemed to be consequential damages hereunder, provided, however that, notwithstanding the foregoing clause (I), it is expressly agreed that the following shall constitute direct damages hereunder: (x) amounts payable by Tenant pursuant to Section 16.7 resulting from the breach by Tenant of any Additional Fee Mortgagee Requirements and (y) out of pocket costs and expenses (including reasonable legal fees) incurred by a Landlord Indemnified Party (or, to the extent required to be reimbursed by a Landlord Indemnified Party under a Fee Mortgage Document, incurred by or on behalf of any other Person) to defend (but not settle or pay any judgment resulting from) any investigative, administrative or judicial proceeding commenced or threatened as a result of a breach by Tenant of any Additional Fee Mortgagee Requirement; provided that, notwithstanding the foregoing, in no event shall Tenant be required to pay any amounts to repay (or that are applied to reduce) the principal amount of any loan or debt secured by or relating to a Fee Mortgage or any interest or fees on any such loan or debt, and (II) any damages under or relating to any Permitted Leasehold Mortgage and any related agreements or instruments shall be deemed to be consequential damages hereunder. It is specifically agreed that no constituent member, partner, owner, director, officer or employee of a Party shall ever be personally liable for any judgment (in respect of obligations under or in



connection with this Lease) against, or for the payment of any monetary obligation under or in respect of this Lease, such Party, to the other Party (provided, this sentence shall not limit the obligations of Guarantor expressly set forth in the MLSA).

**41.4 Successors and Assigns.** This Lease shall be binding upon Landlord and its permitted successors and assigns and, subject to the provisions of Article XXII, upon Tenant and its successors and assigns.

**41.5 Governing Law.** (a) THIS LEASE WAS NEGOTIATED IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS THIS LEASE (AND ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAW) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT ALL PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND ALL REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION) SHALL BE CONSTRUED AND ENFORCED ACCORDING TO, AND GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS.

(b) EXCEPT FOR (x) DISPUTES SPECIFICALLY PROVIDED IN THIS LEASE TO BE REFERRED TO AN EXPERT VALUATION PROCESS PURSUANT TO SECTION 34.1 OR ARBITRATION PURSUANT TO SECTION 34.2 AND (y) PROCEEDINGS PERTAINING TO THE PROVISIONS HEREOF RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND THE EXERCISE OF REMEDIES SET FORTH IN ARTICLE XVI RELATING TO RECOVERY OF POSSESSION OF THE LEASED PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER, IN REM ACTION OR OTHER SIMILAR ACTION), ALL CLAIMS, DEMANDS, CONTROVERSIES, DISPUTES, ACTIONS OR CAUSES OF ACTION OF ANY NATURE OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH, OR RELATED TO, THIS LEASE, WHETHER LEGAL OR EQUITABLE, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE SHALL BE RESOLVED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURTS THERETO, OR IF FEDERAL JURISDICTION IS LACKING, THEN IN NEW YORK STATE SUPREME COURT, NEW YORK COUNTY (COMMERCIAL DIVISION) AND ANY APPELLATE COURTS THERETO. THE PARTIES AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH LITIGATION OR LEGAL PROCEEDING NEED NOT BE PERSONALLY SERVED OR SERVED WITHIN THE STATE OF NEW YORK, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF THE PARTY IN QUESTION WERE SERVED WITHIN THE STATE OF NEW YORK, BY GIVING NOTICE CONTAINING SUCH SERVICE TO THE INTENDED RECIPIENT (WITH COPIES TO COUNSEL) IN THE MANNER PROVIDED IN ARTICLE XXXV. THIS PROVISION SHALL SURVIVE AND BE BINDING UPON THE PARTIES AFTER THIS LEASE IS NO LONGER IN EFFECT

**41.6 Waiver of Trial by Jury.** EACH OF LANDLORD AND TENANT ACKNOWLEDGES THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTION OF THE UNITED STATES, THE STATE OF NEW YORK AND THE STATE OF ILLINOIS. EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR (ii) IN ANY MANNER CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LANDLORD AND TENANT WITH RESPECT TO THIS LEASE (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREINAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; EACH OF LANDLORD AND TENANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**41.7 Entire Agreement.** This Lease (including the Exhibits and Schedules hereto), together with the other Lease/MLSA Related Agreements, collectively constitute the entire and final agreement of the Parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the Parties. In addition to the foregoing, it is agreed to by the Parties that no modification to this Lease shall be effective without the written consent of (i) any applicable Fee Mortgagee, to the extent that such a modification would adversely affect such Fee Mortgagee and (ii) any applicable Permitted Leasehold Mortgagee, to the extent that such a modification would adversely affect such Permitted Leasehold Mortgagee. Landlord and Tenant hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the leasing of the Leased Property (other than the other Lease/MLSA Related Agreements) are merged into and revoked by this Lease (together with the related agreements referenced above).

**41.8 Headings.** All captions, titles and headings to sections, subsections, paragraphs, exhibits or other divisions of this Lease, and the table of contents, are only for the convenience of the Parties and shall not be construed to have any effect or meaning with respect to the other contents of such sections, subsections, paragraphs, exhibits or other divisions, such other content being controlling as to the agreement among the Parties.

**41.9 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. This Lease may be effectuated by the exchange of electronic copies of signatures (*e.g.*, .pdf), with electronic copies of this executed Lease having the same force and effect as original counterpart signatures hereto for all purposes.

**41.10 Interpretation.** Both Landlord and Tenant have been represented by counsel and this Lease and every provision hereof has been freely and fairly negotiated. Consequently, all provisions of this Lease shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

**41.11 Deemed Consent.** Each request for consent or approval under Sections 9.1, 10.2, 10.3(e), 13.1(a), 13.5, 14.1, 22.1, 22.2 and 22.3 and Article XI of this Lease shall be made in writing to either Tenant or Landlord, as applicable, and shall include all information necessary for Tenant or Landlord, as applicable, to make an informed decision, and shall include the following in capital, bold and block letters: “**FIRST NOTICE – THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (JOLIET). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT.**” If the party to whom such a request is sent does not approve or reject the proposed matter within fifteen (15) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: “**SECOND NOTICE – THIS IS A SECOND REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (JOLIET). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT.**” If the party to whom such a request is sent does not approve or reject the proposed matter within five (5) Business Days of receipt of such notice and all necessary information, the requesting party may request a consent again by delivery of a notice including the following in capital, bold and block letters: “**FINAL NOTICE – THIS IS A THIRD REQUEST FOR CONSENT UNDER THAT CERTAIN LEASE (JOLIET). THE FOLLOWING REQUEST REQUIRES A RESPONSE WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT. FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS HEREOF WILL BE DEEMED AN APPROVAL OF THE REQUEST.**” If the party to whom such a request is sent still does not approve or reject the proposed matter within five (5) Business Days of receipt of such final notice, such party shall be deemed to have approved the proposed matter. Notwithstanding the foregoing, if the MLSA is in effect at the time any such notice is provided to Tenant hereunder, Tenant shall not be deemed to have approved such proposed matter if such notice was not also addressed and delivered to Manager and CEC in accordance with the MLSA.

**41.12 Further Assurances.** The Parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease. In addition, Landlord agrees to, at Tenant’s sole cost and expense, reasonably cooperate with all applicable Gaming Authorities and Liquor Authorities in connection with the administration of their regulatory jurisdiction over Tenant, Tenant’s direct and indirect parent(s) and their respective Subsidiaries, if any, including the provision of such documents and other information as may be requested by such Gaming Authorities or Liquor Authorities relating to Tenant, Tenant’s direct and indirect parent(s) or any of their respective Subsidiaries, if any, or to this Lease and which are within Landlord’s reasonable control to obtain and provide.

**41.13 Gaming Regulations.** Notwithstanding anything to the contrary in this Lease, this Lease and any agreement formed pursuant to the terms hereof are subject to all applicable Gaming Regulations and all applicable laws involving the sale, distribution and possession of alcoholic beverages (the “Liquor Laws”). Without limiting the foregoing, each of Tenant and Landlord acknowledges that (i) it is subject to being called forward by any applicable

Gaming Authority or governmental authority enforcing the Liquor Laws (the “Liquor Authority”) with jurisdiction over this Lease or the Facility, in each of their discretion, for licensing or a finding of suitability or to file or provide other information, and (ii) all rights, remedies and powers under this Lease and any agreement formed pursuant to the terms hereof, including with respect to the entry into and ownership and operation of a Gaming Facility, and the possession or control of Gaming equipment, alcoholic beverages or a Gaming License or liquor license, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Regulations and Liquor Laws and only to the extent that required approvals (including prior approvals) are obtained from the requisite governmental authorities.

Notwithstanding anything to the contrary in this Lease or any agreement formed pursuant to the terms hereof, (subject to Section 41.12) each of Tenant, Landlord, and each of Tenant’s or Landlord’s successors and assigns agree to cooperate with each Gaming Authority and each Liquor Authority in connection with the administration of their regulatory jurisdiction over the Parties, including, without limitation, the provision of such documents or other information as may be requested by any such Gaming Authorities and/or Liquor Authorities relating to Tenant, Landlord, Tenant’s or Landlord’s successors and assigns or to this Lease or any agreement formed pursuant to the terms hereof.

If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Party, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event. It shall be a material breach of this Lease by Landlord if a Licensing Event with respect to Landlord shall occur and is not resolved in accordance with this Section 41.13 within the later of (i) thirty (30) days or (ii) such additional time period as may be permitted by the applicable Gaming Authorities.

**41.14 Intentionally Omitted.**

**41.15 Intentionally Omitted.**

**41.16 Savings Clause.** If for any reason this Lease is determined by a court of competent jurisdiction to be invalid as to any space that would otherwise be a part of the Leased Property and that is subject to a pre-existing lease as of the Effective Date (between Tenant’s predecessor in interest prior to the Effective Date, as landlord, and a third party as tenant), then Landlord shall be deemed to be the landlord under such pre-existing lease, and the Parties agree that Tenant shall be deemed to be the collection agent for Landlord for purposes of collecting

rent and other amounts payable by the tenant under such pre-existing lease and shall remit the applicable collected amounts to Landlord. In such event, the Rent payable hereunder shall be deemed to be reduced by any amounts so collected by Tenant and remitted to Landlord with respect to any such pre-existing lease.

**41.17 Integration with Other Documents.** Each of Tenant and Landlord acknowledge and agree that certain operating efficiencies and value will be achieved as a result of Tenant's and Other Tenants' lease of the Leased Property and the Other Leased Property and the engagement by Tenant and Other Tenants of Manager under the MLSA and "Manager" under and as defined in each Other MLSA and the engagement of Manager and/or its Affiliates to operate and manage the Facility, the Other Leased Property and the Other Managed Resorts (as defined in each of the MLSA and the Other MLSA) that would not be possible to achieve if unrelated managers were engaged to operate each of the Leased Property, the Other Leased Property and the Other Managed Resorts. Each of Tenant and Landlord acknowledge and agree that the Parties would not enter into this Lease (or the MLSA or the Other MLSA) absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and lease guaranty relationship with respect to the Leased Property, including (without limitation) the lease of the Leased Property pursuant to this Lease, the use of the Managed Facilities IP (as defined in the MLSA) and the use of the Total Rewards Program, together with the other related intellectual property arrangements contemplated under the MLSA and the other covenants, obligations and agreements of the Parties hereunder and under the MLSA, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of each of Tenant and Landlord that (i) each of the provisions of the MLSA, including the management and lease guaranty rights and obligations thereunder, form part of a single integrated agreement and shall not be or deemed to be separate or severable agreements and (ii) the Parties would not be entering into this Lease without entering into the MLSA (and vice versa) (or into any of the other Lease/MLSA Related Agreements without entering into all of the Lease/MLSA Related Agreements) and in the event of any bankruptcy, insolvency or dissolution proceedings in respect of any Party, no Party will reject, move to reject, or join or support any other Party in attempting to reject any one of this Lease or the MLSA or any other Lease/MLSA Related Agreement without rejecting the other agreement as if each of this Lease and the MLSA and each other Lease/MLSA Related Agreement were one integrated agreement and not separable.

**41.18 Manager.** Each of Tenant and Landlord acknowledge and agree that Manager may not be terminated as the manager of the Leased Property for any reason except as permitted under the MLSA.

**41.19 Non-Consented Lease Termination.** Each of Tenant and Landlord acknowledge and agree that in the event of a Non-Consented Lease Termination, Article XXI of the MLSA shall apply and each of the parties shall comply with such Article XXI of the MLSA.

**41.20 Intentionally Omitted.**

**41.21 Intentionally Omitted.**

**41.22 Confidential Information.** Each Party hereby agrees to, and to cause its Representatives to, maintain the confidentiality of all non-public information received pursuant

to this Lease; provided that nothing herein shall prevent any Party from disclosing any such non-public information (a) in the case of Landlord, to PropCo 1, PropCo and Landlord REIT and any Affiliate thereof, (b) in the case of Tenant, to CEOC, CEC and any Affiliate thereof, (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable Legal Requirements (in which case the disclosing Party shall promptly notify the other Parties, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over a Party or its affiliates (in which case the disclosing Party shall, other than with respect to routine, periodic inspections by such regulatory authority, promptly notify the other Parties, in advance, to the extent permitted by law), (e) to its Representatives who are informed of the confidential nature of such information and have agreed to keep such information confidential (and the disclosing Party shall be responsible for such Representatives' compliance therewith), (f) to the extent any such information becomes publicly available other than by reason of disclosure by the disclosing Party or any of its respective Representatives in breach of this Section 41.22, (g) to the extent that such information is received by such Party from a third party that is not, to such Party's knowledge, subject to confidentiality obligations owing to the other Parties or any of their respective affiliates or related parties, (h) to the extent that such information is independently developed by such Party or (i) as permitted under the first sentence of Section 23.2(a). Each of the Parties acknowledges that it and its Representatives may receive material non-public information with respect to the other Party and its Affiliates and that each such Party is aware (and will so advise its Representatives) that federal and state securities laws and other applicable laws may impose restrictions on purchasing, selling, engaging in transactions or otherwise trading in securities of the other Party and its Affiliates with respect to which such Party or its Representatives has received material non-public information so long as such information remains material non-public information.

**41.23 Time of Essence.** TIME IS OF THE ESSENCE OF THIS LEASE AND EACH PROVISION HEREOF IN WHICH TIME OF PERFORMANCE IS ESTABLISHED

**41.24 Consents, Approvals and Notices.**

(a) All consents and approvals that may be given under this Lease shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by Landlord or Tenant to the performance of any act by Tenant or Landlord requiring the consent or approval of Landlord or Tenant under any of the terms or provisions of this Lease shall relate only to the specified act or acts thereby consented to or approved and, unless otherwise specified, shall not be deemed a waiver of the necessity for such consent or approval for the same or any similar act in the future, and/or the failure on the part of Landlord or Tenant to object to any such action taken by Tenant or Landlord without the consent or approval of the other Party, shall not be deemed a waiver of their right to require such consent or approval for any further similar act; and Tenant hereby expressly covenants and agrees that as to all matters requiring Landlord's consent or approval under any of the terms of this Lease, Tenant shall secure such consent or approval for each and every happening of the event requiring such consent or approval, and shall not claim any waiver on the part of Landlord of the requirement to secure such consent or approval.

(b) Each Party acknowledges that in granting any consents, approvals or authorizations under this Lease, and in providing any advice, assistance, recommendation or direction under this Lease, neither such Party nor any Affiliates thereof guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (i) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (ii) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); provided, however, each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

(c) Any notice, report or information required to be delivered by Tenant hereunder may be delivered collectively with any other notices, reports or information required to be delivered by Tenant hereunder as part of a single report, notice or communication. Any such notice, report or information may be delivered to Landlord by Tenant providing a representative of Landlord with access to Tenant's or its Affiliate's electronic databases or other information systems containing the applicable information and notice that information has been posted on such database or system.

**41.25 No Release of Tenant or Guarantor.** Notwithstanding anything to the contrary set forth in this Lease, neither Tenant nor Guarantor shall be released from their respective obligations under the MLSA, except as and to the extent expressly provided in the MLSA.

**41.26 Amendments.** This Lease may not be amended except by a written agreement executed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Lease (Joliet) has been executed by Landlord and Tenant as of the date first written above.

**LANDLORD:**

HARRAH'S JOLIET LANDCO LLC,  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

Signature Page to Lease (Joliet)



**TENANT:**

DES PLAINES DEVELOPMENT LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following page]

Signature Page to Lease (Joliet)

CEOC hereby joins in, and has executed this Lease (Joliet) for the purpose of guaranteeing: (a) eighty percent (80%) of the payment obligations of Tenant hereunder (including, without limitation, payment obligations with respect to damages arising from Tenant's failure to perform non-monetary obligations of Tenant hereunder); and (b) the performance of the non-monetary obligations of Tenant hereunder to the extent Tenant is ordered by a court of competent jurisdiction to perform specific performance with respect to such non-monetary obligations.

In connection with this joinder, CEOC hereby waives and agrees not to assert or take advantage of the following defenses: (i) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any person or entity, or revocation hereof by any person or entity, or the failure of Tenant to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of any other Person; (ii) diligence, presentment, notice of acceptance, notice of dishonor, notice of presentment, or demand for payment of or performance of the obligations guaranteed under this joinder (other than as required with respect to Tenant under this Lease) and other suretyship defenses generally; (iii) any defense that may arise by reason of any action required by any statute to be taken against Tenant; (iv) the dissolution or termination of the existence of Tenant; (v) any defense that may arise by reason of the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant; (vi) any defense that may arise by reason of the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, assignment, composition, or readjustment of, or any similar proceeding affecting, Tenant or any of Tenant's assets; (vii) any right of subrogation, indemnity or reimbursement against Tenant or any right to enforce any remedy which Landlord may have against Tenant at any time during which a Tenant Event of Default under and as defined in this Lease has occurred and is continuing; (viii) any and all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies might impair or destroy any right, if any, of CEOC of subrogation, indemnity or reimbursement; (ix) any defense based upon Tenant's failure to disclose to CEOC any information concerning Tenant's financial condition or any other circumstances bearing on Tenant's ability to pay all sums payable under or in respect of this Lease; and (x) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal.

CEOC's liability under this joinder is primary, direct and unconditional and may be enforced in full or in part, from time to time, after nonpayment or nonperformance by Tenant of any of the obligations guaranteed hereunder, in each case without requiring Landlord to resort to any other person or entity, including, without limitation, Tenant, or any other right, remedy or collateral. This joinder constitutes a guaranty of payment and performance and not of collection only. This joinder is a continuing, absolute and unconditional guaranty of the obligations guaranteed hereunder, and liability hereunder shall in no way be affected or diminished by any renewal, extension, amendment or modification of this Lease or any waiver of any of the provisions hereof. CEOC agrees that any act which tolls any statute of limitations applicable to this Lease shall similarly operate to toll the statute of limitations applicable to CEOC's liability under this joinder.

CEOC's obligations with respect to the payment and performance of the obligations guaranteed under this joinder shall survive for so long as Tenant has any obligations to Landlord under this Lease.

THIS JOINDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES REGARDING CONFLICT OF LAWS.

ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS JOINDER SHALL BE CONDUCTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURTS THERETO, OR IF FEDERAL JURISDICTION IS LACKING, THEN IN THE STATE COURTS OF NEW YORK STATE LOCATED IN NEW YORK COUNTY. THE PARTIES AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH LITIGATION OR LEGAL PROCEEDING NEED NOT BE PERSONALLY SERVED WITHIN THE STATE OF NEW YORK, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF THE PARTY IN QUESTION WERE SERVED WITHIN THE STATE OF NEW YORK, BY GIVING NOTICE CONTAINING SUCH SERVICE TO THE INTENDED RECIPIENT (WITH COPIES TO COUNSEL) IN THE MANNER PROVIDED IN Article XXXV.

**CEOC:**

CEOC, LLC,  
a Delaware limited liability company (as successor-in-interest to Caesars Entertainment Operating Company, Inc.)

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

EXHIBIT A  
FACILITY

1.	Harrah's	Joliet,	Joliet,	Illinois
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EXHIBIT B

LEGAL DESCRIPTION OF LAND

PARCEL 1:

LOT 1 IN BLOCK 15, EXCEPT THE NORTH 20.00 FEET OF THE WEST 115.00 FEET THEREOF; LOTS 2, 3, 4, 5, 6, 7 AND 8 IN SAID BLOCK 15;  
THE NORTH 5 FEET OF LOT 1 IN BLOCK 18;

THAT PART OF LOT 8 IN SAID BLOCK 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 37.00 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 8 WHICH IS 37.00 FEET SOUTH OF THE AFORESAID NORTHWEST CORNER OF LOT 8; THENCE NORTH ALONG SAID WEST LINE 37.00 FEET TO THE POINT OF BEGINNING;

THE VACATED EAST-WEST ALLEY AND THE VACATED NORTH-SOUTH ALLEY IN AFORESAID BLOCK 15; THAT PART OF THE NORTH-SOUTH ALLEY IN AFORESAID BLOCK 18, LYING NORTH OF A LINE PARALLEL WITH AND 5.00 FEET SOUTH OF THE SOUTH LINE OF CLINTON STREET;

THAT PART OF CLINTON STREET LYING WEST OF THE WEST LINE OF JOLIET STREET AND LYING EAST OF A LINE PARALLEL WITH AND 20.00 FEET EAST OF THE EAST FACE OF THE EAST WALL OF THE ILLINOIS WATERWAY (DES PLAINES RIVER);

AND THAT PART OF DES PLAINES STREET LYING SOUTH OF A LINE PARALLEL WITH AND 20.00 FEET SOUTH OF THE SOUTH LINE OF CASS STREET, LYING NORTH OF A LINE PARALLEL WITH AND 5.00 FEET SOUTH OF THE SOUTH LINE OF CLINTON STREET, AND LYING EAST OF A LINE PARALLEL WITH AND 20.00 FEET EAST OF THE EAST FACE OF THE EAST WALL OF THE ILLINOIS WATERWAY;

ALL IN ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 35 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 5.00 FEET OF LOT 4, EXCEPT THE EAST 23.50 FEET THEREOF, IN BLOCK 18;

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LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 23, EXCEPTING THEREFROM THE WEST 19.50 FEET OF THE SOUTH 37.00 FEET OF SAID LOT 2, ALSO EXCEPTING THE WEST 19.50 FEET OF SAID LOTS 3 AND 4;

THE NORTH-SOUTH ALLEY IN SAID BLOCK 23;

THAT PART OF THE EAST-WEST ALLEY IN SAID BLOCK 23, LYING EAST OF A LINE PARALLEL WITH AND 19.50 FEET EAST OF THE EAST LINE OF DES PLAINES STREET;

THAT PART OF VAN BUREN STREET LYING EAST OF THE EAST LINE OF DES PLAINES STREET AND LYING WEST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 8 IN AFORESAID BLOCK 23, AND EXCEPTING THEREFROM THE NORTH 40.00 FEET OF SAID VAN BUREN STREET LYING EAST OF A LINE PARALLEL WITH AND 23.50 FEET WEST OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF AFORESAID LOT 4 IN BLOCK 18;

THAT PART OF DES PLAINES STREET LYING NORTH OF A LINE PARALLEL WITH AND 250.00 FEET NORTH OF THE NORTH LINE OF JEFFERSON STREET AND LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF DES PLAINES STREET WHICH IS 5.00 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; THENCE WEST PARALLEL WITH SAID NORTH LINE OF VAN BUREN STREET 23.00 FEET; THENCE SOUTHWESTERLY 32.58 FEET TO A POINT ON THE WEST LINE OF DES PLAINES STREET WHICH IS 18.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF VAN BUREN STREET;

ALL IN THE ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, 4, 7 AND 8 IN BLOCK 14;

THAT PART OF THE NORTH-SOUTH ALLEY IN SAID BLOCK 14, LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 7;

THAT PART OF THE EAST-WEST ALLEY IN SAID BLOCK 14, LYING WEST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF AFORESAID LOT 3;

ALL IN ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

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PARCEL 4:

LOT 8 IN BLOCK 23 IN THE ORIGINAL TOWN OF JULIET, NOW CITY OF JOLIET;

THE SOUTH 11 FEET OF THAT PART OF THE SOUTH 1/2 OF VACATED VAN BUREN STREET LYING WEST OF THE WEST LINE OF JOLIET STREET AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 8 IN BLOCK 23

ALL IN THE ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, IN TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 4 FOR CONSTRUCTION, UTILITY FACILITIES, PEDESTRIAN ACCESS AND USE, MAINTENANCE, REPAIR AND REPLACEMENT OF THE SKYWALK LOCATED IN THE SPACE ABOVE JOLIET STREET AS DESCRIBED BELOW AS CREATED BY GRANT OF EASEMENT WITH SKYWALK AGREEMENT DATED OCTOBER 7, 1997 AND RECORDED MARCH 19, 1998 AS DOCUMENT R98-28731.

PARCEL 6:

AN EXCLUSIVE EASEMENT CREATED BY GRANT CONTAINED IN AN EASEMENT AGREEMENT DATED JANUARY 8, 2001 AND RECORDED JANUARY 18, 2001 AS DOCUMENT NUMBER R2001-6412 MADE BY THE CITY OF JOLIET TO DES PLAINES DEVELOPMENT LIMITED PARTNERSHIP.

PARCEL 7:

LOTS 7 AND 8, IN BLOCK 18, OF THE ORIGINAL TOWN OF JOLIET, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THE SOUTH 36.00 FEET OF SAID LOT 7;

ALSO EXCEPTING THEREFROM THAT PART OF SAID LOT 8 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE EAST 37.00 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 8 WHICH IS 37.00 FEET SOUTH OF THE AFORESAID NORTHWEST CORNER OF LOT 8; THENCE NORTH ALONG SAID WEST LINE 37.00 FEET TO THE POINT OF BEGINNING;



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PARCEL 8:

ALL OF LOTS 5 AND 6 AND THE SOUTH 36 FEET OF LOT 7, IN BLOCK 18, OF THE ORIGINAL TOWN OF JOLIET, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE VACATED EAST AND WEST ALLEY IN SAID BLOCK 18, LYING AND BEING BETWEEN SAID LOTS 6 AND 7.

PARCEL 9:

THAT PART OF THE NORTH 1/2 OF VACATED VAN BUREN STREET VACATED BY ORDINANCE NO. 10033 RECORDED DECEMBER 4, 1992 AS DOCUMENT NO. R92-96470 AND BY NOTICE OF EFFECTIVE DATE RECORDED DECEMBER 28, 1992 AS DOCUMENT NO. R92-104446 LYING WEST OF THE WEST LINE OF JOLIET STREET AND LYING EAST OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 5 IN BLOCK 18 IN THE ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 10:

THE NORTH 22.00 FEET OF THAT PART OF THE SOUTH 1/2 VACATED VAN BUREN STREET VACATED BY ORDINANCE NO. 10033 RECORDED DECEMBER 4, 1992 AS DOCUMENT NO. R92-96470 AND BY NOTICE OF EFFECTIVE DATE RECORDED DECEMBER 28, 1992 AS DOCUMENT NO. R92-104446 LYING WEST OF THE WEST LINE OF JOLIET STREET AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 8 IN BLOCK 23 IN THE ORIGINAL TOWN OF JULIET (NOW JOLIET), A SUBDIVISION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 11:

LOTS 3 AND 4 IN BLOCK 19 AND THE VACATED EAST AND WEST ALLEY BETWEEN LOTS 2 AND 3 LYING EAST OF THE EAST LINE OF JOLIET STREET AND WEST OF THE WEST LINE OF THE NORTH AND SOUTH ALLEY IN SAID BLOCK 19, AS VACATED BY DOCUMENT NO. 384201, IN OLD TOWN OF JULIET, NOW JOLIET, IN SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 12:

LOT 2 IN BLOCK 19, IN OLD TOWN OF JULIET, NOW JOLIET, IN SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

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PARCEL 13:

LOT 1 IN BLOCK 19 IN THE ORIGINAL TOWN OF JULIET, NOW JOLIET, IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1834, IN BOOK 1 OF TRANSCRIBED RECORDS, PAGES 36 AND 37, IN WILL COUNTY, ILLINOIS.

PARCEL 14: INTENTIONALLY DELETED.

PARCEL 15:

LOT 5 IN BLOCK 10 IN THE ORIGINAL TOWN OF JULIET, NOW JOLIET, A SUBDIVISION OF THE EAST FRACTIONAL PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY, VACATED BY DOCUMENT NO. R95-85653 LYING WEST OF AND ADJOINING LOT 5,

IN WILL COUNTY, ILLINOIS.

PARCEL 16:

SUB LOTS 4, 5 AND 6 IN THE WILLIAM ADAM ESTATES SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 10 IN THE ORIGINAL TOWN OF JULIET, NOW JOLIET, IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY, VACATED BY DOCUMENT NO. R95-85653, LYING EAST OF AND ADJOINING SAID SUB LOT 6, IN WILL COUNTY, ILLINOIS.

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EXHIBIT C

CAPITAL EXPENDITURES REPORT

[SEE ATTACHED]

and Triennial	FYE	FYE	FYE	First																
Covenant Tracking	Dec-18	Dec-19	Dec-20	Triennial	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	

	Dec-16	Dec-17	Dec-20	Triennial	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
CLV - Caesars Palace LV (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Leased Properties (Including Gaming Equipment)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CCR - Harrah's Philadelphia	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LCI - London Clubs International	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Non-Leased Properties CapEx	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Excess Over Maximum	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Non-Leased Properties Applied to Covenant (\$10MM A / \$30MM T Towards Cap)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal Property CapEx	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Services Co. CapEx (\$25MM A / \$75MM T Towards Cap)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Amount Allocated to CLV, if Any	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Amount Allocated to Non-CLV, if Any	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Other Corporate / Shared Services CapEx	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Amount Allocated to CLV, if Any	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Amount Allocated to Non-CLV, if Any	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: 50% of Any Property Spending Constituting MCI (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: CLV Amount, if Any (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Non-CLV Amount, if Any (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Amount Towards Annual / Triennial Covenant A (Min \$100MM / \$495MM + Stub Period Adj.)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Services Co. CapEx (Links to Above)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Memo: Amount Allocated to CLV, if Any (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

<i>Memo: Amount Allocated to Non-CLV, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Other Corporate / Shared Services CapEx (Links to Above)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Amount Allocated to CLV, if Any (Links to Above)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Amount Allocated to Non-CLV, if Any (Links to Above)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Non-Leased Properties Applied to Triennial Covenant A	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Other CapEx Attributable to Non-US or Unrestricted Subs (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Non-CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Less: Gaming Equipment CapEx (Enter as Negative Value)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Memo: Non-CLV Amount, if Any (Enter as Negative Value)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Total CapEx Spending Towards Triennial Covenant B (Min \$350MM + Stub Period Adj.)</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Triennial Covenant B Amount Attributable to CLV (Min \$84MM + Stub Period Adj.)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<i>Triennial Covenant B Amount Attributable to Non-CLV (Min \$255MM + Stub Period Adj.)</i>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

**Proposed Form of Monthly CapEx Reporting**
**B&I PORTION OF CAPEX ONLY**

	<b>FYE</b>	<b>FYE</b>	<b>FYE</b>													
	<b>Dec-18</b>	<b>Dec-19</b>	<b>Dec-20</b>		<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Apr-18</b>	<b>May-18</b>	<b>Jun-18</b>	<b>Jul-18</b>	<b>Aug-18</b>	<b>Sep-18</b>	<b>Oct-18</b>	<b>Nov-18</b>	<b>Dec-18</b>
CLV - Caesars Palace LV - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal CLV Lease - B&amp;I CapEx Only</b>	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - B&I CapEx Only	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal Non-CLV Lease - B&amp;I CapEx Only</b>	—	—	—		—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

Proposed Form of Monthly CapEx Reporting Net Revenue Only																			
	<u>QE</u>	<u>FYE</u>	<u>FYE</u>	<u>FYE</u>															
	<u>Dec-17</u>	<u>Dec-18</u>	<u>Dec-19</u>	<u>Dec-20</u>	<u>Oct-17</u>	<u>Nov-17</u>	<u>Dec-17</u>	<u>Jan-18</u>	<u>Feb-18</u>	<u>Mar-18</u>	<u>Apr-18</u>	<u>May-18</u>	<u>Jun-18</u>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>
CLV - Caesars Palace LV - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal CLV Lease     - Net Revenue     Only</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
TAH - Lake Tahoe - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
REN - Harrah's Reno - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
BAC - Bally's Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CAC - Caesars Atlantic City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
JOL - Harrah's Joliet - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UHA - Horseshoe Hammond - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UEL - Horseshoe Southern Indiana - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
MET - Harrah's Metropolis - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
NKC - Harrah's North Kansas City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
COU - Harrah's Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
HBR - Horseshoe Council Bluffs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
GBI - Harrah's Gulf Coast - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UTU - Horseshoe Tunica - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
STU - Tunica Roadhouse - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
LAD - Harrah's Louisiana Downs - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
UBC - Horseshoe Bossier City - Net Revenue Only	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
<b>Subtotal Non-CLV     Lease - Net     Revenue Only</b>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

\* For each lease, annual B&I capex must be equal to or greater than 1% of prior year net revenues.

EXHIBIT D

FORM OF SCHEDULE CONTAINING ANY ADDITIONS TO OR RETIREMENTS OF  
ANY FIXED ASSETS CONSTITUTING LEASED PROPERTY

DISPOSAL REPORT

<u>Company Code</u>	<u>System Number</u>	<u>Ext</u>	<u>Asset ID</u>	<u>Asset Description</u>	<u>Class</u>	<u>In Svc Date</u>	<u>Disposal Date</u>	<u>DM</u>	<u>Acquired Value</u>	<u>Current Accum</u>	<u>Net Proceeds</u>	<u>Gain/Loss Adjustment</u>	<u>Realized Gain/Loss</u>	<u>GL</u>

ADDITIONS REPORT

<u>Project/Job Number</u>	<u>System Number</u>	<u>GL Asset Account</u>	<u>Asset ID</u>	<u>Accounting Location</u>	<u>Asset Description</u>	<u>PIS Date</u>	<u>Enter Date</u>	<u>Est Life</u>	<u>Acq Value</u>	<u>Current Accum</u>

NOTES



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EXHIBIT E

INTENTIONALLY OMITTED

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EXHIBIT F

INTENTIONALLY OMITTED

## FORM OF REIT COMPLIANCE CERTIFICATE

## REIT COMPLIANCE CERTIFICATE

Date: , 20

This REIT Compliance Certificate (this “**Certificate**”) is given by Tenant (as defined in that certain Lease (Joliet) (the “**Lease**”) dated as of [ , 2017], by and between Harrah’s Joliet Landco LLC (together with its successors and assigns, “**Landlord**”), and Des Plaines Development Limited Partnership (together with its successors and assigns, “**Tenant**”), pursuant to Article XL of the Lease. Capitalized terms used herein without definition shall have the meanings set forth in the Lease.

By executing this Certificate, Tenant hereby certifies to Landlord that Tenant has reviewed its transactions during the Fiscal Quarter ending [ ] and for such Fiscal Quarter Tenant is in compliance with the provisions of Article XL of the Lease. Without limiting the generality of the foregoing, Tenant hereby certifies that for such Fiscal Quarter, Tenant has not, without Landlord’s advance written consent:

- (i) sublet, assigned or entered into a management arrangement for the Leased Property on any basis such that the rental or other amounts to be paid by the subtenant, assignee or manager thereunder would be based, in whole or in part, on either (x) the income or profits derived by the business activities of the subtenant, assignee or manager or (y) any other formula such that any portion of any amount received by Landlord could reasonably be expected to cause any portion of the amounts to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto;
- (ii) furnished or rendered any services to the subtenant, assignee or manager or managed or operated the Leased Property so subleased, assigned or managed;
- (iii) sublet or assigned to, or entered into a management arrangement for the Leased Property with any Person (other than a “taxable REIT subsidiary” (within the meaning of Section 856(l) of the Code, or any similar or successor provision thereto) of Landlord REIT) in which Tenant, Landlord or PropCo owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, or any similar or successor provision thereto); or
- (iv) sublet, assigned or entered into a management arrangement for the Leased Property in any other manner which could reasonably be expected to cause any portion of the amounts received by Landlord pursuant to the Lease or any Sublease to fail to qualify as “rents from real property” within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto, or which could reasonably be expected to cause any other income of Landlord to fail to qualify as income described in Section 856(c)(2) of the Code, or any similar or successor provision thereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Certificate has been executed by Tenant on      day of      , 20      .

[      ]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT H

PROPERTY-SPECIFIC IP

Trademark	Jurisdiction	Brand	Specific/ Enterprise	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
Sheer	United States of America	Harrah's	Specific	Harrah's Joliet	78/957904	8/22/2006	3245005	5/22/2007	Registered
The Reserve	United States of America	Harrah's	Specific	Harrah's Joliet	77/457119	4/24/2008	3801600	6/15/2010	Registered

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EXHIBIT I

DESCRIPTION OF TITLE POLICY

On file with the Company.

## ADDITIONAL FEE MORTGAGEE REQUIREMENTS FOR EXISTING FEE MORTGAGE

In this Schedule, all references to the Landlord Debt Documents (as defined below) or any provision thereof shall mean such documents or provisions as in effect on the date hereof, regardless of any amendment or modification to such documents or provisions, or any defined terms used in the applicable provisions.

## REPRESENTATIONS

Tenant represents and warrants to Landlord that as of the Commencement Date:

1. None of the Leased Properties is in violation of (nor will the continued operation of the Leased Properties as currently conducted violate) any law (including the USA PATRIOT Act), rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are subject to paragraph 2 below) or any restriction of record or agreement affecting any Leased Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined below).
2. Except as provided on Schedule 3.16 to the Landlord Credit Agreement or to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) there are no judicial, administrative or other actions, suits or proceedings pending which allege a violation of any Environmental Laws at the Leased Properties; and (ii) each of the Tenant and its Subsidiaries has all environmental permits, licenses and other approvals necessary for its operations at the Leased Properties to comply with all Environmental Laws and is in compliance with the terms of such permits, licenses and other approvals and with all other Environmental Laws.
3. Each Documented Vessel is insured in accordance with the provisions of the Ship Mortgage on such Documented Vessel (or to be recorded on such Documented Vessel in accordance herewith) and the requirements thereof in respect of such insurance will have been complied with.
4. Each Documented Vessel has been issued a certificate of documentation with such endorsements as shall qualify the Documented Vessel for participation in the trades and services to which it may be dedicated from time to time.
5. The Tenant and each of its Subsidiaries are in compliance with all Gaming Laws that are applicable to them and their businesses and the failure to comply with which would result in Landlord or its Subsidiaries failing to comply with Gaming Laws applicable to them or their businesses, except where a failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect under and as defined in the Landlord Credit Agreement.

6. There are no actions, suits or proceedings at law or in equity or by or on behalf of any Governmental Authority or in arbitration now pending against the Leased Properties which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
7. All written information (other than the Projections, estimates, budgets, forward-looking information and information of a general economic nature or general industry nature) (the "Information") concerning the Tenant, its Subsidiaries, or their businesses conducted at the Leased Properties that was (i) prepared by or on behalf of the foregoing or their representatives, (ii) made available to the Landlord and (iii) incorporated into, or used to form the basis of, information regarding Landlord's or its Subsidiaries' businesses that was delivered to the Collateral Agent, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Landlord and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made (in each case giving effect to all supplements and updates provided thereto).
8. The Projections prepared by or on behalf of the Tenant or any of its Representatives and that have been made available to the Landlord have been prepared in good faith based upon assumptions believed by the Tenant to be reasonable as of the date thereof (it being understood such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, that no assurances can be given that the projected results will be realized and that such Projections are not a guaranty of performance), as of the date such Projections were furnished to the Landlord.

#### COVENANTS

1. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, Tenant shall do or cause to be done all things necessary to at all times maintain and preserve all tangible property necessary to the normal conduct of its business at the Leased Properties and keep the Leased Properties in good repair, working order and condition (ordinary wear and tear, casualty and condemnation or as otherwise permitted excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Lease).
2. Tenant and its Subsidiaries shall maintain, with financially sound and reputable insurance companies (as determined in good faith by Tenant), insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily and reasonably maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations (as determined in good faith by Tenant). Notwithstanding the foregoing, the Tenant and its Subsidiaries may self-insure



with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure (as determined in good faith by the Tenant).

3. With respect to the Leased Properties, if at any time the area in which the Leased Properties are located is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency) such Leased Property shall be insured to the extent required to comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.
4. Each Documented Vessel shall be insured in accordance with the provisions of the Ship Mortgage on such Documented Vessel (or to be recorded on such Documented Vessel in accordance herewith).
5. Within 30 days of the Commencement Date (or such later date agreed by Landlord), Tenant shall provide Landlord endorsements satisfying the requirements of clause (a) of Section 5.02 of the Landlord Credit Agreement.
6. Tenant shall comply with all laws, rules, regulations and orders of any Governmental Authority applicable to the Leased Properties, including all Gaming Regulations and the Economic Sanction Laws, except that the Tenant and its Subsidiaries need not comply with any laws, rules, regulations and orders of any Governmental Authority then being contested by any of them in good faith by appropriate proceedings, and except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that this paragraph 6 shall not apply to Environmental Laws, which are the subject of paragraph 7 below, or to laws related to Taxes.
7. Tenant shall permit any Persons designated by the Landlord to visit and inspect the Leased Properties at reasonable times, upon reasonable prior notice to the Tenant, and as often as reasonably requested.
8. Tenant shall comply with all Environmental Laws applicable to the Leased Properties; and obtain and renew all material authorizations and permits required pursuant to Environmental Law for the Leased Properties, in each case in accordance with Environmental Laws; except, in each case with respect to this paragraph 7, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
9. After the occurrence of a default by Tenant under the Lease that gives rise to an Event of Default under the Landlord Credit Agreement and during the continuance of such Event of Default, and upon five (5) Business Days prior written notice from Landlord, the Tenant shall grant Landlord access to the Leased Properties and its records and business so that Landlord may verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Leased Properties. The Landlord shall have the right to share any information it gains from such inspection or verification with any of its creditors.

10. Tenant covenants that it shall not cause or permit any Vessel to be operated in any manner contrary to law and shall not engage in any unlawful trade or violate any law that will expose any Vessel to penalty, forfeiture or capture in a manner reasonably expected to cause a Material Adverse Effect.
11. Tenant shall pay and discharge when due and payable, from time to time, all taxes, assessments, governmental charges, fines and penalties lawfully imposed on any Vessel if the non-payment of same could reasonably be expected to result in the imposition of an encumbrances which is not a Permitted Encumbrance or could otherwise reasonably be expected to cause a Material Adverse Effect.
12. Tenant shall place or cause to be placed, and at all times and places shall retain or cause to be retained, a properly certified copy of each Ship Mortgage on board each applicable Vessel with her papers and shall cause such certified copy and such papers to be exhibited to any and all Persons having business therewith that might give rise to any Lien thereon other than Liens for crew's wages and salvage, or other Permitted Encumbrances, and to any representative of Landlord; and shall place or cause to be placed and keep prominently displayed or cause to be prominently displayed in the chart room, in the Master's cabin, or principal operations office of each Vessel a framed printed notice in plain type reading as follows:

#### NOTICE OF MORTGAGE

This Vessel is documented in the name of [ ] and is covered by a FIRST PREFERRED SHIP MORTGAGE to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT, under authority of the United States Ship Mortgage Act of 1920, as amended, recodified at 46 U.S.C. § 31301 *et seq.*, as amended. Under the terms of said Mortgage, neither the Shipowner, nor any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any lien whatsoever other than for crew's wages and salvage and other Permitted Liens."

13. The Tenant shall at all times and without cost or expense to Landlord maintain and preserve, or cause to be maintained and preserved, each Vessel in good running order and repair, so that each Vessel shall be, in so far as due diligence can make her so, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and in every respect seaworthy and in good operating condition for its intended use, except in any such case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. The Tenant covenants that it shall, at all times comply with all applicable laws, treaties and conventions of the United States, and the rules and regulations issued thereunder, and shall have on board as and when required thereby valid certificates showing compliance therewith to the extent non-compliance is reasonably expected to cause a Material Adverse Effect. The Tenant shall not make, or permit to be made, any substantial change in the structure, type or speed of any Vessel to the extent such changes would result in a need to redocument such Vessel with the National Vessel Documentation Center, without the prior written consent of Landlord, which consent shall not unreasonably be refused or denied so long as the applicable Ship Mortgage is preserved as a first preferred mortgage.

14. With reasonable prior notice, Tenant shall at all times afford the Landlord or its authorized representatives, at the risk and expense of the Tenant, full and complete access to the Vessel at any and from time to time during normal business hours for the purpose of inspecting the same.
15. Tenant shall not transfer or change the flag of any Vessel without the written consent of the Landlord first had and obtained, and any such written consent to any one transfer or change of flag shall not be construed to be a waiver of this provision with respect to any subsequent proposed transfer or change of flag.
16. Tenant shall, at its expense, when and so long as any Ship Mortgage shall be outstanding, insure the applicable Vessel and keep such Vessel insured, in lawful money of the United States, for an amount not less than the full commercial value of such Vessel. Such Vessel shall in no event be insured for an amount less than the agreed valuation as set forth in the applicable marine policies. Such insurance shall cover marine perils, on hull and machinery, and shall be maintained in the broadest forms available in the American or British insurance markets or such other markets as may be satisfactory to Landlord. Such Vessel shall not operate in or carry any cargoes or proceed into any area then excluded by trading warranties under its marine policies (including protection and indemnity) without obtaining any necessary additional coverage, satisfactory in form and substance, and evidence of which shall be furnished, to Landlord.
17. The policy or policies of insurance shall be issued by responsible underwriters of recognized standing, shall contain customary conditions, terms, stipulations and shall be kept in full force and effect by Tenant so long as the applicable Ship Mortgage shall be outstanding. All such policies, binders, cover notes and other interim insurance contracts shall be executed and issued in the name of Tenant and shall, to the extent that the Landlord Credit Agreement shall require, provide that loss be payable to the Collateral Agent for distribution in accordance with the terms of the Lease and shall provide for at least thirty days' prior notice to be given the Collateral Agent by the broker and/or underwriters in the event of cancellation. The Collateral Agent (and such other Persons as the Collateral Agent may designate from time to time) shall be named as additional insured or lenders loss payee, as applicable, on all such policies, cover notes and insurance contracts but without liability of the Collateral Agent or any such other Person for premiums or calls. All such cover notes, and if requested by the Collateral Agent at any time and from time to time all such policies, binders and other interim insurance contracts, shall be deposited with the Collateral Agent. Tenant shall furnish or cause to be furnished to the Collateral Agent annually a detailed report signed by a firm or firms of marine insurance brokers satisfactory to the Collateral Agent as to the insurance maintained in respect of the applicable Vessel, as to their opinion that such insurances are at least comparable to that which is customarily maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business and as to compliance with the provisions of this paragraph 16. In addition, Tenant shall maintain or cause to be maintained protection and indemnity

insurance and coverage that is carried and maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business and in the maximum available amount on commercially reasonable terms against pollution liability, through underwriters or associations of recognized standing on commercially reasonable terms with respect to coverage other than pollution liability that is carried and maintained for properties of a similar character employed under similar conditions of operation by prudent companies engaged in a similar business. Such insurance policies shall provide for at least thirty days' prior notice to be given to the Collateral Agent by the underwriters or association or insurance broker in the event of cancellation and at least ten days prior notice to be given to the Collateral Agent by the underwriters or association or insurance broker in the event of the failure of Tenant to pay any premium or call that would suspend coverage under the policy or the payment of a claim thereunder. Upon request, Tenant shall furnish a copy of each insurance policy with respect to any Vessel to the Collateral Agent.

Any loss under any insurance on any Vessel with respect to protection and indemnity risks shall be paid to the Person to whom any liability covered by such insurance has been incurred. Any loss under any insurance with respect to any Vessel involving any damage to such Vessel (other than a loss under any insurance on such Vessel with respect to protection and indemnity risks), shall be paid directly to the repairer or, if Tenant repaired the damage to such Vessel and the cost thereof, then to Tenant in reimbursement thereof.

18. Tenant shall comply with and satisfy all of the provisions of any applicable law, regulation, proclamation or order concerning financial responsibility for liabilities imposed on Tenant or the applicable Vessel with respect to pollution including, without limitation, the U.S. Water Pollution Control Act, as amended by the Water Pollution Control Act Amendment of 1972 and as it may be further amended, the Oil Pollution Act of 1990 as amended from time to time, and the Hazardous Materials Transportation Act as amended from time to time, and shall maintain all certificates or other evidence of financial responsibility as may be required by any such law, regulation, proclamation or order with respect to the trade in which such Vessel from time to time is engaged and the cargoes carried by it, except in each case to the extent the failure to comply would not reasonably be expected to have a Material Adverse Effect.
19. All hull and machinery Insurances relating to the Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Assignee may reasonably agree.
20. All entries in Protection and Indemnity Associations or Clubs or insurances effected in lieu of such entries relating to the Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Assignee may agree, and the proceeds of such protection and indemnity entries or insurance coverages in lieu thereof shall be paid on behalf of the Assignor for any sums which the Assignor, as owner of the Vessel, shall become liable to pay, in respect of any casualty or occurrence during the currency of such entries or insurances but only in respect of the matters covered thereby.

21. All hull and machinery Insurances (as defined in the Insurance Assignment) relating to any Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Collateral Agent may reasonably agree.
22. All entries in Protection and Indemnity Associations or Clubs or insurances effected in lieu of such entries relating to any Vessel shall contain a lenders loss payee and mortgagee interests and obligations endorsement in the form of Exhibit 1 hereto or in such other form as the Collateral Agent may agree, and the proceeds of such protection and indemnity entries or insurance coverages in lieu thereof shall be paid on behalf of Tenant for any sums which Tenant, as tenant of the Vessel, shall become liable to pay, in respect of any casualty or occurrence during the currency of such entries or insurances but only in respect of the matters covered thereby.

Exhibit 1

LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

All third parties having an interest in property insured by this Policy, as required by lease, contract or agreement, shall automatically be Additional Insureds hereunder.

All other third parties including, but not limited to, Loss Payees and Mortgagees who have an interest in the property insured by this Policy shall be automatically named as Loss Payees or Mortgagees, and loss, if any, under this Policy shall be adjusted with the Insured and payable to the Insured and the Additional Insureds, Loss Payees or Mortgagees according to their respective insurable interests.

- A. The Insurer will pay for loss to specified property insured under this Policy to each Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
  - 1) any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
  - 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
  - 3) change in the title or ownership of the property.
  - 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Insurer of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Insurer, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all insurance under this Policy will cease.

- C. If this Policy is cancelled at the request of the Insured or its agent, the insurance for the interest of the Lender or Mortgagee will terminate 10 days after the Insurer sends to the Lender or Mortgagee written notice of cancellation, unless:
- 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
  - 2) this Policy is replaced by the Insured, with a policy providing insurance for the interest of the Lender or Mortgagee, in which event insurance under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D. The Insurer may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Insurer may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all insurance under this Policy will cease.
- E. If the Insurer pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Insurer will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or reinsure the full amount of its claim. At its option, the Insurer may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Insurer, and the remaining debt or mortgage will be paid to the Insurer.
- F. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to Appraisal, Settlement of Claims, and Suit Against the Insurer.
- G. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

## **DEFINITIONS**

All capitalized terms used in this Schedule shall have the meanings set forth in the Lease and, if not defined therein, then the following meanings:

“Closing Date” shall mean the “Closing Date” referred to in the Landlord Credit Agreement.

“Collateral Agent” has the meaning given to such term in the Landlord Credit Agreement.

“Documented Vessel” shall mean any Vessel which has a current and valid certificate of documentation issued by the NVDC.

“Economic Sanctions Laws” means (i) the Trading with the Enemy Act (50 U.S.C. App. §§ 5(b) and 16, as amended, modified, or supplemented from time to time), the International Emergency Economic Powers Act, (50 U.S.C. §§ 1701-1706, as amended, modified, or supplemented from time to time), Executive Order 13224 (effective September 24, 2001), as amended, modified, or supplemented from time to time and any successor thereto, and the regulations administered and enforced by OFAC and (ii) any and all other laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes, case law or treaties applicable to Tenant, its Subsidiaries or Affiliates relating to economic sanctions and terrorism financing.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, decrees or judgments, promulgated or entered into by any Governmental Authority, relating to the protection of the environment, reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to the protection of human health and safety (to the extent relating to the protection of the environment or exposure to or management of Hazardous Materials).

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body (including any supra-natural bodies such as the European Union or the European Central Bank).

“Hazardous Materials” shall mean all pollutants, contaminants, and toxic or hazardous wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Insurance Assignment” has the meaning given to such term in the Landlord Credit Agreement.

“Landlord Credit Agreement” shall mean that certain First Lien Credit Agreement, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, the lenders and other parties from time to time party thereto and Wilmington Trust, National Association, as administrative agent.

“Landlord Debt Documents” shall mean the Landlord Credit Agreement, the Loan Documents (as defined in the Landlord Credit Agreement), the Landlord First Lien Indenture, the Notes (as defined in the Landlord First Lien Indenture), the Security Documents (as defined in the Landlord First Lien Indenture), the Landlord Second Lien Indenture, the Notes (as defined in the Landlord Second Lien Indenture) and the Security Documents (as defined in the Landlord Second Lien Indenture).

“Landlord First Lien Indenture” shall mean that certain Indenture, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, VICI FC Inc., a Delaware

corporation, the subsidiary guarantors party thereto from time to time, and UMB Bank, National Association, as trustee, for the First-Priority Senior Secured Floating Rate Notes due 2022.

“Landlord Second Lien Indenture” shall mean that certain Indenture, dated as of the date hereof, among VICI Properties 1 LLC, a Delaware limited liability company, VICI FC Inc., a Delaware corporation, the subsidiary guarantors party thereto from time to time, and UMB Bank, National Association, as trustee, for the 8.0% Second-Priority Senior Secured Notes due 2023.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease, the Lease Agreements, the Management and Lease Support Agreement (in each case as defined in the Landlord Credit Agreement), or an agreement to sell be deemed to constitute a Lien.

“Material Adverse Effect” shall mean a material adverse effect on the business, property, operations or financial condition of the Tenant and the Subsidiaries, taken as a whole, as relates to the Leased Property.

“NVDC” shall mean the United States Coast Guard’s National Vessel Documentation Center or any successor entity.

“Other First Lien Landlord Agreement” shall have the meaning given to the term “Other First Lien Agreement” in the Collateral Agreement referred to in the Landlord Credit Agreement.

“Permitted Lien” has the meaning given to such term in the Landlord Credit Agreement.

“Projections” shall mean the projections of the Tenant and its Subsidiaries and any forward-looking statements (including statements with respect to booked business) of such entities furnished to the Landlord prior to the Closing Date.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or depositing in, into, or onto the environment.

“USA PATRIOT Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“Ship Mortgage” has the meaning given to such term in the Landlord Credit Agreement.

“Vessel” shall mean (i) any vessel, boat, ship, catamaran, riverboat, or barge of any kind or nature whatsoever, whether or not temporarily or permanently moored or affixed to any real property, and includes its engines, machinery, boats, boilers, masts, rigging, anchors, chains, cables, apparel, tackle, outfit, spare gear, fuel, consumable or other stores, freights, belongings



and appurtenances, whether on board or ashore, whether now owned or hereafter acquired, and all additions, improvements and replacements hereafter made in or to said vessel, or any part thereof, or in or to the stores, belongings and appurtenances aforesaid, (ii) any improvement to real property which is used or susceptible of use as a dockside, riverboat or water-based venue for business operations, (iii) any property which is a vessel within the meaning given to that term in 1 U.S.C. § 3, and (iv) any property which would be a vessel within the meaning of that term as defined in 1 U.S.C. § 3 but for its removal from navigation for use in gaming or other business operations and/or any modifications made thereto to facilitate dockside gaming or other business operations which may affect its seaworthiness, and, in each case, all appurtenances thereof.

SCHEDULE 1

GAMING LICENSES

Unique ID	Legal Entity Name	License Category	Type of License	Issuing Agency	State	Description of License
453	Des Plaines Development Limited Partnership	Gaming	Gaming License	State of Illinois	Illinois	Owner Licensee for Harrah’s Joliet Casino Hotel

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SCHEDULE 2

GROUND LEASES

None.

SCHEDULE 3

MAXIMUM FIXED RENT TERM

Property Name	City, State	Maximum Fixed Rent Term
Harrah's Joliet	Joliet, Illinois	35

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SCHEDULE 4

SPECIFIED SUBLEASES

None.

## SCHEDULE 5

## RENT ALLOCATION

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Oct-17	\$3,302,083	\$ 0	\$ 0	(\$ 3,302,083)	(\$ 8,255)	(\$ 3,302,083)
Nov-17	3,302,083	0	0	(3,302,083)	(\$ 16,531)	(6,612,422)
Dec-17	3,302,083	0	0	(3,302,083)	(\$ 24,828)	(9,931,036)
Jan-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 33,145)	(13,257,947)
Feb-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,979)	(13,191,536)
Mar-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,812)	(13,124,960)
Apr-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,646)	(13,058,217)
May-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,478)	(12,991,307)
Jun-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,311)	(12,924,229)
Jul-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 32,142)	(12,856,984)
Aug-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 31,974)	(12,789,571)
Sep-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 31,805)	(12,721,989)
Oct-18	3,302,083	3,378,731	\$3,401,639	99,556	(31,636)	(12,654,239)
Nov-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 31,466)	(12,586,319)
Dec-18	3,302,083	3,378,731	3,401,639	99,556	(\$ 31,296)	(12,518,229)
Jan-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 31,125)	(12,449,969)
Feb-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,954)	(12,381,538)
Mar-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,782)	(12,312,937)
Apr-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,610)	(12,244,164)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
May-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,438)	(12,175,218)
Jun-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,265)	(12,106,101)
Jul-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 30,092)	(12,036,810)
Aug-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 29,918)	(11,967,347)
Sep-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 29,744)	(11,897,710)
Oct-19	3,302,083	3,378,731	\$3,401,639	99,556	(29,570)	(11,827,898)
Nov-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 29,395)	(11,757,913)
Dec-19	3,302,083	3,378,731	3,401,639	99,556	(\$ 29,219)	(11,687,752)
Jan-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 29,044)	(11,617,416)
Feb-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 28,867)	(11,546,904)
Mar-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 28,691)	(11,476,215)
Apr-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 28,513)	(11,405,350)
May-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 28,336)	(11,334,308)
Jun-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 28,158)	(11,263,088)
Jul-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 27,979)	(11,191,690)
Aug-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 27,800)	(11,120,114)
Sep-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 27,621)	(11,048,359)
Oct-20	3,302,083	3,378,731	\$3,401,639	99,556	(27,441)	(10,976,424)
Nov-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 27,261)	(10,904,310)
Dec-20	3,302,083	3,378,731	3,401,639	99,556	(\$ 27,080)	(10,832,015)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jan-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 26,899)	(10,759,539)
Feb-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 26,717)	(10,686,882)
Mar-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 26,535)	(10,614,044)
Apr-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 26,353)	(10,541,024)
May-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 26,170)	(10,467,821)
Jun-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 25,986)	(10,394,435)
Jul-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 25,802)	(10,320,865)
Aug-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 25,618)	(10,247,112)
Sep-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 25,433)	(10,173,174)
Oct-21	3,302,083	3,378,731	\$3,401,639	99,556	(25,248)	(10,099,051)
Nov-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 25,062)	(10,024,743)
Dec-21	3,302,083	3,378,731	3,401,639	99,556	(\$ 24,876)	(9,950,250)
Jan-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 24,689)	(9,875,570)
Feb-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 24,502)	(9,800,703)
Mar-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 24,314)	(9,725,649)
Apr-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 24,126)	(9,650,408)
May-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 23,937)	(9,574,978)
Jun-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 23,748)	(9,499,360)
Jul-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 23,559)	(9,423,553)
Aug-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 23,369)	(9,347,556)



Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Sep-22	3,302,083	3,378,731	3,401,639	99,556	(\$ 23,178)	(9,271,370)
Oct-22	3,368,125	3,378,731	\$3,401,639	33,514	(23,153)	(9,261,034)
Nov-22	3,368,125	3,378,731	3,401,639	33,514	(\$ 23,127)	(9,250,673)
Dec-22	3,368,125	3,378,731	3,401,639	33,514	(\$ 23,101)	(9,240,286)
Jan-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 23,075)	(9,229,872)
Feb-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 23,049)	(9,219,433)
Mar-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 23,022)	(9,208,968)
Apr-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,996)	(9,198,476)
May-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,970)	(9,187,959)
Jun-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,944)	(9,177,415)
Jul-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,917)	(9,166,844)
Aug-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,891)	(9,156,247)
Sep-23	3,368,125	3,378,731	3,401,639	33,514	(\$ 22,864)	(9,145,624)
Oct-23	3,435,488	3,378,731	\$3,401,639	(33,849)	(23,006)	(9,202,337)
Nov-23	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,148)	(9,259,191)
Dec-23	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,290)	(9,316,188)
Jan-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,433)	(9,373,327)
Feb-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,577)	(9,430,609)
Mar-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,720)	(9,488,034)
Apr-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 23,864)	(9,545,603)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
May-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 24,008)	(9,603,315)
Jun-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 24,153)	(9,661,172)
Jul-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 24,298)	(9,719,174)
Aug-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 24,443)	(9,777,320)
Sep-24	3,435,488	3,378,731	3,401,639	(33,849)	(\$ 24,589)	(9,835,612)
Oct-24	2,452,938	3,378,731	\$3,401,639	948,701	(22,279)	(8,911,500)
Nov-24	2,452,938	3,378,731	3,401,639	948,701	(\$ 19,963)	(7,985,078)
Dec-24	2,452,938	3,378,731	3,401,639	948,701	(\$ 17,641)	(7,056,340)
Jan-25	2,452,938	2,497,323	2,514,255	61,317	(15,313)	(6,125,280)
Feb-25	2,452,938	2,497,323	2,514,255	61,317	(15,198)	(6,079,276)
Mar-25	2,452,938	2,497,323	2,514,255	61,317	(15,083)	(6,033,158)
Apr-25	2,452,938	2,497,323	2,514,255	61,317	(14,967)	(5,986,924)
May-25	2,452,938	2,497,323	2,514,255	61,317	(14,851)	(5,940,574)
Jun-25	2,452,938	2,497,323	2,514,255	61,317	(14,735)	(5,894,109)
Jul-25	2,452,938	2,497,323	2,514,255	61,317	(14,619)	(5,847,528)
Aug-25	2,452,938	2,497,323	2,514,255	61,317	(14,502)	(5,800,830)
Sep-25	2,452,938	2,497,323	2,514,255	61,317	(14,385)	(5,754,015)
Oct-25	2,501,997	2,497,323	\$2,514,255	12,258	(14,390)	(5,756,142)
Nov-25	2,501,997	2,497,323	2,514,255	12,258	(14,396)	(5,758,274)
Dec-25	2,501,997	2,497,323	2,514,255	12,258	(14,401)	(5,760,412)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jan-26	2,501,997	2,497,323	2,514,255	12,258	(14,406)	(5,762,555)
Feb-26	2,501,997	2,497,323	2,514,255	12,258	(14,412)	(5,764,703)
Mar-26	2,501,997	2,497,323	2,514,255	12,258	(14,417)	(5,766,857)
Apr-26	2,501,997	2,497,323	2,514,255	12,258	(14,423)	(5,769,016)
May-26	2,501,997	2,497,323	2,514,255	12,258	(14,428)	(5,771,181)
Jun-26	2,501,997	2,497,323	2,514,255	12,258	(14,433)	(5,773,351)
Jul-26	2,501,997	2,497,323	2,514,255	12,258	(14,439)	(5,775,526)
Aug-26	2,501,997	2,497,323	2,514,255	12,258	(14,444)	(5,777,707)
Sep-26	2,501,997	2,497,323	2,514,255	12,258	(14,450)	(5,779,893)
Oct-26	2,552,037	2,497,323	\$2,514,255	(37,782)	(14,580)	(5,832,125)
Nov-26	2,552,037	2,497,323	2,514,255	(37,782)	(14,711)	(5,884,487)
Dec-26	2,552,037	2,497,323	2,514,255	(37,782)	(14,842)	(5,936,980)
Jan-27	2,552,037	2,497,323	2,514,255	(37,782)	(14,974)	(5,989,605)
Feb-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,106)	(6,042,361)
Mar-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,238)	(6,095,248)
Apr-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,371)	(6,148,268)
May-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,504)	(6,201,421)
Jun-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,637)	(6,254,707)
Jul-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,770)	(6,308,125)
Aug-27	2,552,037	2,497,323	2,514,255	(37,782)	(15,904)	(6,361,677)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Sep-27	2,552,037	2,497,323	2,514,255	(37,782)	(16,038)	(6,415,364)
Oct-27	2,404,841	2,497,323	\$2,514,255	109,414	(15,805)	(6,321,988)
Nov-27	2,404,841	2,497,323	2,514,255	109,414	(15,571)	(6,228,380)
Dec-27	2,404,841	2,497,323	2,514,255	109,414	(15,336)	(6,134,537)
Jan-28	2,404,841	2,497,323	2,514,255	109,414	(15,101)	(6,040,460)
Feb-28	2,404,841	2,497,323	2,514,255	109,414	(14,865)	(5,946,147)
Mar-28	2,404,841	2,497,323	2,514,255	109,414	(14,629)	(5,851,599)
Apr-28	2,404,841	2,497,323	2,514,255	109,414	(14,392)	(5,756,815)
May-28	2,404,841	2,497,323	2,514,255	109,414	(14,154)	(5,661,793)
Jun-28	2,404,841	2,497,323	2,514,255	109,414	(13,916)	(5,566,534)
Jul-28	2,404,841	2,497,323	2,514,255	109,414	(13,678)	(5,471,037)
Aug-28	2,404,841	2,497,323	2,514,255	109,414	(13,438)	(5,375,301)
Sep-28	2,404,841	2,497,323	2,514,255	109,414	(13,198)	(5,279,325)
Oct-28	2,452,938	2,497,323	\$2,514,255	61,317	(13,078)	(5,231,207)
Nov-28	2,452,938	2,497,323	2,514,255	61,317	(12,957)	(5,182,968)
Dec-28	2,452,938	2,497,323	2,514,255	61,317	(12,837)	(5,134,609)
Jan-29	2,452,938	2,497,323	2,514,255	61,317	(12,715)	(5,086,129)
Feb-29	2,452,938	2,497,323	2,514,255	61,317	(12,594)	(5,037,527)
Mar-29	2,452,938	2,497,323	2,514,255	61,317	(12,472)	(4,988,804)
Apr-29	2,452,938	2,497,323	2,514,255	61,317	(12,350)	(4,939,959)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
May-29	2,452,938	2,497,323	2,514,255	61,317	(12,227)	(4,890,993)
Jun-29	2,452,938	2,497,323	2,514,255	61,317	(12,105)	(4,841,903)
Jul-29	2,452,938	2,497,323	2,514,255	61,317	(11,982)	(4,792,691)
Aug-29	2,452,938	2,497,323	2,514,255	61,317	(11,858)	(4,743,356)
Sep-29	2,452,938	2,497,323	2,514,255	61,317	(11,735)	(4,693,898)
Oct-29	2,501,997	2,497,323	\$2,514,255	12,258	(11,733)	(4,693,375)
Nov-29	2,501,997	2,497,323	2,514,255	12,258	(11,732)	(4,692,850)
Dec-29	2,501,997	2,497,323	2,514,255	12,258	(11,731)	(4,692,324)
Jan-30	2,501,997	2,497,323	2,514,255	12,258	(11,729)	(4,691,797)
Feb-30	2,501,997	2,497,323	2,514,255	12,258	(11,728)	(4,691,268)
Mar-30	2,501,997	2,497,323	2,514,255	12,258	(11,727)	(4,690,739)
Apr-30	2,501,997	2,497,323	2,514,255	12,258	(11,726)	(4,690,207)
May-30	2,501,997	2,497,323	2,514,255	12,258	(11,724)	(4,689,675)
Jun-30	2,501,997	2,497,323	2,514,255	12,258	(11,723)	(4,689,141)
Jul-30	2,501,997	2,497,323	2,514,255	12,258	(11,722)	(4,688,606)
Aug-30	2,501,997	2,497,323	2,514,255	12,258	(11,720)	(4,688,069)
Sep-30	2,501,997	2,497,323	2,514,255	12,258	(11,719)	(4,687,532)
Oct-30	2,552,037	2,497,323	\$2,514,255	(37,782)	(11,843)	(4,737,032)
Nov-30	2,552,037	2,497,323	2,514,255	(37,782)	(11,967)	(4,786,657)
Dec-30	2,552,037	2,497,323	2,514,255	(37,782)	(12,091)	(4,836,405)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Jan-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,216)	(4,886,278)
Feb-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,341)	(4,936,276)
Mar-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,466)	(4,986,399)
Apr-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,592)	(5,036,647)
May-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,718)	(5,087,020)
Jun-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,844)	(5,137,520)
Jul-31	2,552,037	2,497,323	2,514,255	(37,782)	(12,970)	(5,188,145)
Aug-31	2,552,037	2,497,323	2,514,255	(37,782)	(13,097)	(5,238,898)
Sep-31	2,552,037	2,497,323	2,514,255	(37,782)	(13,224)	(5,289,777)
Oct-31	2,603,078	2,497,323	\$2,514,255	(88,823)	(13,480)	(5,391,824)
Nov-31	2,603,078	2,497,323	2,514,255	(88,823)	(13,735)	(5,494,126)
Dec-31	2,603,078	2,497,323	2,514,255	(88,823)	(13,992)	(5,596,684)
Jan-32	2,603,078	2,938,027	2,957,947	354,869	(14,249)	(5,699,498)
Feb-32	2,603,078	2,938,027	2,957,947	354,869	(13,397)	(5,358,878)
Mar-32	2,603,078	2,938,027	2,957,947	354,869	(12,544)	(5,017,406)
Apr-32	2,603,078	2,938,027	2,957,947	354,869	(11,688)	(4,675,080)
May-32	2,603,078	2,938,027	2,957,947	354,869	(10,830)	(4,331,898)
Jun-32	2,603,078	2,938,027	2,957,947	354,869	(9,970)	(3,987,859)
Jul-32	2,603,078	2,938,027	2,957,947	354,869	(9,107)	(3,642,959)
Aug-32	2,603,078	2,938,027	2,957,947	354,869	(8,243)	(3,297,197)

Period	Original Agreement Rent/Base Rent (w/ minimum Escalator)	Rent Allocation	467 Rent	467 Rent Adjustment	467 Interest	467 Loan Balance Beginning of Period
Sep-32	2,603,078	2,938,027	2,957,947	354,869	(7,376)	(2,950,570)

(0)

SCHEDULE 6

LONDON CLUBS

Property	Address
Golden Nugget (01120)	22 Shaftesbury Avenue, London W1D 7EJ
Sportsman (01110)	Old Quebec Street, London W1H 7AF
The Playboy Club/10 Brick Street (01140)	14 Old Park Lane, London W1K 1ND
Leicester Square (01180)	5-6 Leicester Square, London WC2H 7NA
Southend (01210)	Eastern Esplanade, Southend on Sea, Essex SS1 2ZG
Brighton (01220)	Brighton Marina Village, Brighton, Sussex BN2 5UT
Manchester (01240)	The Great Northern, Watson Street, Manchester M3 4LP
Nottingham (01270)	108 Upper Parliament Street, Nottingham NG1 6LF
Glasgow (01250)	Springfield Quay, Paisley Road, Glasgow G5 8NP
Leeds (01280)	4 The Boulevard, Clarence Dock, Leeds LS10 1PZ



## TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is dated as of October 6, 2017 (the "Effective Date"), by and between CAESARS LICENSE COMPANY, LLC, a Nevada limited liability company ("Licensor"), and DESERT PALACE LLC, a Nevada limited liability company ("Licensee"). Licensor and Licensee are sometimes referred to collectively in this Agreement as the "Parties" and individually as a "Party".

## WITNESSETH:

WHEREAS, Licensee, Caesars Entertainment Operating Company, Inc., CEOC, LLC ("CEOC") and CPLV Property Owner LLC have entered into that certain Lease (CPLV), dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Lease"), pursuant to which Licensee, Caesars Entertainment Operating Company, Inc. and CEOC, as "Tenant" thereunder ("Tenant"), will lease the Property (as hereinafter defined) from CPLV Property Owner LLC, as "Landlord" thereunder ("Landlord");

WHEREAS, in connection with the Lease, Tenant, Manager (as hereinafter defined), Caesars Entertainment Operating Company, Inc., CEOC, Caesars Entertainment Corporation ("CEC"), Landlord and, solely for purposes of certain sections thereof, Licensor and Caesars Enterprise Services, LLC, have entered into that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "MLSA"), pursuant to which, among other things, Tenant has engaged Manager to Operate (as hereinafter defined) the Property;

WHEREAS, the Licensed Trademarks (as hereinafter defined) relate to, and are used or contemplated for use on or in connection with, the Property;

WHEREAS, Licensor owns or has the right to grant the rights to the Licensed Trademarks granted herein; and

WHEREAS, as contemplated by the Lease, Licensee desires to obtain from Licensor a license to use the Licensed Trademarks, and Licensor is willing to grant such license, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto agree as follows:

**1. DEFINITIONS**

1.1 For purposes of this Agreement, the following terms shall be defined as follows. All capitalized terms used without definition in the body of this Agreement shall have the meanings assigned to such terms in the MLSA or the Lease, as applicable.

(a) "Affiliate" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided, that (i) with respect to

Licensee, “Affiliate” shall include its direct and indirect Controlled subsidiaries and, if Licensee is a Controlled subsidiary of CEC, CEC and its direct and indirect Controlled subsidiaries, but shall not include any shareholder or director of CEC or CEO or any Affiliate of any such shareholder or director of CEC or CEO (other than, if applicable, CEC and its direct or indirect Controlled subsidiaries), and (ii) with respect to Manager, “Affiliate” shall include CEC and its direct and indirect Controlled subsidiaries (if Manager is a direct or indirect Controlled subsidiary of CEC) but shall not include any shareholder or director of CEC or of CEO or any Affiliate of any such shareholder or director of CEC or CEO (other than, as applicable, CEC and its direct or indirect Controlled subsidiaries); provided, further, that for purposes of this Agreement, in no event shall Licensee or any of its Affiliates be deemed to be an Affiliate of Licensor or any of its Affiliates.

(b) “Caesars Trademarks” means all rights in, to and under the “CAESARS” trademark and service mark and the reputation symbolized thereby, in any format, font, style or design, whether alone or in combination with any other terms, styles or designs, but excluding the Licensed Trademarks.

(c) “Claim” means any lawsuit, action, legal proceeding, claim or demand.

(d) “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other equity interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

(e) “CPLV Trademark” means all rights in, to and under the “CAESARS PALACE LAS VEGAS” trademark and service mark and the reputation symbolized thereby, in any format, font, style or design, whether alone or in combination with any other terms, styles or designs, and including those domain name registrations therefor that are set forth on Exhibit A hereto.

(f) “Entertainment Venue” means any commercial property, the primary purpose of which is for the display, presentation or performance of musicals, concerts or other live stage entertainment.

(g) “Foreclosure” means a foreclosure by Landlord (or any of its successors and assigns) of the security interest in this Agreement and the licenses granted hereunder granted to Landlord by Licensee to secure Licensee’s obligations under the Lease.

(h) “Gaming Activities” means the conduct of gaming or gambling activities, race books and sports pools, or the use, manufacture, distribution or branding of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, video lottery terminals, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems, mobile gaming systems, poker tournaments, inter-casino linked systems and related and associated equipment, supplies and systems, and the distribution, sale or service of liquor. For avoidance of doubt, the terms “gaming” and “gambling” as used in this Agreement are intended to include the meanings of such terms under NRS 463.0153, and the term “gaming device” as used in this Agreement is intended to include the meaning of such term under NRS 463.0155.

(i) “Gaming Authority” or “Gaming Authorities” means, individually or in the aggregate, as the context may require, any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof, regulating Gaming Activities or related activities (including, but not limited to, the Nevada Gaming Commission, the Nevada State Gaming Control Board and the Clark County Liquor and Gaming Licensing Board).

(j) “Gaming Law” means any applicable law regulating or otherwise pertaining to Gaming Activities or related activities, including, but not limited to, the provisions of the Nevada Gaming Control Act, as codified in NRS Chapter 463, as amended from time to time, all regulations of the Nevada Gaming Commission promulgated thereunder, as amended from time to time, the provisions of the Clark County Code, as amended from time to time, and all other rules, regulations, orders, ordinances and legal requirements of any Gaming Authority.

(k) “Hotel/Casino Venues” means any hotel, casino or other leisure, entertainment or commercial property that offers hotel services or gaming activities as a primary service for guests or customers of such leisure, entertainment or commercial property. Solely by way of example, and not limitation, a retail store located in a shopping center or airport where slot machines or other gaming activity is offered, shall not be deemed a “Hotel/Casino Venue” but a spa located in a hotel shall be deemed a “Hotel/Casino Venue.”

(l) “Lease/MLSA Related Agreements” shall have the meaning provided in the Lease.

(m) “Lender” means any lender (including its successors and/or assigns) that has provided a loan or financing (or holds a note evidencing any portion of such loan) that is secured directly or indirectly, in whole or in part, by the Property, including, but not limited, JPMorgan Chase Bank, National Association, Barclays Bank, plc, Goldman Sachs Mortgage Company and Morgan Stanley Bank, N.A. and their respective successors and/or assigns.

(n) “Licensed Trademarks” means all rights in, to and under the “CAESARS PALACE” trademark and service mark and the reputation symbolized thereby, including the CPLV Trademark, in any format, font, style or design, whether alone or in combination with any other terms, styles, or designs, and including those applications and registrations therefor that are set forth on Exhibit B hereto. Any reference to “Licensed Trademarks” herein shall mean one or more of such trademarks as the context requires.

(o) “Manager” means CPLV Manager, LLC, together with its successors and permitted assigns as provided in Section 11.2 of the MLSA, in its capacity as “Manager” under the MLSA.

(p) “New Tower Option” means that, if constructed, the New Hotel Tower (as defined in the CPLV Loan Agreement) shall be operated under the CPLV Trademark.

(q) “Non-Discriminatory” means consistent, commercially reasonable, fair treatment of all Persons regardless of the ownership, control or affiliations of any such Persons (i) subject to the same or substantially similar policies and procedures, including policies and procedures related to the standards of service and quality required to be provided by such Persons or (ii) participating jointly in the same transactions or relationships or participating in separate, but substantially similar, transactions or relationships for the procurement of goods or services, in each case, including, without limitation, the unbiased and consistent allocation of costs, expenses, savings and benefits of any such policies, procedures, relationships or transactions on the basis of a fair and equitable methodology; provided, however, that goods and services shall not be required to be provided in a manner that exceeds the standard of service required to be provided at the Property under the terms of this Agreement or the MLSA to be deemed “Non-Discriminatory” nor shall the standard of service and quality provided at the facilities owned or operated by each such Person be required to be similar so long as, in each case, both (x) a commercially reasonable business justification (without giving effect to Lease economics) that is not discriminatory to Landlord or the Property exists for the manner in which such goods and services are provided, and (y) the manner in which such goods and services are provided is not intended or designed to frustrate, vitiate or reduce (I) the rights of Landlord under this Agreement, the Lease, or the other Lease/MLSA Related Agreements, or (II) the payment of Variable Rent (as such term is defined in the Lease) under the Lease.

(r) “Opco Claimholders” means Credit Suisse AG, Cayman Islands Branch, and each other Secured Party under and as defined in the Credit Agreement, dated October 6, 2017, among Caesars Entertainment Operating Company, Inc., CEOC, each lender from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (as defined therein).

(s) “Operate”, “Operating” or “Operation” means to manage, operate, use, maintain, market, promote, repair, and provide other management or operations services to, the Property, all as more particularly described in the MLSA.

(t) “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

(u) “Pre-Existing Agreements” means any agreements with respect to the CPLV Trademark entered into by Licensor with third parties (each, a “License Counterparty”) prior to the MLSA Termination Date (as defined below) permitting the use of the CPLV Trademark in any manner that does not conflict with the exclusive rights granted to Licensee hereunder, as the same may be amended, restated or otherwise modified, in a Non-Discriminatory manner, from time to time in accordance with their terms; provided, that such agreements shall require that the use of the CPLV Trademark by the applicable License Counterparty shall comply with quality control provisions intended to protect the quality, reputation, and value of the CPLV Trademark consistent with the quality standard set forth herein.

(v) “Products and Materials” means all products, merchandise and other materials, in any format now or hereafter known, bearing or incorporating any of the Licensed

Trademarks, which identify or promote the Property, or goods or services offered thereby or in connection therewith, including goods, packaging, labeling, point-of-sale materials, websites, social media pages, trade show displays, sales materials and advertising.

- (w) “Property,” means the “Managed Facility”, as defined in the MLSA (regardless of whether the MLSA is in effect at the time).
- (x) “Restricted Territory,” means a thirty (30) mile radius around the Property.
- (y) “Term” shall have the meaning provided in Section 7.1.
- (z) “Territory,” means the entire world.

1.2 Exhibits. The exhibits attached hereto are incorporated in, and deemed to be an integral part of, this Agreement.

1.3 Structure of this Agreement; Integration; Consideration. The Parties each acknowledge and agree that the covenants and obligations set forth herein inseparably relate to Licensee’s and/or Manager’s rights and obligations under the Lease and the MLSA. The Parties further acknowledge and agree that Licensee, Manager and Landlord would not enter into the Lease, the MLSA, or any of the other Lease/MLSA Related Agreements absent the understanding and agreement that the entire ownership, operation, management, lease and lease guaranty relationship with respect to the Property, all of the covenants, obligations and agreements of Licensor and Licensee hereunder, and all of the covenants, obligations and agreements of each of the parties under each of the Lease/MLSA Related Agreements, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of the Parties that (a) each of the provisions of this Agreement form part of a single integrated agreement and shall not be or be deemed to be separate or severable agreements and (b) Licensor and Licensee would not be entering into this Agreement, and Licensee, Manager and Landlord would not be entering into the Lease, the MLSA, or the other Lease/MLSA Related Agreements without, in each case, contemporaneously entering into each and every other one of such agreements, and, accordingly, in the event of any dispute or litigation, or any bankruptcy, insolvency, dissolution or any other proceedings in respect of any Party, such Party will not (and the other Party will oppose any effort to) separate, sever, reject, assume or assign (or attempt to, or support any other entity in attempting to, separate, sever, reject, assume or assign) any one of such agreements without concurrently treating each and every of the other of such agreements together and in the same manner, so that all such agreements are concurrently treated as one integrated agreement that is not separable or severable; provided, however, this Section 1.03 shall not limit the right of any Leasehold Lender to (x) make a Leasehold Foreclosure with MLSA Termination (as defined in the MLSA) as provided in Section 13.1.2 of the MLSA, or (y) enter into a New Lease and terminate the MLSA as provided in Article XVII of the Lease. The Parties further acknowledge and agree that, notwithstanding that each of the provisions of this Agreement, the Lease, the MLSA and the other Lease/MLSA Related Agreements form part of a single integrated agreement, none of Licensor, Licensee, Manager or Landlord shall have any obligation, or be deemed to have any obligation, to the other (or otherwise be bound by any agreement to or with the other), whether by virtue of its inclusion as a Party hereto, by implication or otherwise, except solely as and to the extent expressly provided in this Agreement, in the Lease, in the MLSA or in the other Lease/MLSA Related Agreements.

## 2. GRANT OF LICENSE

2.1 License Grant. Subject to the terms and provisions set forth in this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a royalty-free, non-transferable (except pursuant to Sections 2.4 and 8.6) right and license to use the Licensed Trademarks within the Territory during the Term (a) on or in connection with the development and Operation of the Property and (b) on or in connection with the use, manufacture, marketing, promotion, distribution, offering, sale, provision and servicing of Products and Materials (the "License").

2.2 Exclusivity. The License granted pursuant to Section 2.1 shall be non-exclusive, except that such License shall be exclusive (subject to Section 2.3(a) and the New Tower Option) with respect to the right to use the Licensed Trademarks in connection with any hotel, casino or other leisure, entertainment or commercial property within the Restricted Territory.

### 2.3 Restrictions on Licensor.

(a) *Licensed Trademarks*. Except pursuant to the New Tower Option, Licensor shall not, and acknowledges and agrees that neither Licensor nor its Affiliates are permitted to, use the Licensed Trademarks with respect to any Hotel/Casino Venues or other physical property within the Restricted Territory, provided, that Licensor and its Affiliates shall have the right to use and license the Licensed Trademarks within the Territory, including the Restricted Territory, in a Non-Discriminatory manner and otherwise consistent with the terms of this Agreement for any other uses within the Caesars system, including for corporate purposes, enterprise-wide services, marketing and promotion of properties and online gaming, in a manner generally consistent in all material respects with Licensor's business practices prior to and throughout the Term and subject to the terms and conditions hereunder. Solely by way of example, and not by limitation, such permitted uses by Licensor and its Affiliates include the following: "Caesars Palace" signage on corporate offices or locations.

(b) *CPLV Trademark*. Except pursuant to the New Tower Option, Licensor shall not, and acknowledges and agrees that neither Licensor nor its Affiliates are permitted to, use (or grant any other Person the right to use) the CPLV Trademark in connection with the operation, management or development of any Hotel/Casino Venues or other physical property anywhere in the Territory, other than in connection with the marketing and promotion of the Property. Further, as of the date that Manager (or an Affiliate thereof) is no longer managing the Property (the "Manager Termination Date"), Licensor shall not, and acknowledges and agrees that neither Licensor nor its Affiliates are permitted to, use the CPLV Trademark in any manner, including on or in connection with any other properties, businesses, goods, services or online gaming or in connection with granting any licenses to use the CPLV Trademark (except to Landlord, Lender and their respective successors and/or assigns, as applicable); provided, that Licensee acknowledges and agrees that Licensor and its Affiliates may not be able to cease such use immediately, and therefore, following the date of termination or expiration of any applicable MLSA pursuant to which Manager (or an Affiliate thereof) is no longer managing the Property (the "MLSA Termination Date"), Licensor and its Affiliates shall have a commercially

reasonable period of time not to exceed the greater of twelve (12) months and the Transition Period (as defined in the MLSA) (the “Wind-down Period”) to cease all use of the CPLV Trademark so long as during such period Licensor shall be diligently and expeditiously working to cease such use; and provided, further, that any use of the CPLV Trademark subject to a Pre-Existing Agreement may continue, consistent with the scope of use of such CPLV Trademark under such Pre-Existing Agreement as of the MLSA Termination Date, until the expiration or other termination of such Pre-Existing Agreement, if Licensor is unable, using commercially reasonable efforts, to cause a phase out of the CPLV Trademark under such Pre-Existing Agreement within the Wind-down Period.

(c) *Caesars Trademarks.* Except pursuant to the New Tower Option, Licensor shall not, and acknowledges and agrees that neither Licensor nor its Affiliates are permitted to, use (or grant any other Person the right to use) the Caesars Trademarks with respect to any Hotel/Casino Venues or any other Entertainment Venues within the Restricted Territory; provided, however, that use of the Caesars Trademarks in connection with Hotel/Casino Venues or Entertainment Venues within the Restricted Territory shall be permitted (i) upon approval by Landlord and Lender, not to be unreasonably withheld, conditioned or delayed, and (ii) so long as the applicable Hotel/Casino Venues or Entertainment Venues are Operated at a standard of service and quality at least consistent with the standard of service and quality at which Hotel/Casino Venues or Entertainment Venues, respectively, outside of the Restricted Territory that use the Caesars Trademarks are Operated, and in any event in a Non-Discriminatory manner. For the avoidance of doubt, Licensor and its Affiliates shall have the right to use and license the Caesars Trademarks within the Territory, including the Restricted Territory, in a Non-Discriminatory manner, for any uses within the Caesars system other than use in connection with Hotel/Casino Venues or Entertainment Venues within the Restricted Territory, including for corporate purposes, enterprise-wide services, marketing and promotion of properties and in connection with any businesses, goods, services, retail sales or online gaming, in a manner consistent in all material respects with Licensor’s business practices prior to and throughout the Term; provided, that any such use within the Restricted Territory shall be at a standard of service and quality at least consistent with the standard of service and quality symbolized by the Caesars Trademarks in connection with Hotel/Casino Venues or Entertainment Venues, as applicable, during the Term. Solely by way of example, and not by limitation, such permitted uses by Licensor and its Affiliates include the following: “Caesars” signage on corporate offices or locations, identification of a property as part of the Caesars system (e.g., “Flamingo, a Caesars Property”), promoting guest rooms as part of the Caesars system (e.g., “Caesars Luxury Suites”), and services and properties such as “Caesars Travel”, “Caesars Conference Services”, “Caesars Emporium” and “Caesars Entertainment Studios”.

(d) *Use of CZR.* The Parties acknowledge that Licensor and its Affiliates are contemplating a potential rebranding of that certain Hotel/Casino Venue in the Restricted Territory currently known as “The Cromwell” (the “Rebranded Property”). Such potential rebranding may involve changing the name of the Rebranded Property from “The Cromwell” to “CZR” (whether alone or in combination with other words and/or logos). To the extent Licensor or Affiliates proceed with use of “CZR”, or a variation thereof, as the new name of the Rebranded Property, Licensor hereby agrees, on behalf of itself and its Affiliates, that the Rebranded Property (i) will be operated at a standard of service and quality at least consistent with the standard of service and quality offered at the Rebranded Property as of the Effective

Date and (ii) will not be substantially increased in size in terms of the volume of hotel rooms or gaming activities offered at the Rebranded Property as compared to the volume of such services offered as of the Effective Date (*e.g.*, Licensor and its Affiliates shall not rebuild or remodel the Rebranded Property to such an extent that it is a substantially larger and different Hotel/Casino Venue than it is as of the Effective Date). Except with respect to the Rebranded Property, Licensor shall not, and Licensor acknowledges and agrees that neither Licensor nor its Affiliates are permitted to, use (or grant any other Person the right to use) the “CZR” mark or a variation thereof with respect to any Hotel/Casino Venues or Entertainment Venues within the Restricted Territory, except with the prior written consent of Landlord and Lender.

2.4 Sublicenses. Licensee shall have the right to sublicense any or all of the rights granted to Licensee under Section 2.1 hereunder (any sublicensee, a “Permitted Sublicensee”); provided, however, that Licensee: (a) shall remain responsible for such Permitted Sublicensee’s performance; (b) such Permitted Sublicensee shall agree to be bound by the terms and conditions of this Agreement, including with respect to quality control; and (c) Licensor shall be deemed a third party beneficiary of such sublicense with the right to enforce the terms and conditions of this Agreement against such Permitted Sublicensee.

2.5 Potential Land Development. Licensor agrees that if and when those certain parcels of real property located in Las Vegas, Nevada and owned by Vegas Development LLC that, as of the Effective Date, are used for parking, retail and ancillary purposes, are developed for purposes of offering a Hotel/Casino Venue, Licensor and its Affiliates shall reasonably consider including a retail store branded with the Caesars Trademarks or other commercial property branded with the Caesars Trademarks on such land.

2.6 Reservation of Rights. All rights in, to and under the Licensed Trademarks and the Caesars Trademarks not expressly granted hereunder are reserved by Licensor.

### **3. QUALITY CONTROL**

3.1 In order to protect the Licensed Trademarks, including the goodwill associated therewith, Licensee covenants and agrees as follows:

(a) The nature and quality of all Products and Materials shall (i) be subject to Licensor’s approval, such approval to be in accordance with the terms and conditions set forth in this Section 3, and (ii) meet all standards and specifications which Licensor may from time to time give to Licensee, on a Non-Discriminatory basis, and consistent with Licensor’s business practices with respect to the Property prior to the Effective Date and Licensor’s general business practices throughout the Term. Licensor acknowledges that the standards and specifications of (x) Products and Materials (including use of the Licensed Marks on or in connection therewith) used, manufactured, advertised, publicized, promoted, marketed, provided, distributed, offered for sale, and sold, and (y) use of the Licensed Trademarks on or in connection with the development and Operation of the Property, as of the Effective Date, if any, meet all such standards and specifications. Licensee will continue to comply with Licensor’s existing standards and specifications and with any brand standards manual provided by Licensor (“Manual”), if any, and with all changes in said standards and specifications and in the Manual as they are made by Licensor and noticed to Licensee from time to time in Licensor’s sole



discretion, on a Non-Discriminatory basis, consistent with Licensor's business practices with respect to the Property prior to the Effective Date and Licensor's general business practices throughout the Term.

(b) From time to time, at Licensor's reasonable written request and expense and for the purpose of verifying compliance with Section 3.1(a), Licensee shall provide or make available representative samples of the Products and Materials and any other further information reasonably requested by Licensor for that purpose (the "Samples"). Licensor shall provide its approval, communicate its disapproval, or request changes to be made to Products and Materials represented by the Samples within fifteen (15) days of submission by Licensee. If Licensor does not communicate its approval, disapproval (with a reasonably detailed explanation therefor) or requests for changes to Licensee within fifteen (15) days, Licensee's submission of Samples shall be deemed approved. Licensor's approval or request for changes shall not be unreasonably withheld, conditioned or delayed, and Licensor shall exercise such right on a Non-Discriminatory basis, consistent with Licensor's business practices with respect to the Property prior to the Effective Date and Licensor's general business practices throughout the Term.

(c) Subject to compliance with applicable laws, upon reasonable notice, representatives of Licensor shall have the right, during normal business hours, to reasonable access to the premises of Licensee to examine Licensee's relevant business operations and use of the Licensed Trademarks, solely to the extent reasonably necessary to confirm compliance with the quality control provisions of this Section 3.1; provided, however, that in no event shall Licensor have access to Licensee's business operations or use of the Licensed Trademarks if such access would violate Gaming Laws.

(d) Licensee shall make such changes in the Products and Materials as shall be reasonably required by Licensor to comply with this Agreement; provided, that such required changes are on a Non-Discriminatory basis, consistent with Licensor's business practices with respect to the Property prior to the Effective Date and Licensor's general business practices throughout the Term.

(e) Without limiting any other provision of this Agreement, any Products and Materials, and the manufacture, marketing, promotion, distribution and sale thereof, and the use or incorporation of the Licensed Trademarks in any of the foregoing, shall comply with all applicable laws (unless such non-compliance is a result of any non-compliance by Licensor with respect to the applicable Licensed Trademarks).

3.2 In the event Licensee fails to comply with any material specifications and standards (including those material specifications and standards contained in the Manual) communicated by Licensor consistent with this Agreement, Licensor will furnish Licensee with written notice identifying such failure and, if reasonably necessary, identifying the steps to cure such failure (with simultaneous notice to Landlord). Licensee shall, upon receipt of such notification from Licensor, promptly commence and thereafter diligently pursue the correction of any non-compliance and shall endeavor to achieve such correction within sixty (60) days; provided, that such sixty (60) day correction period shall be extended by an additional thirty (30) days (or longer as mutually agreed by Licensor and Licensee) if Licensee uses continuous reasonable efforts to make the requested corrections during the initial sixty (60) day period. If

Licensee fails to make corrections to any material non-compliance within such time frame, Licensee shall, within fifteen (15) days of receipt of written notice from Licensor (or longer as mutually agreed by Licensor and Licensee): (a) cease the use, manufacture, marketing, promotion, distribution or sale of the non-complying Products and Materials; and (b) not resume the use, manufacture, marketing, promotion, distribution or sale of such non-complying Products and Materials until it has received written authorization from Licensor to do so.

#### **4. PROTECTION OF THE LICENSED TRADEMARKS**

##### **4.1 Licensee acknowledges and agrees that:**

(a) Licensee shall not acquire any ownership rights to any of the Licensed Trademarks by virtue of this Agreement or otherwise, that all uses by Licensee of the Licensed Trademarks and goodwill created therein shall inure to the benefit of Licensor, and that Licensee will execute all documents reasonably requested by Licensor to evidence such ownership rights;

(b) Licensee shall not directly or indirectly contest or aid others in contesting Licensor's ownership of the Licensed Trademarks or the validity of the Licensed Trademarks;

(c) Licensee shall not, during the Term, do anything which impairs Licensor's ownership of or the validity of the Licensed Trademarks; and

(d) Licensor shall be responsible for maintaining the Licensed Trademarks in full force and effect, by, among other means, preparing and filing any and all applications, affidavits, renewals or other documentation as may be required by law, or may be beneficial as determined by Licensor's reasonable business judgment, to maintain the applicable Licensed Trademarks and any registrations or applications thereof; provided, that Licensor shall not abandon, or fail to maintain, any Licensed Trademarks without Licensee's prior written consent if the abandonment or failure to maintain such Licensed Trademarks would reasonably be expected to have a material adverse effect on Licensee's business.

##### **4.2 Enforcement Actions.**

(a) Licensee shall promptly notify Licensor in writing of (i) any alleged infringement of the Licensed Trademarks by a third party's actions, products or services of which Licensee is aware (an "Infringement Notice"), or (ii) any other Claim concerning the Licensed Trademarks of which Licensee is aware ("Other Claim Notice").

(b) Upon the receipt by Licensor of an Infringement Notice or an Other Claim Notice, Licensor shall have the sole right, but not the obligation, to (i) determine what, if any, actions shall be taken by Licensee on account of any infringement or Claim specified in the Infringement Notice or Other Claim Notice, and (ii) direct Licensee, at Licensor's cost and expense, to initiate and control any cease and desist letters, litigations, arbitrations and other actions or proceedings with respect to third-party infringements of the applicable Licensed Trademarks or Claims concerning such Licensed Trademarks, including, at Licensor's reasonable discretion, to settle disputes regarding such Licensed Trademarks on any Non-Discriminatory terms not inconsistent with any rights or obligations under this Agreement, the Lease, the MLSA or any other Lease/MLSA Related Agreements (such actions, the

“Enforcement Actions”). Any award, settlement, damages or recovery obtained from such Enforcement Action (the “Recovery”) shall be allocated as follows: (i) first, Licensor shall recover its costs and expenses related to the Enforcement Action and such portion of the Recovery that is based on damages suffered by Licensor related to the Enforcement Action; (ii) second, if any portion of the Recovery remains after the allocation described in (i), Licensee shall recover its cost and expenses related to the Enforcement Action (if any) and such portion of the Recovery that is based on damages suffered by Licensee related to the Enforcement Action; and (iii) third, if any portion of the Recovery remains after the allocations described in (i) and (ii) above, then Licensor shall recover such remaining portion. Licensee may be represented in such Enforcement Action by attorneys of its own choice and at its own expense with Licensor taking the lead in and controlling such Enforcement Action. Nothing in this Section 4.2(b) shall prevent Licensor from commencing its own Enforcement Action on any Non-Discriminatory terms not inconsistent with any rights or obligations under this Agreement, the Lease, the MLSA or any other Lease/MLSA Related Agreements at its own expense at any time. After the Management Termination Date, (i) to the extent that Licensor wishes to commence an Enforcement Action to protect its interest in the Licensed Trademarks that could implicate the CPLV Trademark, Licensor shall provide Licensee with prior notice thereof and (ii) if Licensee issues an Infringement Notice or Other Claim Notice to Licensor relating to the CPLV Trademark and requests that Licensor commence an Enforcement Action to protect the CPLV Trademark, in the case of each of (i) and (ii), each Party shall reasonably cooperate with the other Party in connection with such Enforcement Action and Licensee shall have the right to join such Enforcement Action as an additional party, at Licensee’s sole cost and expense.

(c) Licensee agrees to reasonably cooperate with Licensor, including by executing all documents that Licensor may reasonably request and joining as a party in an action to protect or enforce the Licensed Trademarks, to the extent consistent with the rights set forth above.

(d) Nothing in this Section 4.2 shall permit Licensee to initiate or sustain any Enforcement Action, unless Licensee is expressly authorized to do so pursuant to this Section 4.2. Except as expressly set forth above, Licensor has the sole and exclusive right with respect to, and control over, any infringement action or other Claims relating to the Licensed Trademarks.

## **5. TRADEMARK USAGE AND NOTICES**

5.1 Licensee shall use such trademark notices as shall be reasonably required by Licensor in connection with Licensee’s use of the Licensed Trademarks, including the use of such notices on Products and Materials; provided, that such required trademark notices are requested by Licensor on a Non-Discriminatory basis and are consistent with Licensor’s business practices with respect to the Property prior to the Effective Date and Licensor’s general business practices throughout the Term.

5.2 Notwithstanding anything to the contrary herein, Licensee shall apply to the applicable Products and Materials such notices and identifications as are required by applicable law.

5.3 Licensee agrees not to: (a) use the Licensed Trademarks in a descriptive or generic manner so as to undermine the validity or enforceability of such Licensed Trademarks; (b) use distinctive features of any Licensed Trademarks separate and apart from such Licensed Trademarks in a manner that would be confusingly similar to, or disparaging or dilutive of, the Licensed Trademarks; (c) combine any Licensed Trademarks with any third-party trademark; (d) use any Licensed Trademarks in conjunction with any third-party trademark so as to create an association with such third-party trademark; or (e) intentionally tarnish, dilute, disparage or harm the goodwill associated with the Licensed Trademarks or take any action which it knows, has reason to know, or would reasonably expect would injure the image or reputation of the Licensed Trademarks, including advertising in any way which would reasonably be determined to damage the goodwill of the Licensed Trademarks.

5.4 Licensor agrees not to use the Licensed Trademarks in a manner so as to undermine the validity or enforceability of such Licensed Trademarks, or to intentionally tarnish, dilute, disparage or harm the goodwill associated with the Licensed Trademarks or take any action which it knows, has reason to know, or would reasonably expect would injure the image or reputation of the Licensed Trademarks.

## **6. INDEMNIFICATION**

6.1 Licensee agrees to indemnify and hold harmless Licensor from and against any and all liabilities, Claims, causes of action, suits, damages and expenses (including attorneys' fees) (collectively, "Harm") arising out of or resulting from: (a) any actual or alleged defects in any of the Products and Materials or other claim related to any of the Products and Materials not related to the Licensed Trademarks, and/or not covered by Licensor's indemnification obligations under Section 6.2 below; (b) any actual or alleged infringement, violation or misappropriation of any intellectual property rights, including trade secrets and rights of privacy and publicity, relating to the use by Licensee of the Licensed Trademarks or the use, manufacture, marketing, promotion, distribution, or sale by Licensee of any of the Products and Materials or Operation of the Property to the extent caused by an act or omission of Licensee (other than to the extent arising from or relating to the use by Licensee of the Licensed Trademarks as permitted by this Agreement and materially consistent with the types of uses made or contemplated as of the Effective Date or that Licensee can demonstrate was pursuant to Licensor's instructions or approval); (c) Licensee's false or misleading advertising in connection with the Licensed Trademarks, any of the Products and Materials or Operation of the Property, other than that which Licensee can demonstrate was pursuant to Licensor's instructions or approval; (d) any violation by Licensee of any applicable law or regulation in connection with the use of the Licensed Trademarks or the use, manufacture, marketing, promotion, distribution, or sale of any of the Products and Materials or Operation of the Property other than that which Licensee can demonstrate was pursuant to Licensor's instructions or approval; (e) any use of any of the Licensed Trademarks by Licensee in a manner not authorized by this Agreement other than that which Licensee can demonstrate was pursuant to Licensor's instructions or approval; (f) any breach of this Agreement by Licensee; or (g) the gross negligence or willful misconduct of Licensee, or any employee or authorized contractor or agent of Licensee, except to the extent directly or indirectly caused by any act or omission of Licensor, or any employee or authorized contractor or agent thereof. In the event that a recall of any Products and Materials is required, ordered or recommended by any court or government agency or any applicable law or regulation, for any reason, Licensee shall comply with such requirement, order or recommendation and shall bear all the expenses thereof.

6.2 Licensors agree to indemnify and hold harmless Licensee from and against any and all Harm arising out of or resulting from: (a) any Claim by a third party that Licensee's use of the Licensed Trademarks as permitted by this Agreement and consistent with the types of uses made or contemplated as of the Effective Date infringes, violates or misappropriates the intellectual property rights of such third party; (b) any breach of this Agreement by Licensor; or (c) the gross negligence or willful misconduct of Licensor, or any employee or authorized contractor or agent of Licensor, except to the extent directly or indirectly caused by any act or omission of Licensee or any employee or authorized contractor or agent thereof.

6.3 The indemnified Party under Sections 6.1 or 6.2 shall promptly notify the indemnifying Party in writing of any Claim which may be made against the indemnified Party. Licensee and Licensor shall consult with respect to the handling of such Claim and its resolution; provided, that the indemnifying Party shall have sole control of the defense and settlement of any such Claim, at the indemnifying Party's sole expense; provided, that (a) the indemnified Party may participate in the defense and settlement with its own counsel at its expense, and (b) the indemnifying Party shall not settle any Claim without the indemnified Party's consent, not to be unreasonably withheld or delayed, unless the settlement is for a monetary payment only and admits no fault of the indemnified Party.

## **7. TERM**

7.1 The term of this Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated by the express mutual written consent of Licensor and Licensee (the "Term"). Licensor and Licensee acknowledge and agree that no termination of this Agreement shall be effective without the prior written consent of the Landlord and further acknowledge that Landlord shall be required to seek Lender's prior written consent.

## **8. MISCELLANEOUS PROVISIONS**

8.1 Licensee acknowledges and agrees that any unauthorized use of the Licensed Trademarks by Licensee may result in irreparable harm to Licensor for which remedies other than injunctive relief may be inadequate, and that Licensor may be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies.

8.2 If there shall occur a Licensing Event and any aspect of such Licensing Event (as defined herein) is attributable to a member of the Licensee Subject Group (as defined herein), then Licensee shall notify Licensor as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, Licensee shall, and shall use commercially reasonable efforts to cause the other members of the Licensee Subject Group to, use commercially reasonable efforts to assist Licensor and its Affiliates in resolving such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming

Authorities (including filing requested forms and delivering information to the Gaming Authorities). If, despite these efforts, such Licensing Event cannot be resolved to the satisfaction of the applicable Gaming Authorities within the time period required by such Gaming Authorities, Licensor shall have the right, at its election in its sole discretion, to cause this Agreement to temporarily cease to be in force or effect, until such time, if any, as the Licensing Event is resolved to the satisfaction of the applicable Gaming Authorities; provided, that during such period, upon the written request of Lender, Licensor shall grant a license to Lender on the same terms and conditions so long as such grant shall not result in a Licensing Event. For purposes of this Section 8.2: (a) “Licensee Subject Group” shall mean, following a Foreclosure, Landlord, Landlord’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons), excluding Licensor and its Affiliates; and (b) “Licensing Event” shall mean (i) a communication (whether oral or in writing) by or from any Gaming Authority to Licensor or any of its Affiliates or other action by any Gaming Authority that indicates that such Gaming Authority is likely to find that the association of any member of the Licensee Subject Group with Licensor or any of its Affiliates is likely to (x) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by Licensor or any of its Affiliates under any Gaming Law, or (y) violate any Gaming Law to which Licensor or any of its Affiliates is subject; or (ii) any member of the Licensee Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable within any applicable timeframes required by the applicable Gaming Authority, or, after becoming so licensed, registered, qualified or found suitable, fails to remain so. For purposes of this definition, an “Affiliate” of Licensor includes any Person for which Licensor or its Affiliate is providing management services. For the avoidance of doubt, it shall not be a Licensing Event if (A) Licensee can resolve or cure the Licensing Event within applicable timeframes (for purposes of illustration and not limitation, by terminating any responsible employee) and (B) Licensee acts timely to cure the Licensing Event.

8.3 Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the Parties. Except as otherwise specifically set forth in this Agreement, in all transactions regarding Products and Materials, Licensee shall assume sole responsibility for any commitments, obligations or representations made by it in connection with the use, manufacture, advertising, marketing, promotion, distribution, offer for sale and sale thereof and Licensee represents and warrants to Licensor that, other than as set forth herein, Licensor shall have no liability to Licensee or third parties with respect to any of the Products and Materials manufactured, advertised, marketed, promoted, distributed, offered for sale or sold by or for Licensee or its customers.

8.4 All notices, requests or consents provided for or required to be given under this Agreement shall be in writing and shall be deemed to be duly given if personally delivered or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with

proof of receipt maintained, at the following addresses (or any other address, including an email address, that any such Party designates by written notice to the other Party):

(a) if to Licensor, at:

Caesars License Company, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attn: General Counsel

(b) if to Licensee, at:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

(c) if to Landlord, at:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Facsimile: [corplaw@viciproperties.com](mailto:corplaw@viciproperties.com)

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by certified mail, be deemed received upon the earlier of actual receipt thereof or five (5) business days after the date of deposit in the United States mail, as the case may be; and shall, if delivered by nationally recognized overnight delivery service, be deemed received the first business day after the date of deposit with the delivery service. Whenever any notice is required to be given by applicable law or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.5 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter; provided that the Parties acknowledge and agree that Licensee is subject to that certain Lease, MLSA and other Lease/MLSA Related Agreements with respect to ownership, operation, management, lease and lease guarantee with respect to the Property, and that this Agreement is integral to, and forms part of the single integrated transaction effected through, such other agreements. There are no warranties, representations or agreements, express or implied, between the Parties in connection with the subject matter hereof except as may be specifically set forth herein. No amendment, supplement, modification or waiver of this Agreement shall be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

8.6 Licensee shall have no right to assign this Agreement or the License granted hereunder without the express written consent of Licensors, which consent may be withheld in Licensors's sole discretion; provided, that (a) Licensors acknowledges and agrees that (i) Licensee has pledged a first-priority security interest in all of its rights, title and interest under this Agreement (including the License granted herein) to Landlord to secure Licensee's obligations under the Lease (which security interest has been collaterally assigned to Lender), and that such pledge of a security interest and any Foreclosure (and the assignment of this Agreement (including the License granted herein) in connection therewith) shall be permitted hereunder, so long as Landlord, or any of its successors and/or assigns, Lender or any of its successors and/or assigns, or any other subsequent owner of the Property (including any purchaser at a foreclosure sale), shall be the owner or is acquiring ownership and/or Control of, the Property, and (ii) Licensee has pledged a subordinate security interest in all of its rights, title and interest under this Agreement (including the License granted herein) to its financing sources; (b) all of Licensee's rights in, to and under this Agreement (including the License granted herein) shall be transferred (or caused to be transferred), without any further consent of Licensors required, to a Successor Tenant (as such term is defined in the Lease) as contemplated by Article XXXVI of the Lease; and (c) in the event that Licensee should become a debtor in any case under the Bankruptcy Code, Licensee shall have the right to assume, or to assume and assign to a permitted assignee under clause (a) or (b) above, Licensee's rights under this Agreement (including the License granted herein) in accordance with Bankruptcy Code Section 365, and Licensors shall and hereby does consent to assumption or assumption and assignment of this Agreement (including the License granted herein) under Bankruptcy Code Section 365(c)(1)(B), waive its rights to invoke Bankruptcy Code Section 365(c)(1), and acknowledge that it will be estopped to argue that Licensors's consent and waiver hereunder are unenforceable. For purposes of this Agreement, an "assignment" shall include the sale of all or substantially all of the equity interests, assets or voting control of Licensee, any reorganization of Licensee, or any other transfer under an operation of law. Licensors may assign this Agreement and/or any of its rights or obligations hereunder without the prior written consent of the Licensee; provided, that, during the term of the Lease and the MLSA, Licensors provides prior written notice of any such assignment to Landlord, and any such assignee acknowledges that this Agreement is integral to, and forms part of, the single, integrated transaction entered by Licensee with respect to the Property, and assignee shall not take or omit to take any action that would reasonably be expected to violate, cause the violation of or otherwise interfere with any term of the Lease/MLSA Related Agreements. Any assignment requiring consent pursuant to this Section 8.6 and purported to be made without it shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including any Successor Tenant), provided that any such transfer is subject to the license granted hereunder.

8.7 The Parties expressly acknowledge and agree that the subject matter of this Agreement, including the rights licensed hereunder, are unique and irreplaceable, and that the loss thereof cannot adequately be remedied by an award of monetary compensation or damages. In the event that this Agreement or the licenses granted hereunder should ever become subject to United States bankruptcy proceedings, all rights and licenses granted pursuant to this Agreement are, and shall otherwise be deemed to be, licenses of rights to and respecting "intellectual property" and "embodiment[s]" of "intellectual property" for purposes of Section 365(n) and as defined in Section 101(35A) or Chapter 11 of the Bankruptcy Code, and to the extent necessary



to preserve the rights of each Party hereunder or the rights of a party to the Lease, MLSA, or other Lease/MLSA Related Agreements, including the license rights herein granted to such Party, this Section 8.7 shall be treated as supplementary to this Agreement pursuant to Section 365(n) of the Bankruptcy Code. Licensee may elect to retain and fully exercise all of its rights and elections under Section 365(n) of the Bankruptcy Code, including its retention of all its rights as a licensee hereunder, notwithstanding the rejection of this Agreement by any other party as debtor in possession, or a trustee or similar functionary in bankruptcy acting on behalf of a debtor's estate (which right shall be subject to the assignment in favor of Landlord as set forth in Section 8.6(a)). In the event that any proceeding shall be instituted by or against any of the Parties (or any Affiliate of any such Party) seeking to adjudicate it bankrupt, or insolvent, or seeking liquidation, winding up, insolvency or reorganization, or relief of debtors, or seeking an entry of an order of relief, or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions (each a "Bankruptcy Event"), Licensee, in the case of a Bankruptcy Event of Licensor, and Licensor, in the case of a Bankruptcy Event of Licensee, shall have the right to retain and enforce its rights under this Agreement (including this Section 8.7) as provided under Section 365(n) of the Bankruptcy Code. Licensor acknowledges that it is the intent of the Parties to grant Licensee a perpetual license to use the Licensed Trademarks in accordance with the terms and conditions set forth herein, and that Licensee's rights under this Agreement may be assigned to Landlord to secure Licensee's obligations under the Lease and may be collaterally assigned to Lender, as set forth in Section 8.6(a) above. To secure Licensor's obligations hereunder to provide such perpetual license, Licensor has therefore entered into that certain Trademark Security Agreement, dated as of the date hereof, among Licensor, Licensee, Landlord and Lender (the "Security Agreement"), pursuant to which, among other things, Licensor has granted a security interest in all of its rights, title and interest under the CPLV Trademark to Licensee (which Licensee has collaterally assigned to Landlord pursuant to the terms of the Lease and Landlord has further collaterally assigned to Lender) to secure such obligations, which Security Agreement shall (i) permit Licensee (or Landlord or Lender, as applicable) to exercise its rights and remedies thereunder in the event that this Agreement is rejected or otherwise terminated in connection with any Bankruptcy Event (unless Licensor shall grant to Licensee, Landlord or Lender, as applicable, a new license to the Licensed Trademarks on substantially the same terms and conditions as this Agreement upon such rejection or termination), (ii) be collaterally assigned by Licensee to Landlord to secure its obligations under the Lease, (iii) be collaterally assigned by Landlord to Lender to secure its obligations under the Loan (as defined in the CPLV Loan Agreement), and (iv) provide that Landlord and Lender shall be express and intended third party beneficiaries of such Security Agreement.

8.8 Each of Landlord, Lender and the Opco Claimholders shall (a) be an express beneficiary of Licensee's rights and benefits under this Agreement, including with respect to Licensee's use of, and right to use, the Licensed Trademarks on or in connection with the Property, and (b) have the right to exercise against Licensor any rights and remedies available to Licensee, at law or in equity, and all such rights shall be cumulative.

8.9 This Agreement shall be deemed executed and delivered within the State of Nevada, is made in contemplation of its interpretation and effect being construed in accordance with the laws of said State applicable to contracts fully executed and performed in said State, and it is expressly agreed that it shall be construed in accordance with the laws of the State of Nevada

without giving effect to the principles of the conflicts of laws. All litigation arising out of or relating to this Agreement shall be brought in the federal or state courts of Nevada and the Parties hereto consent to jurisdiction therein.

8.10 The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement. Unless the context requires otherwise: (a) words in the singular form shall be construed to include the plural and vice versa; (b) the term “including” shall be construed to be expansive rather than limiting in nature and to mean “including, without limitation;” and (c) the words “this Agreement,” “hereunder,” “hereto,” “herein” and similar terms relate to this Agreement as a whole, including the Exhibits attached hereto, and not to any particular paragraph or provision of this Agreement.

8.11 The provisions of Sections 1, 4.1(a), 4.1(b), 4.1(c), 4.2, 6, 7 and 8 shall survive termination or expiration of this Agreement.

8.12 This Agreement may be executed in one or more counterparts, including via facsimile or any other electronic transmission, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the Parties hereto, intending to be legally bound thereby, have executed this Agreement as of the date first above written.

**CAESARS LICENSE COMPANY, LLC,**  
as Licensor

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to CPLV Trademark License]

IN WITNESS WHEREOF the Parties hereto, intending to be legally bound thereby, have executed this Agreement as of the date first above written.

**DESERT PALACE LLC,**  
as Licensee

By: /s/ John Payne  
Name: John Payne  
Title: President

**GOLF COURSE USE AGREEMENT**

**By and Among**

**Rio Secco LLC, Cascata LLC, Chariot Run LLC and Grand Bear LLC  
(collectively, and together with their respective successors and assigns),  
as “Owner”**

**and**

**Caesars Enterprise Services, LLC and CEOC, LLC  
(collectively, or if the context clearly requires, individually, and together with their respective successors and assigns),  
as “User”**

**and,**

**solely for purposes of Section 2.1(c) hereof, Caesars License Company, LLC**

**dated**

**October 6, 2017**

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## GOLF COURSE USE AGREEMENT

THIS GOLF COURSE USE AGREEMENT (this “Agreement”) is entered into as of October 6, 2017, by and among Rio Secco LLC, Cascata LLC, Chariot Run LLC and Grand Bear LLC, each a Delaware limited liability company (collectively, and together with their respective successors and assigns, “Owner”), and Caesars Enterprise Services, LLC and CEOC, LLC, each a Delaware limited liability company (collectively, or if the context clearly requires, individually, and together with their respective successors and assigns, “User”), and, solely for purposes of Section 2.1(c) hereof, Caesars License Company, LLC, a Nevada limited liability company (“CLC”).

### RECITALS

A. Commencing on January 15, 2015 and continuing thereafter, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), jointly administered under Case No. 15-01145, and the Bankruptcy Court has confirmed the “Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code” (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the “Bankruptcy Plan”).

B. Pursuant to the Bankruptcy Plan, on the date hereof certain of the Debtors transferred the Golf Courses to Owner, and Owner hereby grants to User certain priority rights and privileges with respect to access and use of the Golf Courses and User hereby secures from Owner such priority rights and privileges with respect to access and use of the Golf Courses, and Owner and User hereby make certain other agreements relating to User’s access and use of the Golf Courses, in each case upon the terms set forth in this Agreement.

C. Immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC, a Delaware limited liability company.

D. Capitalized terms used in this Agreement and not otherwise defined herein are defined in Article I hereof.

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

### ARTICLE I DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Article I have the meanings assigned to them in this Article and include the plural as well as the singular and any gender as the context requires; (ii) all accounting terms not otherwise defined herein have the meanings assigned to

them in accordance with GAAP; (iii) all references in this Agreement to designated “Articles,” “Sections,” “Exhibits” and other subdivisions are to the designated Articles, Sections, Exhibits and other subdivisions of this Agreement; (iv) the word “including” shall have the same meaning as the phrase “including, without limitation,” and other similar phrases; (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (vi) all Exhibits, Schedules and other attachments annexed to the body of this Agreement are hereby deemed to be incorporated into and made an integral part of this Agreement; (vii) all references to a range of Sections, paragraphs or other similar references, or to a range of dates or other range (e.g., indicated by “-” or “through”) shall be deemed inclusive of the entire range so referenced; and (viii) the fact that CEOC is sometimes named herein as “CEOC” is not intended to vitiate or supersede the fact that CEOC is included as one of the entities constituting User.

“Additional Charges”: All amounts, liabilities and obligations (excluding the Golf Course Use Payments) which User assumes or agrees or is obligated to pay under this Agreement and, in the event of any failure on the part of User to pay any of those items, every fine, penalty, interest and cost which may be added for non-payment or late payment of such items pursuant to the terms hereof or under applicable law.

“Adjusted Membership Fee”: An amount equal to the product of (a) the then-applicable Membership Fee (i.e., the Membership Fee immediately prior to the applicable adjustment), multiplied by (b) the quotient of (x) the new monthly Rent amount payable under the Non-CPLV Lease (i.e., the monthly Rent amount payable under the Non-CPLV Lease immediately after the applicable adjustment), divided by (y) the then-applicable monthly Rent amount payable under the Non-CPLV Lease (i.e., the monthly Rent amount payable under the Non-CPLV Lease immediately prior to the applicable adjustment).

“Affiliate”: When used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. In no event shall User or any of its Affiliates be deemed to be an Affiliate of Owner or any of Owner’s Affiliates as a result of this Agreement and/or as a result of any consolidation by User or Owner of the other such party or the other such party’s Affiliates with User or Owner (as applicable) for accounting purposes.

“Aggregate Minimum Rounds Per Year”: The aggregate of the Minimum Rounds Per Year for all of the Golf Courses during each calendar year as more particularly set forth on Exhibit E-2 attached hereto.

“Aggregate Minimum Rounds Per Month”: The aggregate of the Minimum Rounds Per Month for all of the Golf Courses during each calendar month as more particularly set forth on Exhibit E-2 attached hereto.

“Agreement”: As defined in the preamble.

“Annual Minimum Rounds Fee”: With respect to each Golf Course, an annual amount equal to the product of (1) the applicable Minimum Rounds Rate for such Golf Course multiplied by (2) the applicable number of Minimum Rounds Per Year for such Golf Course.

“Annual Other Sponsored Rounds Fee”: With respect to each Golf Course, an annual amount equal to the aggregate of the Other Sponsored Rounds Charges for all of the Other Sponsored Rounds For The Year at such Golf Course.

“Approved Capital Improvements”: As defined in Article IX.

“Award”: All compensation, sums or anything of value awarded, paid or received from the applicable authority on a total or partial Taking or Condemnation, including any and all interest thereon.

“Beginning CPI”: As defined in the definition of CPI Increase.

“Business Day”: Each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under any of the Leases.

“Cash”: Cash and cash equivalents and all instruments evidencing the same or any right thereto and all proceeds thereof.

“Casualty Event”: Any loss, damage or destruction with respect to the Golf Courses or any portion thereof.

“CEC”: Caesars Entertainment Corporation, a Delaware corporation.

“CEOC”: CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“CES”: Caesars Enterprise Services, LLC, a Delaware limited liability company.

“CES Use Fee”: An annual amount payable as provided in Article III, calculated as follows: For the first (1st) Usage Year of the Term, the CES Use Fee shall be equal to Three Million and No/100 Dollars (\$3,000,000.00), which amount is allocable among the Golf Courses during the first (1st) Usage Year of the Term as set forth on Exhibit D. The CES Use Fee shall thereafter be adjusted annually as set forth in the following sentence. On each CES Use Fee Escalator Adjustment Date during the second (2nd) Usage Year of the Term through and including the final Usage Year of the Term, the CES Use Fee payable for such Usage Year shall be adjusted to be equal to the CES Use Fee payable for the immediately preceding Usage Year, multiplied by the Escalator, and shall be allocated among the Golf Courses in the same proportions as the amounts set forth on Exhibit D.

“CES Use Fee Escalator Adjustment Date”: The first day of each Usage Year, excluding the first Usage Year of the Initial Term.

“CES Use Fee Reduction Amount”: A proportionate reduction of the CES Use Fee, which proportionate amount shall be determined in accordance with the following sentence. In the event that this Agreement terminates with respect to any Golf Course(s) pursuant to Section 11.2(a), Section 11.2(b), Section 12.1(a), Section 12.1(b), Section 12.3 or Article XVI,

the above-described proportionate amount shall be equal to the product of (a) the then-applicable CES Use Fee (i.e., the CES Use Fee immediately prior to the applicable adjustment) multiplied by (b) a fraction, (x) the numerator of which shall be the amount(s) related to the applicable Golf Course(s) for which this Agreement terminates set forth in the "Total" column on Exhibit D, and (y) the denominator of which shall be Three Million and No/100 Dollars (\$3,000,000.00).

**"Change of Control":** With respect to any party, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such party and its Subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any "person" or "group" (as used in Section 13(d)(3) of the Exchange Act) or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such party or other Voting Stock into which such party's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; or (c) such party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such party), in any such event pursuant to a transaction in which any of such party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a party shall include any Parent Entity of such party; and (y) "Voting Stock" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person. Notwithstanding the foregoing: (A) the transfer of assets between or among a party's wholly owned subsidiaries and such party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such party's assets to, an Affiliate of such party (1) incorporated or organized solely for the purpose of reincorporating such party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a party if (1) such party becomes a

direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such party immediately prior to that transaction.

“Commencement Date”: As defined in Section 2.2.

“Complimentary Golf Rounds”: Rounds of golf at the Golf Courses that are (i) sponsored by User (i.e., paid for by User hereunder through the Complimentary Golf Rounds Fee) and (ii) awarded by User (or User’s Affiliates) to User’s (or User’s Affiliates’) guests on a complimentary basis in order to encourage such guests to participate in Gaming Activities at User’s (or User’s Affiliates’) casinos or for any other reason as determined by User (or User’s Affiliates).

“Complimentary Golf Rounds Fee”: An annual amount payable as provided in Article III, equal to the sum of (1) the aggregate of the Annual Minimum Rounds Fees for all of the Golf Courses plus (2) the aggregate of the Annual Other Sponsored Rounds Fees for all of the Golf Courses.

“Complimentary Golf Rounds Reimbursement Amount”: As defined in Section 3.5.

“Condemnation”: The exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or private corporation or individual, having such power under Legal Requirements, either under threat of condemnation or while legal proceedings for condemnation are pending.

“Control”: The possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“CPI”: The United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, or, if that index is not available at the time in question, then the index designated by such Department as the successor to such index, and if there is no index so designated, an index for an area in the United States that most closely corresponds to the entire United States, published by such Department, or if none, by any other instrumentality of the United States, all as reasonably determined by Owner and User.

“CPI Increase”: The greater of (a) zero and (b) a fraction, expressed as a decimal, determined as of each Escalator Adjustment Date, (x) the numerator of which shall be the difference of (i) the average CPI for the three (3) most recent calendar months (the “Prior Months”) ending prior to such Escalator Adjustment Date (for which the CPI has been published as of such Escalator Adjustment Date) minus (ii) the average CPI for the three (3) corresponding calendar months occurring one (1) year prior to the Prior Months (such average CPI, the “Beginning CPI”), and (y) the denominator of which shall be the Beginning CPI.

“CPLV Lease”: That certain Lease (CPLV), dated as of the date hereof, by and among CPLV Property Owner LLC, a Delaware limited liability company, as “Landlord”, and Desert Palace LLC, a Nevada limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and CEOC, LLC, a Delaware limited liability company (as successor by merger to Caesars Entertainment Operating Company, Inc.), collectively as “Tenant”, as amended, restated or otherwise modified from time to time.

“Cut-off Time”: As defined in Section 27.16.

“Dollars” and “\$”: The lawful money of the United States.

“Environmental Laws”: Any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, orders, decrees or judgments, whether statutory or common law, as amended from time to time, now or hereafter in effect, or promulgated, pertaining to the environment, public health and safety and industrial hygiene and relating to the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of any Hazardous Substance, including the Industrial Site Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and relevant provisions of the Occupational Safety and Health Act.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations, equity interests, voting interests or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Escalator”: The sum of (a) one (1) plus (b) the greater of (i) two one-hundredths (0.02) and (ii) the CPI Increase.

“Escalator Adjustment Date”: CES Use Fee Escalator Adjustment Date or Minimum Rounds Rate Escalator Adjustment Date, as applicable.

“Estoppel Certificate”: As defined in Article XVIII.

“Exchange Act”: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Existing Fee Mortgage”: The Fee Mortgages as in effect on the Commencement Date (if any), together with any amendments, modifications, and/or supplements thereto after the Commencement Date.

“Expert”: An independent third party professional, with expertise in respect of a matter at issue, appointed by the agreement of Owner and User or otherwise in accordance with Section 27.5 hereof.

“Expiration Date”: The Stated Expiration Date, or such earlier date as this Agreement is terminated pursuant to its terms.

“Fee Mortgage”: Any mortgage, pledge agreement, security agreement, assignment of leases and rents, fixture filing or similar document creating or evidencing a lien on Owner’s interest (which interest may be fee or leasehold) in the Golf Courses or any portion thereof (or an indirect interest therein, including without limitation, a lien on direct or indirect interests in Owner) in accordance with the provisions of Article XXII hereof.

“Fee Mortgagee”: The holder(s) or lender(s) under any Fee Mortgage or the agent or trustee acting on behalf of any such holder(s) or lender(s).

“Fiscal Quarter”: Each calendar quarter ending on March 31, June 30, September 30 and December 31 of each year.

“Fiscal Year”: The annual period commencing January 1 and terminating December 31 of each year.

“GAAP”: Generally accepted accounting principles in the United States consistently applied in the preparation of financial statements, as in effect from time to time.

“Gaming Activities”: The conduct of gaming or gambling activities, race books and sports pools, or the use, manufacture, distribution or branding of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, video lottery terminals, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems, mobile gaming systems, poker tournaments, inter-casino linked systems and related and associated equipment, supplies and systems, and the distribution, sale or service of liquor. For avoidance of doubt, the terms “gaming” and “gambling” as used in this Agreement are intended to include the meanings of such terms under NRS 463.0153, and the term “gaming device” as used in this Agreement is intended to include the meaning of such term under NRS 463.0155.

“Gaming Authority” or “Gaming Authorities”: Individually or in the aggregate, as the context may require, any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof, regulating Gaming Activities or related activities (including, but not limited to, the Nevada Gaming Commission, the Nevada State Gaming Control Board and the Clark County Liquor and Gaming Licensing Board).

“Gaming Law”: Any applicable law regulating or otherwise pertaining to Gaming Activities or related activities, including, but not limited to, the provisions of the Nevada Gaming Control Act, as codified in NRS Chapter 463, as amended from time to time, all regulations of the Nevada Gaming Commission promulgated thereunder, as amended from time to time, the provisions of the Clark County Code, as amended from time to time, and all other rules, regulations, orders, ordinances and legal requirements of any Gaming Authority.



“Gaming License”: “Gaming License” as defined in the Non-CPLV Lease.

“Golf Course” or “Golf Courses”: As defined in Section 2.1(a).

“Golf Course Use Payments”: Collectively, the Membership Fee, the CES Use Fee and the Complimentary Golf Rounds Fee.

“Golf TRS”: VICI Golf LLC, a Delaware limited liability company, the parent of Owner.

“Ground Leased Golf Courses”: Collectively, the Golf Courses leased pursuant to the Ground Leases. The Ground Leased Golf Courses in respect of the Ground Leases in effect as of the Commencement Date are described in Exhibit A-2 attached hereto. Each of the Ground Leased Golf Courses is referred to individually herein as a “Ground Leased Golf Course.”

“Ground Leases”: Collectively, those certain leases with respect to certain of the Golf Courses, pursuant to which Owner is a tenant and which leases are in effect as of the Commencement Date and listed on Exhibit A-2 hereto or, subject to Section 7.3, subsequently added to the Golf Courses in accordance with the provisions of this Agreement. Each of the Ground Leases is referred to individually herein as a “Ground Lease.”

“Ground Lessor”: As defined in Section 7.3.

“Hazardous Substances”: Collectively, any petroleum, petroleum product or by product or any substance, material or waste regulated pursuant to any Environmental Law.

“Indenture”: That certain First-Priority Senior Secured Floating Rate Notes due 2022 Indenture dated October 6, 2017, among PropCo 1, VICI FC Inc., a Delaware corporation, VICI NC LLC, a Delaware limited liability company, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Initial Stated Expiration Date”: As defined in Section 2.2.

“Initial Term”: As defined in Section 2.2.

“Joliet Lease”: That certain Lease (Joliet), dated as of the date hereof, by and between Harrah’s Joliet Landco LLC, a Delaware limited liability company, as “Landlord”, and Des Plaines Development Limited Partnership, a Delaware limited partnership, as “Tenant”, as amended, restated or otherwise modified from time to time.

“Landlord REIT”: VICI Properties Inc., a Maryland corporation, the indirect parent of Owner.

“Leases”: Collectively or individually, as the context may require, the Non-CPLV Lease, the CPLV Lease and the Joliet Lease.

“Leased Property”: The “Leased Property” as defined in each of the Leases, collectively or individually, as the context may require.

“Legal Requirements”: All applicable federal, state, county, municipal and other governmental statutes, laws (including securities laws), rules, policies, guidance, codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees and injunctions, whether now or hereafter enacted and in force, as applicable to any Person or to any Golf Course, including those (a) that affect either the Golf Courses or any portion thereof, or otherwise in any way affecting the business operated or conducted thereat, as the context requires, and (b) which may regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Substance.

“License Term”: As defined in Section 2.1(c).

“Licensed Trademarks”: All rights in, to and under the trademarks, service marks and domain names set forth on Exhibit G hereto, including the registrations shown on Exhibit G therefor, and the reputation symbolized by the foregoing.

“Membership Fee”: An annual amount payable as provided in Article III, in an initial amount equal to Ten Million and No/100 Dollars (\$10,000,000.00) per Usage Year. The Membership Fee shall be increased or decreased, as applicable, to be equal to the Adjusted Membership Fee, from time to time, any time the monthly amount of Rent required to be paid under the Non-CPLV Lease is adjusted in accordance with the terms of the Non-CPLV Lease, in which event such Adjusted Membership Fee shall be deemed to be the Membership Fee for purposes hereof.

“Membership Fee Reduction Amount”: With respect to any Severance Agreement, a proportionate reduction of the Membership Fee, which proportionate amount shall be equal to the product of (a) the then-applicable Membership Fee (i.e., the Membership Fee immediately prior to the applicable adjustment) multiplied by (b) a fraction, (x) the numerator of which shall be the amount(s) related to the applicable Golf Course(s) that is the subject of such Severance Agreement set forth in the “Total” column on Exhibit D, and (y) the denominator of which shall be Three Million and No/100 Dollars (\$3,000,000.00).

“Membership Fee Retainage Election”: As defined in Section 16.2.

“Minimum Rounds Per Month”: As defined in Section 2.1.

“Minimum Rounds Per Year”: As defined in Section 2.1.

“Minimum Rounds Rate”: For each Golf Course, the rate to be used in calculating the applicable Monthly Minimum Rounds Fee or the applicable Annual Minimum Rounds Fee (as the case may be) for such Golf Course, determined as follows: For the period commencing on the Commencement Date and ending on December 31, 2018, the Minimum Rounds Rate for each Golf Course shall be the corresponding rate set forth on Exhibit E-1 for such Golf Course. The Minimum Rounds Rate for each Golf Course shall thereafter be adjusted annually as set forth in the following sentence. On each Minimum Rounds Rate Escalator Adjustment Date during the Term, the Minimum Rounds Rate for each Golf Course for such calendar year shall be adjusted to be equal to the applicable Minimum Rounds Rate for such Golf Course during the immediately preceding calendar year, multiplied by the Escalator.

“Minimum Rounds Rate Escalator Adjustment Date”: The first day of each Fiscal Year commencing on January 1, 2019.

“Minimum Rounds Reduction Amount”: A proportionate reduction of the minimum number of Complimentary Golf Rounds applicable in determining the Minimum Rounds Per Month and the Minimum Rounds Per Year, which proportionate amount shall be determined in accordance with the following sentence. In the event that this Agreement terminates (or expires) with respect to any Golf Course(s) (including any Ground Leased Golf Course(s)) pursuant to Section 7.3, Section 11.2(a), Section 11.2(b), Section 12.1(a), Section 12.1(b), Section 12.3 or Article XVI, the above-described proportionate amount shall be equal to (a) in the case of the Minimum Rounds Per Month, the amount(s) related to the applicable Golf Course(s) for which this Agreement terminates (or expires) set forth in each “Minimum # of Complimentary Golf Rounds Per Month (Minimum Rounds Per Month)” column on Exhibit E-1, and (b) in the case of the Minimum Rounds Per Year, the amount(s) related to the applicable Golf Course(s) for which this Agreement terminates (or expires) set forth in the “Total (Minimum Rounds Per Year)” column on Exhibit E-1.

“MLSA”: The “MLSA” as defined in the Non-CPLV Lease.

“Monthly Invoice”: As defined in Section 3.4.

“Monthly Minimum Rounds Fee”: With respect to each Golf Course, a monthly amount equal to the product of (1) the applicable Minimum Rounds Rate for such Golf Course multiplied by (2) the applicable number of Minimum Rounds Per Month for such Golf Course.

“Monthly Other Sponsored Rounds Fee”: With respect to each Golf Course, a monthly amount equal to the aggregate of the Other Sponsored Rounds Charges for all of the Other Sponsored Rounds For The Month at such Golf Course.

“Non-CPLV Lease”: That certain Lease (Non-CPLV), dated as of the date hereof, by and among the entities listed on Schedule A thereto, collectively as “Landlord”, and CEOC, LLC, a Delaware limited liability company, and the entities listed on Schedule B thereto, collectively as “Tenant”, as amended, restated or otherwise modified from time to time.

“Non-CPLV Tenant”: The “Tenant” as defined in the Non-CPLV Lease.

“Notice”: A notice given in accordance with Article XXIV.

“NRS”: The Nevada Revised Statutes, as amended or supplemented from time to time.

“OFAC”: As defined in Article XXVI.

“Other Sponsored Rounds Charge”: For each of the Other Sponsored Rounds For The Year or each of the Other Sponsored Rounds For The Month (as the case may be), an amount equal to seventy-five percent (75%) of the then applicable Tee Sheet Rate.

“Other Sponsored Rounds For The Month”: With respect to each Golf Course, all Complimentary Golf Rounds, to the extent in excess of the Minimum Rounds Per Month, at such Golf Course during the applicable calendar month.

“Other Sponsored Rounds For The Year”: With respect to each Golf Course, all Complimentary Golf Rounds, to the extent in excess of the Minimum Rounds Per Year, at such Golf Course during the applicable calendar year.

“Overdue Rate”: On any date, a rate equal to five (5) percentage points above the Prime Rate, but in no event greater than the maximum rate then permitted under applicable law.

“Owner”: As defined in the preamble.

“Owner Event of Default”: As defined in Section 13.3.

“Owner Indemnified Parties”: As defined in Article XV.

“Owner Licensing Event”: (a) Either (1) a communication (whether oral or in writing) by or from any Gaming Authority to User or any of its Affiliates or other action by any Gaming Authority that indicates that such Gaming Authority may find that, or (2) a determination by User, in its sole but reasonable discretion and pursuant to customary internal processes that, the association of any member of the Owner Subject Group with User or any of its Affiliates is likely to (i) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by User or any of its Affiliates under any Gaming Law, or (ii) violate any Gaming Law to which User or any of its Affiliates is subject; or (b) any member of the Owner Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable within any applicable timeframes required by the applicable Gaming Authority, or, after becoming so licensed, registered, qualified or found suitable, fails to remain so. For purposes of this definition, an “Affiliate” of User includes any Person for which User or its Affiliate is providing management services.

“Owner Rights and Privileges”: As defined in Section 2.1.

“Owner Subject Group”: Owner, Owner’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons), excluding User and its Affiliates.

“Owner’s Statement”: As defined in Section 3.5.

“Parent Entity”: With respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (a) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in

the election of directors, managers or trustees of such Person, (b) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (c) is the controlling general partner or managing member of, or otherwise controls, such entity.

“Partial Taking”: As defined in Section 12.1(b).

“Party” and “Parties”: Owner and/or User, as the context requires.

“Payment Date”: Any due date for the payment of the installments of Golf Course Use Payments or Additional Charges payable under this Agreement.

“Permitted User Lender”: The lender or noteholder or other investor or any agent or trustee or similar representative on behalf of one or more lenders or noteholders or other investors in connection with indebtedness secured by a Permitted User Security Instrument, in each case as and to the extent such Person has the power to act (subject to obtaining the requisite instructions) on behalf of all lenders, noteholders or other investors with respect to such Permitted User Security Instrument; provided such lender or noteholder or other investor or such agent or trustee or similar representative (but not necessarily the lenders, noteholders or other investors which it represents) is a banking or other institution that in the ordinary course acts as a lender, agent or trustee or similar representative (in each case, on behalf of a group of lenders or noteholders) in respect of financings of similar size as the Tenant’s Initial Financing; and provided, further, that, in all events, (i) no agent, trustee or similar representative shall be User, CEO, CEC or any of their Affiliates, respectively (each, a “Prohibited Agent”), and (ii) no (A) Prohibited Agent (excluding any Person that is a Prohibited Agent as a result of its ownership of publicly-traded shares in any Person), or (B) entity that owns, directly or indirectly (but excluding any ownership of publicly-traded shares in CEC or any of its Affiliates), higher than the lesser of (1) ten percent (10%) of the Equity Interests in User or (2) a Controlling legal or beneficial interest in User, may collectively hold an amount of the indebtedness secured by a Permitted User Security Instrument higher than the lesser of (x) twenty-five percent (25%) thereof and (y) the principal amount thereof required to satisfy the threshold for requisite consenting lenders to amend the terms of such indebtedness that affect all lenders thereunder.

“Permitted User Security Instrument”: Any security agreement, pledge agreement or similar document creating or evidencing a lien on User’s interest in this Agreement (or all the direct or indirect interest therein at any tier of ownership, including without limitation, a lien on direct or indirect Equity Interests in User), granted to or for the benefit of a Permitted User Lender as security for the indebtedness of User or its Affiliates.

“Person”: Any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Primary Intended Use”: (i) Eighteen (18) hole golf course and related uses, (ii) ancillary retail use, (iii) such other uses required under any Legal Requirements (including those mandated by any applicable regulators), (iv) such other ancillary uses, but in all events consistent with the current use of the Golf Courses or any portion thereof as of the Commencement Date or with then-prevailing golf course industry use (including developing, altering and/or improving portions of the property on which any Golf Course is situated as expressly permitted by the last sentence of Section 2.1(a)(i) and otherwise provided by this Agreement), and/or (v) such other use as shall be agreed to by Owner and User from time to time in their reasonable discretion.

“Prime Rate”: On any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (provided that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the comparable prime rate of another comparable nationally known money center bank reasonably selected by Owner), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

“Prior Months”: As defined in the definition of CPI Increase.

“Products and Materials”: All products, merchandise and other materials, in any format now or hereafter known, bearing or incorporating any of the Licensed Trademarks, which identify or promote the Rio Secco Golf Course, or goods or services offered thereby or in connection therewith, including goods, packaging, labeling, point-of-sale materials, websites, social media pages, trade show displays, sales materials and advertising.

“Prohibited Agent”: As defined in the definition of Permitted User Lender.

“Prohibited Persons”: As defined in Article XXVI.

“PropCo”: VICI Properties L.P., a Delaware limited partnership.

“PropCo 1”: VICI Properties 1 LLC, a Delaware limited liability company.

“Protected Names”: As defined in Section 27.13.

“Renewal Notice”: As defined in Section 2.3.

“Renewal Term”: As defined in Section 2.3.

“Rent”: “Rent” as defined in the Non-CPLV Lease.

“Representatives”: With respect to any Person, such Person’s officers, employees, directors, accountants, attorneys and other consultants, experts or agents of such Person, and actual or prospective arrangers, underwriters, investors or lenders with respect to indebtedness or Equity Interests that may be issued by such Person, to the extent that any of the foregoing actually receives non-public information hereunder. In addition, and without limitation of the foregoing, the term “Representatives” shall include, (a) in the case of Owner, PropCo 1, PropCo, Landlord REIT, Golf TRS and any Affiliate thereof, and (b) in the case of User, CEOC, CEC and any Affiliate thereof.

“Rio”: Rio Properties, LLC, a Nevada limited liability company.

“Rio Secco Golf Course”: The Rio Secco golf course property located in Henderson, Nevada as of the Commencement Date.

“SEC”: The United States Securities and Exchange Commission.

“Section 27.5 Dispute”: As defined in Section 27.5.

“Severance Agreement”: A separate agreement with respect to a Golf Course, created when Owner transfers any individual Golf Course (or several Golf Courses but not all of the Golf Courses), which agreement shall comply with the requirements set forth in Article XVI hereof.

“Stated Expiration Date”: As defined in Section 2.2.

“Subsidiary”: As to any Person, (i) any corporation more than fifty percent (50%) of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time of determination owned by such Person and/or one or more Subsidiaries of such Person, and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a fifty percent (50%) Equity Interest at the time of determination.

“Taking”: Any taking of all or any part of the Golf Courses or any part thereof, in or by Condemnation, including by reason of the temporary requisition of the use or occupancy of all or any part of the Golf Courses by any governmental authority, civil or military.

“Tee Sheet Rate”: With respect to an individual round of golf at a particular Golf Course, the applicable rate which a walk-in member of the general public would be charged to play such round of golf at such Golf Course if such member did not pay a reduced rate based on any discount associated with such member’s stay at any local resort or casino, including those operated by User, promotional code, coupon or other discount.

“Tenant Event of Default”: “Tenant Event of Default” as defined in the Non-CPLV Lease.

“Tenant’s Initial Financing”: The “Tenant’s Initial Financing” as defined in the Non-CPLV Lease.

“Term”: As defined in Section 2.2.

“Unavoidable Delay”: Delays due to strikes, lockouts, inability to procure materials, power failure, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the reasonable control of the Party responsible for performing an obligation hereunder; provided, that lack of funds, in and of itself, shall not be deemed a cause beyond the reasonable control of a Party.

“Unsuitable for Its Primary Intended Use”: A state or condition of any individual Golf Course such that by reason of a Partial Taking or a sale, assignment, transfer or conveyance of a portion (but not all) of such Golf Course pursuant to Section 16.1 (or other event, as applicable) such Golf Course cannot, following restoration thereof (to the extent commercially practical and solely with respect to a Partial Taking), be operated on a commercially practicable basis as an eighteen (18) hole golf course, taking into account, among other relevant economic factors, the amount of square footage and the estimated revenue affected by such Partial Taking or such sale, assignment, transfer or conveyance of a portion (but not all) of such Golf Course pursuant to Section 16.1 (or other event, as applicable).

“Usage Year”: The first Usage Year of the Term shall be the period commencing on the Commencement Date and ending on the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs, and each subsequent Usage Year shall be each period of twelve (12) full calendar months after the last day of the prior Usage Year, except that the final Usage Year of the Term shall end on the Expiration Date.

“User”: As defined in the preamble.

“User Event of Default”: As defined in Section 13.1.

“User Indemnified Parties”: As defined in Article XV.

“User Licensing Event”: (a) Either (1) a communication (whether oral or in writing) by or from any Gaming Authority to Owner or any of its Affiliates or other action by any Gaming Authority that indicates that such Gaming Authority may find that, or (2) a determination by Owner, in its sole but reasonable discretion and pursuant to customary internal processes that, the association of any member of the User Subject Group with Owner or any of its Affiliates is likely to, (i) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by Owner or any of its Affiliates under any Gaming Law, or (ii) violate any Gaming Law to which Owner or any of its Affiliates is subject; or (b) any member of the User Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable within any applicable timeframes required by the applicable Gaming Authority, or, after becoming so licensed, registered, qualified or found suitable, fails to remain so. For purposes of this definition, an “Affiliate” of Owner includes any Person for which Owner or its Affiliate is providing management services.

“User Rights and Privileges”: As defined in Section 2.1.

“User Subject Group”: User, User’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons), excluding Owner and its Affiliates.



**ARTICLE II**  
**GRANT OF LICENSE; TERM**

**2.1 Golf Courses; Rights and Privileges; Minimum Rounds; Trademark License.**

**(a) User and Owner Rights and Privileges.**

(i) Upon and subject to the terms and conditions hereinafter set forth, Owner grants to User, and User accepts from Owner, certain priority rights and privileges with respect to access and use of the golf course properties described on Exhibit A-1 attached hereto (each, a “Golf Course”; collectively, the “Golf Courses”) as more particularly set forth on Exhibit B attached hereto (collectively, the “User Rights and Privileges”). Such User Rights and Privileges are granted subject to all covenants, conditions, restrictions, easements and other matters of any nature, whether or not of record, affecting the Golf Courses or any portion thereof as of the Commencement Date and such subsequent covenants, conditions, restrictions, easements and other matters of any nature, whether or not of record, affecting the Golf Courses or any portion thereof that do not materially and adversely affect User’s rights under this Agreement or as may otherwise be agreed to in writing by Owner and User, whether or not of record, including any matters which would be disclosed by an inspection or accurate survey of the Golf Courses or any portion thereof. With respect to each Golf Course, Owner shall have the right to enter into any covenants, conditions, restrictions, easements and other matters of any nature, whether or not of record, affecting such Golf Course or any portion thereof without having agreed to same in writing with User but Owner may do so only if and to the extent the same does not render such Golf Course Unsuitable for Its Primary Intended Use. In addition, Owner shall have the right to develop, alter and/or improve portions of the property on which any Golf Course is situated for other uses but Owner may do so only if and to the extent that doing so does not render such Golf Course Unsuitable for Its Primary Intended Use.

(ii) In consideration of the foregoing grant of the User Rights and Privileges, User shall (A) pay to Owner the Membership Fee and the CES Use Fee (as more particularly described in Article III), (B) provide to Owner (or cause User’s Affiliates to provide to Owner) the rights and privileges set forth on Exhibit C attached hereto (collectively, the “Owner Rights and Privileges”) and (C) sponsor (i.e., pay for, and use commercially reasonable efforts to refer to Owner), on a monthly basis, the Aggregate Minimum Rounds Per Month and, on an annual basis, the Aggregate Minimum Rounds Per Year (as more particularly described in Section 2.1(b) below).

**(b) Minimum Rounds.**

(i) User agrees to use commercially reasonable efforts to refer to Owner, at each Golf Course, a minimum number of Complimentary Golf Rounds per calendar year as more particularly set forth on Exhibit E-1 attached hereto (collectively, the “Minimum Rounds Per Year”), which Minimum Rounds Per Year shall be apportioned among each calendar month during each such calendar year as more particularly set forth on Exhibit E-1 attached hereto (collectively, the “Minimum Rounds Per Month”), in each case as such amounts may be reduced by the applicable Minimum Rounds Reduction Amount as described in Section 7.3, Section 11.2(a), Section 11.2(b), Section 12.1(a), Section 12.1(b), Section 12.3 and Article XVI.

(ii) In consideration of the tee times that will be reserved (i.e., set aside) by Owner in order to accommodate the Aggregate Minimum Rounds Per Year and any Other Sponsored Rounds For The Year (as applicable), User shall pay to Owner the Complimentary Golf Rounds Fee (as more particularly described in Article III). For the avoidance of doubt, User's failure to refer to Owner, at each Golf Course, the Minimum Rounds Per Year shall in no way affect User's obligation to pay to Owner the portion of the Complimentary Golf Rounds Fee attributable to the aggregate of the Annual Minimum Rounds Fees for all of the Golf Courses.

(c) **Trademark License.** Subject to the terms and provisions set forth in this Agreement, CLC hereby grants to Owner, and Owner hereby accepts, a worldwide, royalty-free and non-transferable right and sublicense, for a term of eight (8) years from the Commencement Date (the "License Term"), to use the Licensed Trademarks solely (x) in connection with the operation, advertising, marketing and promotion of the Rio Secco Golf Course and (y) on or in connection with the use, manufacture, marketing, promotion, distribution, offer for sale and sale of Products and Materials. Owner acknowledges and agrees that the Licensed Trademarks are owned by Rio and licensed to CLC. Owner therefore agrees to comply with the terms and conditions applicable to sublicensees of the Licensed Trademarks, as set forth on Exhibit H hereto. The sublicense granted pursuant to this Section 2.1(c) shall be non-exclusive, except that such license shall be exclusive as to CES and its subsidiaries (including CLC); provided, that CES and its subsidiaries (including CLC) may continue to use the Licensed Trademarks and reference the Rio Secco Golf Course as necessary to comply with the terms and conditions of this Agreement (including, *e.g.*, for promotional purposes in connection with the User Rights and Privileges set forth on Exhibit B hereto).

**2.2 Term.** The term of this Agreement (the "Term") shall commence on the Commencement Date and expire on the Expiration Date (i.e., the Term shall consist of the Initial Term plus all Renewal Terms, to the extent exercised as set forth in Section 2.3 below, subject to any earlier termination of the Term pursuant to the terms hereof). The initial stated term of this Agreement (the "Initial Term") shall commence on October 6, 2017 (the "Commencement Date") and expire on October 31, 2032 (the "Initial Stated Expiration Date"). The "Stated Expiration Date" means the Initial Stated Expiration Date or the expiration date of the most recently exercised Renewal Term, as the case may be. Notwithstanding the foregoing or anything to the contrary contained herein, (a) if all of the Leases terminate in accordance with their respective terms, then, simultaneously with such termination of the Lease that terminates last, this Agreement shall automatically terminate, and (b) this Agreement may be terminated by User with respect to one or more Golf Courses, provided that any such termination pursuant to this clause (b) shall not relieve or diminish User's obligation to pay the full amount of the Membership Fee as provided herein, which obligation shall survive the termination of this Agreement until all of the Leases have terminated in accordance with their respective terms, nor relieve or diminish CEC's obligations under the MLSA.

**2.3 Renewal Terms.** The Term may be extended for four (4) separate "Renewal Terms" of five (5) years each if (a) at least twelve (12), but not more than eighteen (18), months prior to the then current Stated Expiration Date, User delivers to Owner a "Renewal Notice" stating that it is irrevocably exercising its right to extend this Agreement for one (1) Renewal Term; and (b) no User Event of Default shall have occurred and be continuing on the date Owner

receives the Renewal Notice or on the last day of the then current Term (other than an User Event of Default that is in the process of being cured by a Permitted User Lender in compliance in all respects with Section 17.2). Subject to the provisions, terms and conditions of this Agreement, upon User's timely delivery to Owner of a Renewal Notice, the Term shall be extended for the then applicable Renewal Term. During any such Renewal Term, except as specifically provided for herein, all of the provisions, terms and conditions of this Agreement shall remain in full force and effect. After the last Renewal Term, User shall have no further right to renew or extend the Term. If User fails to validly and timely exercise any right to extend this Agreement, then all subsequent rights to extend the Term shall terminate. Notwithstanding the foregoing or anything to the contrary contained herein, (i) if any right to extend the term of any of the Leases is validly and timely exercised pursuant to Section 1.4 of such Lease, then (A) User shall be required to exercise the corresponding right to extend this Agreement for the corresponding Renewal Term hereunder, (B) User shall be deemed to have validly and timely exercised such right to extend this Agreement described in the foregoing clause (A), and (C) this Agreement shall automatically be extended for the applicable Renewal Term without any further action by User, and (ii) if all of the rights to extend the terms of the Leases fail to be validly and timely exercised pursuant to Section 1.4 of each of the Leases, then all corresponding and subsequent rights to extend the Term hereunder shall terminate and User shall not have any right to extend this Agreement.

### ARTICLE III

#### GOLF COURSE USE PAYMENTS

##### **3.1 Payment of Membership Fee and CES Use Fee.**

(a) Generally. During the Term, User will pay to Owner each of the Golf Course Use Payments and Additional Charges in lawful money of the United States of America and legal tender for the payment of public and private debts, in the manner provided in Section 3.3. On the Commencement Date, a prorated portion of the first monthly installment of the Membership Fee shall be paid by User for the period from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs, based on the number of days during such period. Thereafter, the Membership Fee shall be payable by User in consecutive monthly installments equal to one-twelfth (1/12th) of the Membership Fee amount for the applicable Usage Year on the first (1st) day of each calendar month (or the immediately preceding Business Day if the first (1st) day of the month is not a Business Day), in advance for such calendar month, during that Usage Year. With respect to the CES Use Fee, (i) on the Commencement Date, a prorated portion of the first quarterly installment of the CES Use Fee shall be paid by User for the period from the Commencement Date until the last day of the calendar quarter in which the Commencement Date occurs, based on the number of days during such period, and (ii) thereafter, the CES Use Fee shall be payable by User in consecutive quarterly installments equal to one-fourth (1/4th) of the CES Use Fee amount for the applicable Usage Year on the first (1st) day of each calendar quarter (or the immediately preceding Business Day if the first (1st) day of the quarter is not a Business Day), in advance for such calendar quarter, during that Usage Year. The Complimentary Golf Rounds Fee shall be payable in accordance with the terms and provisions of Section 3.5 below.

(b) Proration for Partial Usage Year. Unless otherwise agreed by the Parties in writing, the Golf Course Use Payments shall each be prorated on a per diem basis as to any Usage Year containing less than twelve (12) full calendar months, and with respect to any installment thereof due for any partial months at the beginning and end of the Term.

**3.2 Late Payment.** User hereby acknowledges that the late payment by User to Owner of any of the Golf Course Use Payments or Additional Charges will cause Owner to incur costs not contemplated hereunder, the exact amount of which is presently anticipated to be extremely difficult to ascertain. Accordingly, if any installment of any of the Golf Course Use Payments or Additional Charges payable directly to Owner shall not be paid within four (4) days after its due date, User shall pay to Owner on demand a late charge equal to the lesser of (a) five percent (5%) of the amount of such installment or Additional Charges and (b) the maximum amount permitted by law. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Owner will incur by reason of late payment by User. The Parties further agree that any such late charge constitutes Golf Course Use Payments or Additional Charges (as applicable), and not interest, and such assessment does not constitute a lender or borrower/creditor relationship between Owner and User. If any installment of any of the Golf Course Use Payments (or Additional Charges payable directly to Owner) shall not be paid within nine (9) days after its due date, the amount unpaid, including any late charges previously accrued and unpaid, shall bear interest at the Overdue Rate (from such ninth (9th) day after the due date of such installment until the date of payment thereof) (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding), and User shall pay such interest to Owner on demand. The payment of such late charge or such interest shall not constitute a waiver of, nor excuse or cure, any default under this Agreement, nor prevent Owner from exercising any other rights and remedies available to Owner. No failure by Owner to insist upon strict performance by User of User's obligation to pay late charges and interest on sums overdue shall constitute a waiver by Owner of its right to enforce the provisions, terms and conditions of this Section 3.2. No payment by User nor receipt by Owner of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment be deemed an accord and satisfaction and Owner, in its sole discretion, may accept such check or payment without prejudice to Owner's right to recover the balance of such payment due or pursue any other right or remedy in this Agreement provided.

**3.3 Method of Payment.** Each of the Golf Course Use Payments and Additional Charges to be paid to Owner shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by User for settlement on or before the applicable Payment Date in each case (or, in respect of Additional Charges, as applicable, such other date as may be applicable hereunder); provided, however, if the Payment Date is not a Business Day, then settlement shall be made on the preceding Business Day. Owner shall provide User with appropriate wire transfer, ACH and direct deposit information in a Notice from Owner to User. If Owner directs User to pay any of the Golf Course Use Payments or any Additional Charges to any party other than Owner, User shall send to Owner, simultaneously with such payment, a copy of the transmittal letter or invoice and a check whereby such payment is made or such other evidence of payment as Owner may reasonably require. No amounts due and payable under this Agreement may be offset against any amounts due and payable under any other agreement.

**3.4 Monthly Invoice.** Within ten (10) Business Days after the end of each calendar month during the Term, Owner shall furnish to User an invoice for all Monthly Minimum Rounds Fees, Monthly Other Sponsored Rounds Fees and Additional Charges (if any) which are then payable hereunder (each, a “Monthly Invoice”). For the avoidance of doubt, each Monthly Invoice will be based solely on activities at the Golf Courses for the calendar month to which such Monthly Invoice relates, and any reconciliation credits or refunds will be applied against the invoiced amounts only after the corresponding end-of-quarter reconciliation (as more particularly described below) has been completed. Within thirty (30) days following the date of the giving of a Monthly Invoice (which shall be determined in accordance with Article XXIV hereof), User shall pay to Owner all amounts set forth on such Monthly Invoice. No delay by Owner in providing any statement, invoice or billing (including, without limitation, any Monthly Invoice or any Owner’s Statement) to User shall be deemed a default by Owner or a waiver of amounts due to Owner. User’s failure to object to any statement, invoice or billing by Owner (including, without limitation, any Monthly Invoice or any Owner’s Statement) within ninety (90) days after the date of the giving thereof (which shall be determined in accordance with Article XXIV hereof) shall constitute User’s approval of, and waiver of any objection to, such statement, invoice or billing and shall conclusively establish such statement, invoice or billing as being in accordance with this Agreement.

**3.5 Payment of Complimentary Golf Rounds Fee.** Notwithstanding the foregoing or anything to the contrary contained herein, the provisions of this Section 3.5 shall be applicable with respect to the Complimentary Golf Rounds Fee, and in the event of any conflict between the provisions of this Section 3.5 and the other provisions of this Article III, the provisions of this Section 3.5 shall govern. Payments in respect of the Complimentary Golf Rounds Fee shall be made by User to Owner, in consecutive monthly installments on or before the thirtieth (30th) day following the date of the giving of each Monthly Invoice (which shall be determined in accordance with Article XXIV hereof) (in arrears for the calendar month to which such Monthly Invoice relates), and each such payment shall include the applicable Monthly Minimum Rounds Fees and the applicable Monthly Other Sponsored Rounds Fees for all of the Golf Courses (subject to quarterly reconciliation as set forth below). Within forty-five (45) days after the end of each calendar quarter during the Term, Owner shall furnish to User a statement showing (a) the number of Complimentary Golf Rounds attributable to such calendar quarter, (b) the year-to-date (as of the end of such calendar quarter) number of Complimentary Golf Rounds attributable to the calendar year of which such calendar quarter is a part, and (c) a calculation of the Complimentary Golf Rounds Reimbursement Amount (if any) which is then owing hereunder (each, an “Owner’s Statement”). Within thirty (30) days following the date of the giving of an Owner’s Statement (which shall be determined in accordance with Article XXIV hereof), Owner shall provide to User a credit against payments in respect of the Complimentary Golf Rounds Fee next coming due (or a refund if at the end of the Term, subject to Article XIII) in the amount of the Complimentary Golf Rounds Reimbursement Amount (if any) set forth on such Owner’s Statement. For purposes hereof, the term “Complimentary Golf Rounds Reimbursement Amount” shall mean an amount equal to the difference of (i) the aggregate amount of the installment payments theretofore made by User to Owner in respect of the Complimentary Golf Rounds Fee pursuant to this Section 3.5 during the applicable calendar year, minus (ii) the sum of (A) the aggregate amount of all Monthly Minimum Rounds Fees for all of the Golf Courses,

on a year-to-date basis, payable for all of the months during such calendar year, through and including such calendar quarter, plus (B) the aggregate amount of the following for all of the Golf Courses: with respect to each Golf Course, the product of (1) the greater of (x) zero (0), and (y) the difference of (I) for such Golf Course, as applicable, the aggregate number of Complimentary Golf Rounds at such Golf Course, on a year-to-date basis, for such calendar year, through and including such calendar quarter, minus (II) for such Golf Course, as applicable, the aggregate number of Minimum Rounds Per Month for such Golf Course for all of the months during such calendar year, through and including such calendar quarter, multiplied by (2) the applicable Other Sponsored Rounds Charge for such Golf Course. For the avoidance of doubt, in performing any end-of-quarter reconciliation, with respect to each Golf Course, (aa) the aggregate year-to-date number of Complimentary Golf Rounds at such Golf Course will be applied first towards satisfaction of each of the Minimum Rounds Per Month for such Golf Course through and including the applicable calendar quarter (and, in connection therewith, some or all of the Other Sponsored Rounds For The Month at such Golf Course during the applicable calendar quarter may ultimately be applied to satisfy the Minimum Rounds Per Month of a preceding, or subsequent, month in the calendar year of which the applicable calendar quarter is a part); and (bb) if the aggregate year-to-date number of Other Sponsored Rounds For The Month for such Golf Course exceeds the aggregate year-to-date number of unsatisfied Minimum Rounds Per Month for such Golf Course, then the reconciliation will include an adjustment of the rate applicable to such excess for purposes of calculating the Complimentary Golf Rounds Fee (i.e., the applicable rate with respect to such excess will be the applicable Minimum Rounds Rate for such Golf Course (rather than the then applicable Tee Sheet Rate)).

**ARTICLE IV**  
**ADDITIONAL CHARGES**

Owner and User acknowledge and agree that the Golf Course Use Payments are in consideration of the User Rights and Privileges and the tee times to be reserved (i.e., set aside) to accommodate the Aggregate Minimum Rounds Per Year and any Other Sponsored Rounds For The Year (as applicable). In addition to the Golf Course Use Payments, User shall (a) pay Owner for charges for goods and services (other than greens fees) provided by Owner at the Golf Courses (e.g., food, beverages and pro shop merchandise) to, or at the written request (which may be via electronic mail) of, User, in each case in a manner consistent with past practice, and (b) be responsible for other Additional Charges in accordance with the applicable terms hereof.

**ARTICLE V**  
**NO TERMINATION, ABATEMENT, ETC.**

Except as otherwise specifically provided in this Agreement, User shall remain bound by this Agreement in accordance with its terms. The obligations of Owner and User hereunder shall be separate and independent covenants and agreements and each of the Golf Course Use Payments and all other sums payable by User hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Agreement or by termination of this Agreement as to all of the Golf Courses as a result of all of the Leases having been terminated in accordance with their respective terms other than a

termination of this Agreement by Owner pursuant to Section 13.2. Without limitation of the preceding sentence, the respective obligations of Owner and User shall not be affected by reason of, except as expressly set forth in Articles XI and XII, (a) any damage to or destruction of the Golf Courses or any portion thereof from whatever cause, or any Condemnation of the Golf Courses or any portion thereof or, discontinuance of any service or utility servicing the same; (b) the lawful or unlawful prohibition of, or restriction upon, User's use of the Golf Courses or any portion thereof or the interference with such use by any Person; (c) any claim that User has or might have against Owner by reason of any default or breach of any warranty by Owner hereunder or under any other agreement between Owner and User or to which Owner and User are parties; (d) any bankruptcy, insolvency, reorganization, consolidation, readjustment, liquidation, dissolution, winding up or other proceedings affecting Owner or any assignee or transferee of Owner; or (e) for any other cause, whether similar or dissimilar to any of the foregoing. User hereby specifically waives all rights arising from any occurrence whatsoever which may now or hereafter be conferred upon it by law (i) to modify, surrender or terminate this Agreement, or (ii) which may entitle User to any abatement, deduction, reduction, suspension or deferment of or defense, counterclaim, claim or set-off against any of the Golf Course Use Payments or other sums payable by User hereunder, except in each case as may be otherwise specifically provided in this Agreement.

## **ARTICLE VI**

### **OWNERSHIP OF GOLF COURSES**

Owner and User acknowledge and agree that they have executed and delivered this Agreement with the understanding that (i) the Golf Courses are the property of Owner, (ii) User has only the right to access and use the Golf Courses upon the terms and conditions of this Agreement, (iii) during the Term, each Golf Course is an amenity relating to the Leased Property under the Leases as well as a third-party business open to the public, (iv) the business relationship created by this Agreement and any related documents is and at all times shall remain that of licensor and User, (v) this Agreement has been entered into by each Party in reliance upon the mutual covenants, conditions and agreements contained herein, and (vi) none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Owner and User, to make them joint venturers, to make User an agent, legal representative, partner, subsidiary or employee of Owner, or to make Owner in any way responsible for the debts, obligations or losses of User.

## **ARTICLE VII**

### **PRESENT CONDITION & USE**

**7.1 Condition of the Golf Courses.** User confirms that User has examined and otherwise has knowledge of the condition of the Golf Courses prior to and as of the execution and delivery of this Agreement and has found the same to be satisfactory for its purposes hereunder, it being understood and acknowledged by User that, immediately prior to Owner's acquisition of the Golf Courses and contemporaneous entry into this Agreement, User (or its Affiliates) was the owner of all of Owner's interest in and to the Golf Courses and, accordingly, User is charged with, and deemed to have, full and complete knowledge of all aspects of the

condition and state of the Golf Courses as of the Commencement Date. Without limitation of the foregoing and regardless of any examination or inspection made by User, and whether or not any patent or latent defect or condition was revealed or discovered thereby, User is using the Golf Courses “as is” in its present condition. Without limitation of the foregoing, User waives any claim or action against Owner in respect of the condition of the Golf Courses including any defects or adverse conditions not discovered or otherwise known by User as of the Commencement Date. OWNER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN RESPECT OF THE GOLF COURSES OR ANY PART THEREOF, INCLUDING AS TO ITS FITNESS FOR USE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE. This Section 7.1 shall not be construed to limit Owner’s express indemnities made hereunder.

**7.2 Use of the Golf Courses.** During the Term, each Golf Course shall be used for the Primary Intended Use.

**7.3 Ground Leases.**

(a) Subject to Section 7.3(b) and Section 7.3(c) below, in the event of cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise) prior to the Expiration Date (other than the cancellation or termination of a Ground Lease entered into in connection with a sale-leaseback transaction by Owner (other than if such cancellation or termination resulted from User’s default under this Agreement), which cancellation or termination results in the Golf Course leased under such Ground Lease no longer being subject to this Agreement), then this Agreement shall remain in full force and effect and User’s obligation to pay each of the Golf Course Use Payments (excluding the portion of the Complimentary Golf Rounds Fee attributable to such Ground Leased Golf Course) and all Additional Charges required by this Agreement, and all other obligations of User hereunder (other than such obligations of User hereunder that concern solely the applicable Ground Leased Golf Course demised under the affected Ground Lease (including, without limitation, the obligations of User hereunder with respect to the portion of the Complimentary Golf Rounds Fee attributable to such Ground Leased Golf Course), which, for the avoidance of doubt, shall under no circumstances include or be deemed to include the obligations of User hereunder with respect to all or any portion of the Membership Fee), shall continue unabated (and, for the avoidance of doubt, the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith)); provided that if Owner enters into a replacement lease with respect to the applicable Ground Leased Golf Course on substantially similar terms to those of such cancelled or terminated Ground Lease, then such replacement lease shall automatically become a Ground Lease hereunder and such Ground Leased Golf Course shall remain part of the Golf Courses hereunder. Nothing contained in this Agreement shall create, or be construed as creating, any privity of contract or privity of estate between the lessor under any applicable Ground Lease (in each case, the “Ground Lessor”) and User.

(b) With respect to any Ground Leased Golf Course, the Ground Lease for which has an expiration date (taking into account any renewal options exercised thereunder as of the Commencement Date or hereafter exercised) prior to the Expiration Date, this Agreement shall



expire solely with respect to such Ground Leased Golf Course concurrently with such Ground Lease expiration date (taking into account the following sentences of this Section 7.3(b)). There shall be no reduction in any of the Golf Course Use Payments by reason of such expiration with respect to, and the corresponding removal from this Agreement of, any such Ground Leased Golf Course, except that the portion of the Complimentary Golf Rounds Fee attributable to such Ground Leased Golf Course shall no longer constitute a part of the Golf Course Use Payments (and, for the avoidance of doubt, the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith)). Unless all of the rights to extend the terms of the Leases fail to be validly and timely exercised pursuant to Section 1.4 of each of the Leases, Owner (as ground lessee) shall be required to (at the appropriate times) exercise all renewal options contained in each Ground Lease so as to extend the term thereof, and Owner shall provide User with a copy of Owner's exercise of such renewal option.

(c) Notwithstanding anything to the contrary set forth in this Agreement, in the event that, despite any cancellation or termination of any Ground Lease for any reason whatsoever whether voluntary or involuntary (by operation of law or otherwise), Owner continues to be able to make available to User use of the applicable Ground Leased Golf Course demised under the affected Ground Lease for the Primary Intended Use, then all rights and obligations of Owner and User with respect to such Ground Leased Golf Course shall continue in full force and effect.

(d) Nothing contained in this Agreement amends, or shall be construed to amend, any provision of the Ground Leases.

## **ARTICLE VIII**

### **REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other that as of the Commencement Date: (i) this Agreement has been duly authorized and shall be binding upon it; (ii) it is duly organized, validly existing and in good standing under the laws of the state of its formation and, as applicable, is duly authorized and qualified to perform this Agreement within the States where the Golf Courses are located; and (iii) neither this Agreement nor any other document executed or to be executed in connection herewith violates the terms of any other agreement of such Party.

## **ARTICLE IX**

### **MAINTENANCE, REPAIR AND OPERATIONS**

Subject to the following provisions of this Article IX, Owner shall, at Owner's sole cost and expense, (a) operate, maintain, repair and replace the Golf Courses, and every portion thereof, including, without limitation, undertaking and performing capital improvements, in each case (i) in a manner substantially consistent with the prior operating history of the Golf Courses and/or applicable portion thereof, and (ii) in conformity in all material respects with all Legal Requirements, and (b) be responsible for all taxes, utilities, and other costs of ownership of the Golf Courses. Except to the extent necessary during restoration after a Casualty Event, Taking

or Condemnation, or necessary or appropriate for purposes of performing maintenance and repairs and/or renovations in Owner's (and only Owner's) business judgment, Owner shall keep the Golf Courses continuously open for business and operating in the ordinary course. In the event that a Golf Course closes as a result of any restoration or renovation, User's obligation to pay each of the Golf Course Use Payments and all Additional Charges required by this Agreement shall remain unabated during the period that such Golf Course is closed; except, however, if such Golf Course remains closed for six (6) consecutive calendar months, then, during the period commencing on the day immediately after the expiration of such 6-month period and ending on the day immediately preceding the date on which such Golf Course reopens, User shall not be required to (i) sponsor any portion of the Aggregate Minimum Rounds Per Month and/or Aggregate Minimum Rounds Per Year that would have been attributable to such Golf Course for such period had such Golf Course not been closed during such period, or (ii) pay any portion of the Monthly Minimum Rounds Fee and/or Annual Minimum Rounds Fee that would have been attributable to such Golf Course for such period had such Golf Course not been closed during such period. Notwithstanding anything to the contrary contained herein, (A) to the extent not paid in full on or before the date hereof, User shall pay (or cause to be paid) in full all costs and expenses for completing those capital improvements for the Golf Courses (notwithstanding the amounts provided for on Exhibit F attached hereto) that have either (1) commenced on or before the date hereof or (2) been approved by User as of the date hereof (collectively, the "Approved Capital Improvements"), which Approved Capital Improvements are more particularly described on Exhibit F attached hereto, promptly following User's receipt of an invoice for the same, and (B) to the extent not complete on or before the date hereof, User shall diligently prosecute completion of the Approved Capital Improvements. User hereby represents and warrants to Owner that, as of the date hereof, User has paid \$1,892,839.36 with respect to the Approved Capital Improvements.

## **ARTICLE X**

### **INSURANCE**

During the Term, Owner shall, at its own cost and expense, maintain the minimum kinds and amounts of insurance described on Exhibit I attached hereto. Such insurance shall apply to the ownership, maintenance, use and operations related to the Golf Courses and all property located in or on the Golf Courses. All policies shall be written with insurers authorized to do business in all States where the Golf Courses are located and shall maintain A.M. Best ratings of not less than "A-" "VII" or better in the most recent version of Best's Key Rating Guide. In the event that any of the insurance companies' ratings fall below the requirements set forth above, Owner shall have one hundred eighty (180) days within which to replace such insurance company with an insurance company that qualifies under the requirements set forth above. It is understood that Owner may utilize so called Surplus lines companies and will adhere to the standard above. In furtherance of the foregoing, Owner shall maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are reasonable and customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations. Certificates of insurance, evidencing the insurance coverage required by this Article X shall be delivered to User as described on Exhibit I attached hereto. The Parties hereby confirm that the amounts and types of insurance that Owner has in effect as of the Commencement Date satisfies the requirements of this Article X.

## ARTICLE XI

### CASUALTY

**11.1 Property Insurance Proceeds.** All proceeds payable by reason of any property loss or damage to the Golf Courses, or any portion thereof, under any property policy of insurance required to be carried hereunder or otherwise maintained by Owner shall be paid to Owner or as otherwise agreed between Owner and Fee Mortgagee and, subject to the limitations set forth in this Article XI, used for the repair of any damage to or restoration or reconstruction of the Golf Courses, provided that the Golf Courses are rebuilt in a manner that is substantially the same condition as existed immediately prior to the applicable casualty or otherwise reasonably satisfactory to Owner. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Golf Courses to substantially the same condition as existed immediately before the damage or destruction and with materials and workmanship of like kind and quality or otherwise to Owner's reasonable satisfaction shall be paid to Owner.

#### **11.2 Owner's Obligations Following Casualty.**

(a) Subject to Section 11.2(b) below, in the event of a Casualty Event with respect to any individual Golf Course, (i) Owner shall restore such Golf Course to substantially the same condition as existed immediately before such damage or otherwise in a manner reasonably satisfactory to Owner and (ii) the damage caused by the applicable Casualty Event shall not terminate this Agreement; provided, however, that if the applicable Casualty Event shall occur not more than two (2) years prior to the then-Stated Expiration Date and the cost to restore the applicable Golf Course to the condition immediately preceding the Casualty Event, as determined by a mutually approved contractor or architect, would equal or exceed twenty-five percent (25%) of the fair market value (as reasonably determined by the parties) of such Golf Course immediately prior to the time of such damage or destruction, then each of Owner and User shall have the option, exercisable in such Party's sole and absolute discretion, to terminate this Agreement with respect to such Golf Course, upon written notice to the other Party hereto delivered to such other Party within thirty (30) days of the determination of the amount of damage and the fair market value (as reasonably determined by the parties) of such Golf Course and, if such option is exercised by either Owner or User, (i) this Agreement shall terminate with respect to such Golf Course and Owner shall not be required to restore such Golf Course and any insurance proceeds payable as a result of the damage or destruction shall be payable in accordance with Section 11.2(c), and (ii) commencing upon the date of such termination, (A) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (B) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith). Notwithstanding anything to the contrary contained herein, if a Casualty Event occurs (and/or if the determination of the amount of damage and/or the thirty (30) day period referred to in the preceding sentence is continuing) at a time when User could send a Renewal Notice (provided, for this purpose, User shall be permitted to send a Renewal Notice under Section 2.3 not more than twenty-four (24) months (rather than

not more than eighteen (18) months) prior to the then current Stated Expiration Date), if User has elected or elects to exercise the same at any time following User's receipt of such notice of termination from Owner, neither Owner nor User may terminate this Agreement under this Section 11.2(a).

(b) If the cost to restore any individual Golf Course exceeds the amount of proceeds received from the insurance required to be carried hereunder, then (i) Owner shall not be obligated to restore such Golf Course, and (ii) Owner shall, by written notice to User delivered to User within thirty (30) days of the final determination of the amount of proceeds received from the insurance required to be carried hereunder or otherwise maintained by Owner, elect to either (A) restore such Golf Course to substantially the same condition as existed immediately before such damage or otherwise in a manner reasonably satisfactory to Owner (in which event this Agreement shall remain in full force and effect) or (B) terminate this Agreement with respect to such Golf Course (in which event (1) this Agreement shall terminate with respect to such Golf Course and any insurance proceeds payable as a result of the damage or destruction shall be payable in accordance with Section 11.2(c), and (2) commencing upon the date of such termination, (x) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (y) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith)).

(c) In the event Owner is not required to, and does not elect to, repair and restore any applicable Golf Course, all insurance proceeds shall be paid to and retained by Owner free and clear of any claim.

**11.3 No Abatement of Golf Course Use Payments.** Except as expressly provided in Article IX or this Article XI, this Agreement shall remain in full force and effect and User's obligation to pay each of the Golf Course Use Payments and all Additional Charges required by this Agreement shall remain unabated during any period following a Casualty Event. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, under no scenario, including, without limitation, the termination of this Agreement as a result of a Casualty Event or otherwise, shall User be relieved of its obligation to pay the Membership Fee before all of the Leases have terminated in accordance with their respective terms.

**11.4 Waiver.** User waives any statutory rights of termination which may arise by reason of any damage or destruction of any applicable Golf Course but such waiver shall not affect any contractual rights granted to User under this Agreement.

**ARTICLE XII**  
**EMINENT DOMAIN**

**12.1 Condemnation.** Owner shall promptly give User written notice of the actual or threatened Condemnation or any Condemnation proceeding affecting any Golf Course of which Owner has knowledge and shall deliver to User copies of any and all papers served in connection with the same.

(a) **Total Taking.** If all of any individual Golf Course is subject to a permanent Taking, then (i) this Agreement shall automatically terminate with respect to such Golf Course as of the day before the date of such Taking, and (ii) commencing upon the date of such termination, (A) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (B) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith).

(b) **Partial Taking.** If a portion (but not all) of any individual Golf Course is subject to a permanent Taking ("**Partial Taking**"), then (i) this Agreement shall remain in effect so long as such Golf Course is not thereby rendered Unsuitable for Its Primary Intended Use, and (ii) none of the Golf Course Use Payments shall be adjusted; provided, however, that if the applicable Golf Course is rendered Unsuitable for Its Primary Intended Use, then (A) this Agreement shall terminate with respect to such Golf Course as of the day before the date of such Partial Taking, and (B) commencing upon the date of such termination, (1) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (2) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith).

(c) **Restoration.** If there is a Partial Taking and this Agreement remains in full force and effect, the Award shall be paid to Owner. In such event, (i) subject to receiving such Award, Owner shall accomplish all necessary restoration in accordance with the following sentence (whether or not the amount of the Award received by Owner is sufficient), and (ii) none of the Golf Course Use Payments shall be adjusted. Owner shall restore the affected Golf Course as nearly as reasonably possible under the circumstances to a complete architectural unit of the same general character and condition as existed immediately prior to the applicable Partial Taking or otherwise reasonably satisfactory to Owner (but in any case consistent with the Primary Intended Use).

**12.2 Award Distribution.** The Award resulting from any Taking or Condemnation shall be paid to and retained by Owner free and clear of any claim.

**12.3 Temporary Taking.** The taking of any individual Golf Course, or any part thereof, shall constitute a Taking by Condemnation only when the use and occupancy by the taking authority has continued for longer than one hundred eighty (180) consecutive days. During any shorter period, which shall be a temporary taking, all the provisions of this Agreement shall remain in full force and effect (except that (a) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (b) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith), in each case in proportion to the duration of such temporary taking) and the Award shall be paid to Owner.

**12.4 No Abatement of Membership Fee.** Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, under no scenario, including, without limitation, the termination of this Agreement as a result of a Taking, Partial Taking or otherwise, shall User be relieved of its obligation to pay the Membership Fee before all of the Leases have terminated in accordance with their respective terms.

**ARTICLE XIII**  
**DEFAULTS & REMEDIES**

**13.1 User Events of Default.** Any one or more of the following shall constitute a “User Event of Default”:

(a) User shall fail to pay any installment of any of the Golf Course Use Payments when due and such failure is not cured within ten (10) days after written notice from Owner of User’s failure to pay such installment when due (and such notice of failure from Owner may be given any time after such installment payment is one (1) day late);

(b) User shall fail to pay any Additional Charge within ten (10) days after written notice from Owner of User’s failure to pay such Additional Charge when due (and such notice of failure from Owner may be given any time after such Additional Charge payment is one (1) day late);

(c) User shall:

(i) file a petition in bankruptcy or a petition to take advantage of any insolvency law or statute under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law;

(ii) make an assignment for the benefit of its creditors; or

(iii) consent to the appointment of a receiver of itself or of the whole or substantially all of its property;

(d) User shall be adjudicated as bankrupt or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of User, a receiver of User or of all or substantially all of User’s property, or approving a petition filed against User seeking reorganization or arrangement of User under Federal law, specifically including Title 11, United States Code, §§ 101-1532, or analogous state law, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

(e) entry of an order or decree liquidating or dissolving User, provided that the same shall not constitute an User Event of Default if such order or decree shall be vacated, set aside or stayed within ninety (90) days from the date of the entry thereof;

(f) a transfer of User’s interest in this Agreement (including pursuant to a Change of Control) shall have occurred without the consent of Owner to the extent such consent is required under Article XVII or User is otherwise in default of the provisions set forth in Section 17.1 below;

(g) User shall fail to observe or perform any other term, covenant or condition of this Agreement and such failure is not cured within thirty (30) days after written notice thereof from Owner, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period and User shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, then such thirty (30) day period shall be extended for such time as is reasonably necessary for User in the exercise of due diligence to cure such failure, provided that, with respect to any failure to perform (i) that is still continuing on or after the first day of the sixth (6<sup>th</sup>) Usage Year such cure period shall not extend beyond the later of such first day of the sixth (6<sup>th</sup>) Usage Year or one hundred eighty (180) days in the aggregate, and (ii) that is first arising on or after the first day of the sixth (6<sup>th</sup>) Usage Year, such cure period shall not exceed one hundred eighty (180) days in the aggregate; provided, further, however, that no User Event of Default under this clause (g) or under clause (h) below shall be deemed to exist under this Agreement during any time the curing thereof is prevented by an Unavoidable Delay, provided that upon the cessation of the Unavoidable Delay, User remedies the default within the time periods otherwise required hereunder; and

(h) the occurrence of any Tenant Event of Default under the Non-CPLV Lease.

**13.2 Owner Remedies.** Upon the occurrence and during the continuance of an User Event of Default, Owner may, subject to the terms of Section 13.4 below, do any one or more of the following: (a) terminate this Agreement by giving User no less than ten (10) days' notice of such termination and the Term shall terminate and all rights and obligations of User under this Agreement shall cease, subject to any provisions that expressly survive the Expiration Date, (b) seek damages as provided in Section 13.4 hereof, or (c) except to the extent expressly otherwise provided under this Agreement, exercise any other right or remedy hereunder, at law or in equity available to Owner as a result of any User Event of Default. User shall pay as Additional Charges all costs and expenses incurred by or on behalf of Owner, including reasonable and documented attorneys' fees and expenses, as a result of any User Event of Default hereunder.

**13.3 Owner Events of Default; User Remedies.**

(a) An "Owner Event of Default" shall have occurred if Owner shall fail to observe or perform any term, covenant or condition of this Agreement, which failure materially and adversely affects User, and such failure is not cured within thirty (30) days after written notice thereof from User, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period and Owner shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, then such thirty (30) day period shall be extended for such time as is reasonably necessary for Owner in the exercise of due diligence to cure such failure, provided that, with respect to any failure to perform (i) that is still continuing on or after the first day of the sixth (6<sup>th</sup>) Usage Year such cure period shall not extend beyond the later of such first day of the sixth (6<sup>th</sup>) Usage Year or one hundred eighty (180) days in the aggregate, and (ii) that is first arising on or after the first day of the sixth (6<sup>th</sup>) Usage Year, such cure period shall not exceed one hundred eighty (180) days in the aggregate; provided, further, however, that no Owner Event of Default under this clause (a) shall be deemed to exist under this Agreement during any time the curing thereof is prevented by an Unavoidable Delay, provided that upon the cessation of the Unavoidable Delay, Owner remedies the default within the time periods otherwise required hereunder.

(b) Upon the occurrence and during the continuance of an Owner Event of Default, User may, except to the extent expressly otherwise provided in this Agreement, exercise any right or remedy hereunder, at law or in equity available to User as a result of any Owner Event of Default, including, without limitation, seeking the remedy of specific performance.

**13.4 Damages.** If Owner elects to terminate this Agreement in writing upon an User Event of Default during the Term, User shall forthwith (x) pay to Owner all Golf Course Use Payments due and payable under this Agreement to and including the date of such termination (together with interest thereon at the Overdue Rate from the date the applicable amount was due), and (y) pay on demand all damages to which Owner shall be entitled at law or in equity, which, for the avoidance of doubt, shall include the aggregate amounts of the Membership Fee and the CES Use Fee that would have been due and payable under this Agreement throughout the Term (including all Renewal Terms) but for such termination; provided, however, Owner's damages with regard to unpaid Golf Course Use Payments from and after the date of termination shall equal, as liquidated and agreed current damages in respect thereof, the sum of: (A) the worth at the time of award of the amount by which the unpaid Golf Course Use Payments (excluding the portion of the Complimentary Golf Rounds Fee attributable to the aggregate of the Annual Other Sponsored Rounds Fees for all of the Golf Courses) that (if this Agreement had not been terminated) would have been payable hereunder after termination until the time of award exceeds the amount of such Golf Course Use Payments (excluding the portion of the Complimentary Golf Rounds Fee attributable to the aggregate of the Annual Other Sponsored Rounds Fees for all of the Golf Courses) loss that User proves could have been reasonably avoided; plus (B) (x) the Golf Course Use Payments (excluding the portion of the Complimentary Golf Rounds Fee attributable to the aggregate of the Annual Other Sponsored Rounds Fees for all of the Golf Courses) which (if this Agreement had not been terminated) would have been payable hereunder from the time of award until the then Stated Expiration Date, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%), less (y) the Golf Course Use Payments (excluding the portion of the Complimentary Golf Rounds Fee attributable to the aggregate of the Annual Other Sponsored Rounds Fees for all of the Golf Courses) loss from the time of the award until the then Stated Expiration Date that User proves could be reasonably avoided, discounted to present value by applying a discount rate equal to the discount rate of the Federal Reserve Bank of New York at the time of award, plus one percent (1%) (it being understood the foregoing calculation of damages for unpaid Golf Course Use Payments applies only to the amount of unpaid Golf Course Use Payments damages owed to Owner pursuant to User's obligation to pay Golf Course Use Payments hereunder and does not prohibit or otherwise shall not limit Owner from seeking damages for any indemnification or any other obligations of User hereunder, with all such rights of Owner reserved). As used in clause (A), the "worth at the time of award" shall be computed by allowing interest at the Overdue Rate from the date the applicable amount was due.

**13.5 Application of Funds.** Any payments received by Owner under any of the provisions of this Agreement during the existence or continuance of any User Event of Default which are made to Owner rather than User due to the existence of an User Event of Default shall be applied to User's obligations in the order which Owner may reasonably determine or as may be prescribed by applicable Legal Requirements.



**13.6 Owner's Right to Cure User's Default.** If User shall fail to make any payment or to perform any act required to be made or performed hereunder when due, in all cases, after the expiration of any cure period provided for herein, Owner, without waiving or releasing any obligation or default, may, but shall be under no obligation to, make such payment or perform such act for the account and at the expense of User. All sums so paid by Owner and all costs and expenses, including reasonable attorneys' fees and expenses, so incurred, together with interest thereon at the Overdue Rate from the date on which such sums or expenses are paid or incurred by Owner, shall be paid by User to Owner on demand as an Additional Charge.

**13.7 Reduction of Minimum Rounds Per Month and Minimum Rounds Per Year.** Notwithstanding anything in this Agreement to the contrary, if Owner breaches its obligations under Schedule 1 to Exhibit B attached hereto to reserve (i.e., set aside) tee times for User's (or User's Affiliates') guests' use, then the applicable Minimum Rounds Per Month and the applicable Minimum Rounds Per Year shall each be reduced by the applicable number of tee times which Owner fails to reserve (i.e., set aside) for User's (or User's Affiliates') guests' use in accordance with Schedule 1 to Exhibit B attached hereto (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith).

**13.8 Miscellaneous.**

(a) Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Golf Course Use Payments payable hereunder, or for any other sums payable by User to Owner pursuant to this Agreement, may be brought by Owner from time to time at Owner's election, and nothing herein contained shall be deemed to require Owner to await the date whereon this Agreement and the Term would have expired by limitation had there been no User Event of Default or termination.

(b) No failure by either Party to insist upon the strict performance of any agreement, term, covenant or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Owner of full or partial payment of any Golf Course Use Payments during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Agreement to be performed or complied with by either Party, and no breach thereof, shall be or be deemed to be waived, altered or modified except by a written instrument executed by the Parties. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. In the event Owner claims in good faith that User has breached any of the agreements, terms, covenants or conditions contained in this Agreement, Owner shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though summary proceedings or other remedies were not provided for in this Agreement.

(c) Except to the extent otherwise expressly provided in this Agreement, each right and remedy of a Party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity (subject to the limitations on the calculation of unpaid Golf Course Use Payments set forth in Section 13.4 above).

(d) Nothing contained in this Article XIII or otherwise shall vitiate or limit User's or Owner's obligation to pay the other Party's attorneys' fees as and to the extent provided in Article XXV hereof, or any indemnification obligations under any express indemnity made by User of Owner or of any Owner Indemnified Parties or by Owner of User or of any User Indemnified Parties as contained in this Agreement.

#### ARTICLE XIV LICENSING EVENTS

**14.1 Owner Licensing Event.** If there shall occur an Owner Licensing Event and any aspect of such Owner Licensing Event is attributable to a member of the Owner Subject Group, then User shall notify Owner as promptly as practicable after becoming aware of such Owner Licensing Event (but in no event later than twenty (20) days after becoming aware of such Owner Licensing Event). In such event, Owner shall, and shall use commercially reasonable efforts to cause the other members of the Owner Subject Group to, use commercially reasonable efforts to assist User and its Affiliates in resolving such Owner Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If, despite these efforts, such Owner Licensing Event cannot be resolved to the satisfaction of the applicable Gaming Authorities within the time period required by such Gaming Authorities, User shall have the right, at its election in its sole discretion, either to (a) terminate this Agreement or (b) cause this Agreement to temporarily cease to be in force or effect, until such time, if any, as the Owner Licensing Event is resolved to the satisfaction of the applicable Gaming Authorities and User in its sole discretion, upon no less than ninety (90) days' written notice thereof to Owner following an Owner Licensing Event which is not cured within the period required by the applicable Gaming Authorities (or such lesser time as required by any applicable Gaming Authority).

**14.2 User Licensing Event.** If there shall occur a User Licensing Event and any aspect of such User Licensing Event is attributable to a member of the User Subject Group, then Owner shall notify User as promptly as practicable after becoming aware of such User Licensing Event (but in no event later than twenty (20) days after becoming aware of such User Licensing Event). In such event, User shall and shall use commercially reasonable efforts to cause the other members of the User Subject Group to use commercially reasonable efforts to assist Owner and its Affiliates in resolving such User Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If, despite these efforts, such User Licensing Event cannot be resolved to the satisfaction of the applicable Gaming Authorities within the time period required by such Gaming Authorities, Owner shall have the right, at its election in its sole discretion, either to (a) terminate this Agreement or (b) cause this

Agreement to temporarily cease to be in force or effect, until such time, if any, as the User Licensing Event is resolved to the satisfaction of the applicable Gaming Authorities and Owner in its sole discretion, upon no less than ninety (90) days' written notice thereof to User following a User Licensing Event which is not cured within the period required by the applicable Gaming Authorities (or such lesser time as required by any applicable Gaming Authority).

## ARTICLE XV INDEMNIFICATION

In addition to the other indemnities contained herein, and notwithstanding the existence of any insurance carried by or for the benefit of Owner or User, and without regard to the policy limits of any such insurance, (a) User shall protect, indemnify, save harmless and defend Owner and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "Owner Indemnified Parties"; each individually, an "Owner Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, causes of action, suits, criminal or civil actions or similar proceedings, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against any Owner Indemnified Party (excluding any indirect, special, punitive or consequential damages as provided in Section 27.3) by reason of any gross negligence or willful misconduct of any User Indemnified Party (as hereinafter defined); and (b) Owner shall protect, indemnify, save harmless and defend User and its principals, partners, officers, members, directors, shareholders, employees, managers, agents and servants (collectively, the "User Indemnified Parties"; each individually, a "User Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, suits, criminal or civil actions or similar proceedings, costs and expenses, including reasonable documented attorneys', consultants' and experts' fees and expenses, imposed upon or incurred by or asserted against any User Indemnified Party (excluding any indirect, special, punitive or consequential damages as provided in Section 27.3) by reason of any gross negligence or willful misconduct of any Owner Indemnified Party. Any amounts which become payable by Owner or User under this Article XV shall be paid within ten (10) days after liability therefor is determined by a final non appealable judgment or settlement or other agreement of the Parties, and if not timely paid shall bear interest at the Overdue Rate from the date of such determination to the date of payment. Owner, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the User Indemnified Parties; and User, with its counsel and at its sole cost and expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against the Owner Indemnified Parties. For purposes of this Article XV, any acts or omissions of Owner, or by employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of Owner, shall be strictly attributable to Owner; and any acts or omissions of User, or by employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of User, shall be strictly attributable to User.

**ARTICLE XVI**  
**TRANSFERS BY OWNER**

**16.1 Transfers Generally.** Owner may sell, assign, transfer or convey, without User's consent, all of the Golf Courses, any individual Golf Course or any portion of any Golf Course, or any interest therein. If the subject transaction involves a sale, assignment, transfer or conveyance of all of the Golf Courses, then this Agreement shall be assigned to the applicable transferee such that such transferee shall become successor Owner as if an original party to this Agreement. If the subject transaction involves a sale, assignment, transfer or conveyance of any individual Golf Course (or several Golf Courses but not all of the Golf Courses), then (a) subject to Section 16.2 below, this Agreement shall remain in full force and effect with respect to the Golf Course(s) not transferred to the applicable transferee, and (b) a Severance Agreement with such transferee shall be entered into with respect to the Golf Course(s) transferred to the applicable transferee as described in Section 16.2 below. If the subject transaction involves a sale, assignment, transfer or conveyance of a portion (but not all) of any individual Golf Course, then (i) this Agreement shall remain in effect so long as such Golf Course is not thereby rendered Unsuitable for Its Primary Intended Use, and (ii) none of the Golf Course Use Payments shall be adjusted; provided, however, that if the applicable Golf Course is rendered Unsuitable for Its Primary Intended Use, then (A) this Agreement shall terminate with respect to such Golf Course as of the closing of such transaction, and (B) commencing upon the date of such termination, (1) the CES Use Fee shall be adjusted in accordance with the CES Use Fee Reduction Amount and (2) the Minimum Rounds Per Month and the Minimum Rounds Per Year shall each be adjusted in accordance with the Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee shall be re-determined in connection therewith). If Owner (including any successor Owner) shall convey all of the Golf Courses, any individual Golf Course or any portion of any Golf Course, then Owner shall be released from all future liabilities and obligations of Owner under this Agreement with respect to the Golf Course(s) or the applicable portion of a Golf Course (provided such conveyance of such portion of the Golf Course does not affect the Primary Intended Use of the remaining portion of such Golf Course as an eighteen (18) hole golf course) transferred to the applicable transferee upon the later of (x) such conveyance and (y) the applicable transferee's (A) express assumption of all liabilities and obligations of Owner under this Agreement relating to such transferred Golf Course(s) arising after such conveyance and (B) in the event at least one (1), but less than all, of the Golf Courses are so conveyed, execution of a Severance Agreement, and all liabilities and obligations of Owner hereunder relating to such transferred Golf Course(s) shall thereafter be binding upon such transferee. Notwithstanding anything to the contrary herein, Owner shall not sell, assign, transfer or convey any of the Golf Courses, or assign this Agreement, to (1) a Tenant Prohibited Person (as defined in the MLSA), (2) a Manager Prohibited Person (as defined in the MLSA), or (3) any Person that is associated with a Person who has been found "unsuitable", denied a Gaming License or otherwise precluded from participation in the gaming industry by any Gaming Authority, where such association may adversely affect any of User's or its Affiliates' Gaming Licenses or User's or its Affiliates' then-current standing with any Gaming Authority. Any assignment or transfer under this Article XVI shall be subject to all applicable Legal Requirements, and no such assignment or transfer shall be effective until any applicable approvals, if applicable, are obtained.

**16.2 Severance Agreements.** In the event Owner desires to sell or otherwise transfer at least one (1), but less than all, of the Golf Courses (in whole but not in part) to a third party or to an affiliate of Owner, then the Parties shall enter into a Severance Agreement with respect to such Golf Course, in accordance with the following provisions:

(a) Owner shall give User not less than fifteen (15) days' advance written notice of a Severance Agreement, and User shall thereafter, within said fifteen (15)-day period (or such longer period of time as Owner may require; it being understood that Owner may delay or cancel a Severance Agreement in the event that the underlying sale or transfer of a Golf Course is delayed or cancelled for any reason), execute, acknowledge and deliver a Severance Agreement to the new owner of the applicable Golf Course for the remaining Term and on substantially the same terms and conditions as this Agreement (except for appropriate adjustments (including to Exhibits and Schedules), including such adjustments as are described in this Article XVI), and in any case no less favorable to User than the terms and conditions of this Agreement.

(b) In the event a Severance Agreement is entered into, Owner may, before the Severance Agreement is executed, elect, in its sole discretion, for the Membership Fee that was in effect under this Agreement immediately prior to the effective date of such Severance Agreement to remain in full force and effect under this Agreement (a "Membership Fee Retainage Election"). If Owner timely makes a Membership Fee Retainage Election (which election may be included in the notice provided pursuant to Section 16.2(a) above), then the Severance Agreement shall provide that no amount is payable under such Severance Agreement in respect of any Membership Fee and the Membership Fee payable under this Agreement shall not be reduced. If Owner does not timely make a Membership Fee Retainage Election, then (i) the Membership Fee payable under the Severance Agreement at the time of the commencement of such Severance Agreement shall be equal to the amount of the Membership Fee Reduction Amount for the applicable Golf Course to be subject to such Severance Agreement, and (ii) correspondingly, upon the effective date of the Severance Agreement, the Membership Fee payable hereunder shall be reduced by such Membership Fee Reduction Amount.

(c) The CES Use Fee payable under the Severance Agreement at the time of the commencement of such Severance Agreement shall be equal to the amount of the CES Use Fee Reduction Amount for the applicable Golf Course to be subject to such Severance Agreement. Correspondingly, upon the effective date of the Severance Agreement, the CES Use Fee payable hereunder shall be reduced by such CES Use Fee Reduction Amount.

(d) The Minimum Rounds Per Month and Minimum Rounds Per Year under the Severance Agreement at the time of the commencement of such Severance Agreement shall be determined in accordance with the Minimum Rounds Reduction Amount for the applicable Golf Course to be subject to such Severance Agreement (and the Complimentary Golf Rounds Fee payable under such Severance Agreement shall be determined in connection therewith). Correspondingly, upon the effective date of the Severance Agreement, the Minimum Rounds Per Month and Minimum Rounds Per Year hereunder shall each be adjusted in accordance with such Minimum Rounds Reduction Amount (and the Complimentary Golf Rounds Fee payable hereunder shall be re-determined in connection therewith).

(e) This Agreement shall automatically terminate with respect to the applicable Golf Course that is subject to such Severance Agreement as of the effective date of such Severance Agreement.

(f) User shall take such actions and execute and deliver such documents, including, without limitation, amended Memorandum(s) of Agreement and, if requested by Owner, an amendment to this Agreement, as are reasonably necessary and appropriate to effectuate fully the provisions and intent of this Article XVI, and as Owner may reasonably request to evidence such removal of the applicable Golf Course from this Agreement.

(g) All reasonable, documented out-of-pocket costs and expenses actually incurred relating to a Severance Agreement (including reasonable attorneys' fees and other reasonable, documented out-of-pocket costs incurred by User for outside counsel, if any) shall (i) be borne by Owner and not User and (ii) be reimbursed to User by Owner within ten (10) days after Owner's receipt of written demand therefor from User.

(h) At the option of such new owner, a Severance Agreement may provide that the new owner of the applicable Golf Course shall have the right to terminate such Severance Agreement on or after the date that is five (5) years after the commencement of such Severance Agreement (the date on which such Severance Agreement terminates pursuant to such new owner's exercise of such termination right, the "Severance Agreement Termination Date"), in which event such Severance Agreement and the obligations of User to pay the Golf Course Use Payments payable thereunder shall continue through (and including) the Severance Agreement Termination Date.

**16.3 No Release of Owner's Obligations; Exception.** The liability of Owner and any immediate and remote successor in interest of Owner (by assignment or otherwise), and the due performance of the obligations of this Agreement on Owner's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) stipulation which extends the time within which an obligation under this Agreement is to be performed, (ii) waiver of the performance of an obligation required under this Agreement that is not entered into by User in a writing executed by User and expressly stated to be for the benefit of Owner or such successor, or (iii) failure to enforce any of the obligations set forth in this Agreement, *provided* that Owner shall not be responsible for any additional obligations or liability arising as the result of any modification or amendment of this Agreement by User and any assignee of Owner that is not an Affiliate of Owner.

## **ARTICLE XVII TRANSFERS BY USER**

**17.1 Assignment.** Other than as expressly provided herein (including the permitted assignments described in this Article XVII), User shall not, without Owner's prior written consent (which, except as specifically set forth herein, may be withheld in Owner's sole and absolute discretion), voluntarily or by operation of law assign (which term includes any transfer, sale, encumbering, pledge or other transfer or hypothecation), directly or indirectly, in whole or in part, this Agreement. Any Change of Control of User (or, subject to Section 17.2 below, any transfer of direct or indirect interests in User that results in a Change of Control) shall constitute an assignment of User's interest in this Agreement within the meaning of this Article XVII and the provisions requiring consent contained herein shall apply thereto. Any assignment or transfer under this Article XVII shall be subject to all applicable Legal Requirements, and no such assignment or transfer shall be effective until any applicable approvals, if applicable, are obtained.

**17.2 Permitted Assignments and Transfers.** Notwithstanding the foregoing or anything to the contrary contained herein, (i) the assignments, transfers and other actions or transactions (excluding Subleases (as such term is defined in the Non-CPLV Lease)) permitted under Section 22.2 of the Non-CPLV Lease shall be permitted hereunder, and (ii) this Agreement may be assigned or transferred by User to the Person(s) to whom the Non-CPLV Tenant assigns or transfers its interest in the Non-CPLV Lease in accordance with the terms thereof. Further, any Permitted User Lender shall have the same right to receive any notice of a default by User under this Agreement or termination of this Agreement and the same right to cure such default or act or omission which gave rise to such default as such Permitted User Lender would have with respect to a default by the Non-CPLV Tenant under the Non-CPLV Lease or termination of the Non-CPLV Lease as set forth in Article XVII of the Non-CPLV Lease, as if such provisions were set forth in this Agreement *mutatis mutandis*.

**17.3 Costs.** User shall reimburse Owner for Owner's reasonable out-of-pocket costs and expenses actually incurred in conjunction with the processing and documentation of any assignment or transfer of this Agreement by User, including reasonable documented attorneys', architects', engineers' or other consultants' fees whether or not such assignment or transfer is actually consummated.

**17.4 No Release of User's Obligations; Exception.** No assignment shall relieve User of its obligation to pay each of the Golf Course Use Payments and to perform all of the other obligations to be performed by User hereunder. The liability of User and any immediate and remote successor in interest of User (by assignment or otherwise), and the due performance of the obligations of this Agreement on User's part to be performed or observed, shall not in any way be discharged, released or impaired by any (i) stipulation which extends the time within which an obligation under this Agreement is to be performed, (ii) waiver of the performance of an obligation required under this Agreement that is not entered into by Owner in a writing executed by Owner and expressly stated to be for the benefit of User or such successor, or (iii) failure to enforce any of the obligations set forth in this Agreement, *provided* that User shall not be responsible for any additional obligations or liability arising as the result of any modification or amendment of this Agreement by Owner and any assignee of User that is not an Affiliate of User.

**17.5 Merger of CEOC.** The Parties acknowledge that, immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC, a Delaware limited liability company. Notwithstanding anything herein to the contrary, Owner consents to such merger.

## ARTICLE XVIII

### ESTOPPEL CERTIFICATES

Each of Owner and User shall, at any time and from time to time upon receipt of not less than ten (10) Business Days' prior written request from the other Party, furnish a certificate (an "Estoppel Certificate") certifying (i) that this Agreement is unmodified and in full force and

effect, or that this Agreement is in full force and effect and, if applicable, setting forth any modifications; (ii) each of the Golf Course Use Payments and Additional Charges payable hereunder and the dates to which each of the Golf Course Use Payments and Additional Charges payable have been paid; (iii) that the address for notices to be sent to the Party furnishing such Estoppel Certificate is as set forth in this Agreement (or, if such address for notices has changed, the correct address for notices to such party); (iv) whether or not, to its actual knowledge, such Party or the other Party is in default in the performance of any covenant, agreement or condition contained in this Agreement (together with back-up calculation and information reasonably necessary to support such determination) and, if so, specifying each such default of which such Party may have knowledge; and (v) responses to such other questions or statements of fact as such other Party may reasonably request. Any such Estoppel Certificate may be relied upon by the receiving Party and any current or prospective Fee Mortgagee (and their successors and assigns) or purchaser of the Golf Courses, as applicable.

## **ARTICLE XIX**

### **NO WAIVER**

No delay, omission or failure by Owner to insist upon the strict performance of any term hereof or to exercise any right, power or remedy hereunder and no acceptance of full or partial payment of any Golf Course Use Payments during the continuance of any default or User Event of Default shall impair any such right or constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

## **ARTICLE XX**

### **REMEDIES CUMULATIVE**

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Owner now or hereafter provided either in this Agreement or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Owner of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Owner of any or all of such other rights, powers and remedies.

## **ARTICLE XXI**

### **ACCEPTANCE OF SURRENDER**

No surrender to Owner of this Agreement or of the Golf Courses or any part thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Owner, and no act by Owner or any representative or agent of Owner, other than such a written acceptance by Owner, shall constitute an acceptance of any such surrender.



**ARTICLE XXII  
OWNER FINANCING**

Owner may from time to time, directly or indirectly, create or otherwise cause to exist any Fee Mortgage upon the Golf Courses or any portion thereof or interest therein (including direct or indirect interests in Owner which are pledged pursuant to a mezzanine loan or other financing arrangement). This Agreement is and at all times shall be subject and subordinate to any Existing Fee Mortgage and any other Fee Mortgage which may hereafter affect the Golf Courses or any portion thereof or interest therein and in each case to all renewals, modifications, consolidations, replacements, restatements and extensions thereof or any parts or portions thereof. If, in connection with obtaining any Fee Mortgage or entering into any agreement relating thereto, Owner shall request in writing (a) reasonable cooperation from User or (b) reasonable amendments or modifications to this Agreement, in each case required to comply with any reasonable request made by Fee Mortgagee, User shall reasonably cooperate with such request, so long as (i) no default in any material respect by Owner beyond applicable cure periods is continuing, (ii) all reasonable documented out-of-pocket costs and expenses incurred by User in connection with such cooperation, including, but not limited to, its reasonable documented attorneys' fees, shall be paid by Owner and (iii) any requested action, including any amendments or modifications of this Agreement, shall not (A) increase User's monetary obligations under this Agreement by more than a de minimis extent, or increase User's non-monetary obligations under this Agreement in any material respect, or decrease Owner's obligations under this Agreement in any material respect, (B) diminish User's rights under this Agreement in any material respect, (C) adversely impact the value of the Golf Courses by more than a de minimis extent or otherwise have a more than de minimis adverse effect on the Golf Courses, User or Owner, or (D) result in a default under any Permitted User Security Instrument.

**ARTICLE XXIII  
INTENTIONALLY OMITTED  
ARTICLE XXIV  
NOTICES**

Any notice, request, demand, consent, approval or other communication required or permitted to be given by either Party hereunder to the other Party shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, by hand delivery or express courier service, by email transmission or by an overnight express service to the following address:

To Owner:

c/o VICI Golf LLC  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: [corplaw@viciproperties.com](mailto:corplaw@viciproperties.com)

To User:

Caesars Enterprise Services, LLC and CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

or to such other address as either Party may hereafter designate. Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, Notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by email shall be deemed given only upon an independent, non-automated confirmation from the recipient acknowledging receipt.

#### **ARTICLE XXV ATTORNEYS' FEES**

If Owner or User brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein. In addition to the foregoing and other provisions of this Agreement that specifically require User to reimburse, pay or indemnify against Owner's attorneys' fees, User shall pay, as Additional Charges, all of Owner's reasonable documented outside attorneys' fees incurred in connection with the enforcement of this Agreement (except to the extent provided above), including reasonable documented attorneys' fees incurred in connection with the review, negotiation or documentation of any assignment or any consent requested in connection with such enforcement, and the collection of any past due Golf Course Use Payments.

#### **ARTICLE XXVI ANTI-TERRORISM REPRESENTATIONS**

Each Party hereby represents and warrants to the other Party that neither such representing Party nor, to its knowledge, any persons or entities holding any Controlling legal or beneficial interest whatsoever in it are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "Prohibited Persons"). Each Party hereby represents and warrants to the other Party that no funds tendered to such other Party by such tendering Party under the terms of this Agreement are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Neither Party will during the Term knowingly engage in any transactions or dealings, or knowingly be otherwise associated with, any Prohibited Persons in connection with the Golf Courses.

**ARTICLE XXVII**  
**MISCELLANEOUS**

**27.1 Survival.** Anything contained in this Agreement to the contrary notwithstanding, all claims against, and liabilities, obligations and indemnities of User or Owner arising or in respect of any period prior to the Expiration Date shall survive the Expiration Date.

**27.2 Severability.** Subject to Section 27.17, if any term or provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

**27.3 Non-Recourse.** User specifically agrees to look solely to the Golf Courses for recovery of any judgment from Owner (and Owner's liability hereunder shall be limited solely to its interest in the Golf Courses, and no recourse under or in respect of this Agreement shall be had against any other assets of Owner whatsoever). The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that User might otherwise have to obtain injunctive relief against Owner, or any action not involving the personal liability of Owner. In no event shall either Party ever be liable to the other Party for any indirect, consequential, lost profits, punitive, exemplary, statutory or treble damages suffered from whatever cause (other than, as to all such forms of damages, (i) if Owner has terminated this Agreement, any damages as provided under Section 13.4 hereof, (ii) if Owner has not terminated this Agreement, any damages as provided for herein, and (iii) a claim (including an indemnity claim) for recovery of any such damages that the claiming party is required by a court of competent jurisdiction or the expert to pay to a third party (other than to the extent resulting from the claiming party's gross negligence, willful misconduct or default hereunder), and the Parties acknowledge and agree that the rights and remedies in this Agreement, and all other rights and remedies at law and in equity, will be adequate in all circumstances for any claims the parties might have with respect to damages. It is specifically agreed that no constituent member, partner, owner, director, officer or employee of a Party shall ever be personally liable for any judgment (in respect of obligations under or in connection with this Agreement) against, or for the payment of any monetary obligation under or in respect of this Agreement, such Party, to the other Party.

**27.4 Successors and Assigns.** This Agreement shall be binding upon Owner and its permitted successors and assigns and, subject to the provisions of Article XVII, upon User and its successors and assigns.

**27.5 Arbitration.** In the event of a dispute with respect to this Agreement, or in any case when this Agreement expressly provides for the settlement or determination of a dispute or question by an Expert pursuant to this Section 27.5 (in any such case, a "Section 27.5 Dispute") such dispute shall be determined in accordance with an arbitration proceeding as set forth in this Section 27.5.

(a) Any Section 27.5 Dispute shall be determined by an arbitration panel comprised of three members, each of whom shall be an Expert (the “Arbitration Panel”). No more than one panel member may be with the same firm and no panel member may have an economic interest in the outcome of the arbitration.

(b) The Arbitration Panel shall be selected as set forth in this Section 27.5(b). If a Section 27.5 Dispute arises and if Owner and User are not able to resolve such dispute after at least fifteen (15) days of good faith negotiations, then either Party shall each have the right to submit the dispute to the Arbitration Panel, upon written notice to the other Party (the “Arbitration Notice”). The Arbitration Notice shall identify one member of the Arbitration Panel who meets the criteria of the above paragraph. Within five (5) Business Days after the receipt of the Arbitration Notice, the Party receiving such Arbitration Notice shall respond in writing identifying one member of the Arbitration Panel who meets the criteria of the above paragraph. Such notices shall include the name, address and other pertinent contact information, and qualifications of its member of the Arbitration Panel. If a Party fails to timely select its respective panel member, the other Party may notify such Party in writing of such failure, and if such Party fails to select its respective panel member within three (3) Business Days after receipt of such notice, then such other Party may select and identify to such Party such panel member on such Party’s behalf. The third member of the Arbitration Panel will be selected by the two (2) members of the Arbitration Panel who were selected by Owner and User; provided, that if, within five (5) Business Days after they are identified, they fail to select a third member, or if they are unable to agree on such selection, Owner and User shall cause the third member of the Arbitration Panel to be appointed by the managing officer of the American Arbitration Association.

(c) Within ten (10) Business Days after the selection of the Arbitration Panel, Owner and User each shall submit to the Arbitration Panel a written statement identifying its summary of the issues. Owner and User may also request an evidentiary hearing on the merits in addition to the submission of written statements. The Arbitration Panel shall make its decision within twenty (20) days after the later of (i) the submission of such written statements, and (ii) the conclusion of any evidentiary hearing on the merits. The Arbitration Panel shall reach its decision by majority vote and shall communicate its decision by written notice to Owner and User.

(d) The decision by the Arbitration Panel shall be final, binding and conclusive and shall be non-appealable and enforceable in any court having jurisdiction. All hearings and proceedings held by the Arbitration Panel shall take place in New York, New York unless otherwise mutually agreed by the Parties and the Arbitration Panel.

(e) The resolution procedure described herein shall be governed by the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes in effect as of the Commencement Date.

(f) Owner and User shall bear equally the fees, costs and expenses of the Arbitration Panel in conducting any arbitration described in this Section 27.5.

**27.6 Governing Law.** THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY. ACCORDINGLY, IN ALL RESPECTS THIS AGREEMENT (AND ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OR CONFLICTS OF LAW) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

**27.7 Waiver of Trial by Jury.** EACH OF OWNER AND USER ACKNOWLEDGES THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTION OF THE UNITED STATES AND THE STATES OF NEVADA AND NEW YORK. EACH OF OWNER AND USER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR (ii) IN ANY MANNER CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF OWNER AND USER WITH RESPECT TO THIS AGREEMENT (OR ANY AGREEMENT FORMED PURSUANT TO THE TERMS HEREOF) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREINAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; EACH OF OWNER AND USER HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**27.8 Entire Agreement.** This Agreement (including the Exhibits and Schedules hereto) constitutes the entire and final agreement of the Parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the Parties. Owner and User hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the use of the Golf Courses are merged into and revoked by this Agreement (together with the related agreements referenced above).

**27.9 Headings.** All captions, titles and headings to sections, subsections, paragraphs, exhibits or other divisions of this Agreement, and the table of contents, are only for the convenience of the Parties and shall not be construed to have any effect or meaning with respect to the other contents of such sections, subsections, paragraphs, exhibits or other divisions, such other content being controlling as to the agreement among the Parties.

**27.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. This Agreement may be effectuated by the exchange of electronic copies of signatures (*e.g.*, .pdf), with electronic copies of this executed Agreement having the same force and effect as original counterpart signatures hereto for all purposes.

**27.11 Interpretation.** Both Owner and User have been represented by counsel and this Agreement and every provision hereof has been freely and fairly negotiated. Consequently, all provisions of this Agreement shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

**27.12 Further Assurances.** The Parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Agreement.

**27.13 Confidential Information.** Each Party hereby agrees to, and to cause its Representatives to, maintain the confidentiality of all non-public information received pursuant to this Agreement (including the names of any and all individuals that use any Complimentary Golf Rounds (the “Protected Names”)); provided that nothing herein shall prevent any Party from disclosing any such non-public information (a) other than with respect to the Protected Names, in the case of Owner, to any Affiliate of Owner, (b) in the case of User, to any Affiliate of User, (c) in any legal, judicial or administrative proceeding or other compulsory process or otherwise as required by applicable Legal Requirements (in which case the disclosing Party shall promptly notify the other Parties, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over a Party or its affiliates (in which case the disclosing Party shall, other than with respect to routine, periodic inspections by such regulatory authority, promptly notify the other Parties, in advance, to the extent permitted by law), (e) to its Representatives who are informed of the confidential nature of such information and have agreed to keep such information confidential (and the disclosing Party shall be responsible for such Representatives’ compliance therewith), (f) to the extent any such information becomes publicly available other than by reason of disclosure by the disclosing Party or any of its respective Representatives in breach of this Section 27.13, (g) other than with respect to the Protected Names, to the extent that such information is received by such Party from a third party that is not, to such Party’s knowledge, subject to confidentiality obligations owing to the other Parties or any of their respective affiliates or related parties or (h) other than with respect to the Protected Names, to the extent that such information is independently developed by such Party. The foregoing shall not preclude Owner from sending Owner’s golf offers and other promotional materials to (i) any individual that uses any Complimentary Golf Rounds, provided Owner has independently obtained the name and contact information of such individual (i.e., other than by reason of such individual’s use of any Complimentary Golf Rounds) and such individual has consented to receive such promotional materials, and (ii) any individual that has golfed at any of the Golf Courses prior to the Commencement Date and whose name and contact information are included in the Golf Database Information (as such term is defined on Exhibit C attached hereto), provided such individual has consented to receive such promotional materials. Each of the Parties acknowledges that it and its Representatives may receive material non-public information with respect to the other Party and its Affiliates and that each such Party is aware (and will so advise its Representatives) that federal and state securities laws and other applicable laws may impose restrictions on purchasing, selling, engaging in transactions or otherwise trading in securities of the other Party and its Affiliates with respect to which such Party or its Representatives has received material non-public information so long as such information remains material non-public information

**27.14 Time of Essence.** TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH PROVISION HEREOF IN WHICH TIME OF PERFORMANCE IS ESTABLISHED.

**27.15 Consents, Approval and Notices.**

(a) All consents and approvals that may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting of any consent or approval by Owner or User to the performance of any act by User or Owner requiring the consent or approval of Owner or User under any of the terms or provisions of this Agreement shall relate only to the specified act or acts thereby consented to or approved and, unless otherwise specified, shall not be deemed a waiver of the necessity for such consent or approval for the same or any similar act in the future, and/or the failure on the part of Owner or User to object to any such action taken by User or Owner without the consent or approval of the other Party, shall not be deemed a waiver of their right to require such consent or approval for any further similar act; and User hereby expressly covenants and agrees that as to all matters requiring Owner's consent or approval under any of the terms of this Agreement, User shall secure such consent or approval for each and every happening of the event requiring such consent or approval, and shall not claim any waiver on the part of Owner of the requirement to secure such consent or approval.

(b) Each Party acknowledges that in granting any consents, approvals or authorizations under this Agreement, and in providing any advice, assistance, recommendation or direction under this Agreement, neither such Party nor any Affiliates thereof guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (i) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (ii) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); provided, however, each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

(c) Any notice, report or information required to be delivered by User hereunder may be delivered collectively with any other notices, reports or information required to be delivered by User hereunder as part of a single report, notice or communication. Any such notice, report or information may be delivered to Owner by User providing a representative of Owner with access to User's or its Affiliate's electronic databases or other information systems containing the applicable information and notice that information has been posted on such database or system.

**27.16 Apportionment of Revenue and Expenses.** For the avoidance of doubt, the Parties hereby acknowledge that (a) all items of operating revenue and operating expenses of each Golf Course, with respect to the period prior to 12:00 a.m. local time (the "Cut-off Time") at such Golf Course on the Commencement Date, shall be for the account of the entity that owned such Golf Course on the day immediately preceding the Commencement Date, and (b) all items of operating revenue and operating expenses of each Golf Course, with respect to the period from and after the Cut-off Time, shall be for the account of Owner.

**27.17 Single, Indivisible Agreement.** This Agreement constitutes one indivisible usage agreement with respect to the Golf Courses and not separate usage agreements governed by similar terms. The Golf Courses constitutes one economic unit, and each of the Golf Course Use Payments and all other provisions have been negotiated and agreed upon based on usage of all of the Golf Courses by User as a single, composite, inseparable transaction and would have been substantially different had separate usage agreements or a divisible usage agreement been intended. Except as expressly provided in this Agreement for specific, isolated purposes (and then only to the extent expressly otherwise stated), all provisions of this Agreement apply equally and uniformly to all components of the Golf Courses collectively as one unit. The Parties intend that the provisions of this Agreement shall at all times be construed, interpreted and applied so as to carry out their mutual objective to create an indivisible usage agreement with respect to all of the Golf Courses and, in particular but without limitation, that, for purposes of any assumption, rejection or assignment of this Agreement under 11 U.S.C. Section 365, or any successor or replacement thereof or any analogous state law, this is one indivisible and non-severable usage agreement and executory contract dealing with one legal and economic unit and that this Agreement must be assumed, rejected or assigned as a whole with respect to all (and only as to all) of the Golf Courses. The Parties may elect (in each Party's respective sole discretion, but subject to the applicable terms of this Agreement) to amend this Agreement from time to time to exclude one or more components or portions of, and/or to include one or more additional components as part of, the Golf Courses, and any such future exclusion of or addition to the Golf Courses shall not in any way change the indivisible and nonseverable nature of this Agreement and all of the foregoing provisions shall continue to apply in full force. Furthermore, under certain circumstances as more particularly and expressly provided in this Agreement above, one or more of the Golf Courses hereunder may, subject to the provisions of this Agreement, be removed from this Agreement and no longer be part of the Golf Courses and such reduction of the Golf Courses shall not in any way change the indivisible and nonseverable nature of this Agreement and all of the foregoing provisions shall continue to apply in full force with respect to the balance of the Golf Courses.

**27.18 Termination of this Agreement.** Wherever in this Agreement the action of terminating this Agreement with respect to any Golf Course (or action of similar import) is discussed, such action shall mean the termination of User's rights in and to the use of such Golf Course and the termination of such obligations of User hereunder that concern solely such Golf Course (including, without limitation, the obligations of User hereunder with respect to the portion of the Complimentary Golf Rounds Fee attributable to such Golf Course), which, for the avoidance of doubt, shall under no circumstances include or be deemed to include the obligations of User hereunder with respect to all or any portion of the Membership Fee). Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated with respect to any Golf Course, such termination shall not affect the applicable Term of this Agreement with respect to the balance of the Golf Courses with respect to which this Agreement is not so terminated, and this Agreement shall continue in



full force and effect with respect to such balance of the Golf Courses, and User shall remain obligated to pay the entirety of the Membership Fee (subject to the third (3rd) sentence of Section 16.2(b)). Following any such termination, the Parties shall execute an amendment to this Agreement to memorialize such termination; provided, however the failure to do so will not affect the effectiveness of such termination.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by Owner and User as of the date first written above.

**OWNER:**

**RIO SECCO LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**CASCATA LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**CHARIOT RUN LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**GRAND BEAR LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

Signature Page to Golf Course Use Agreement

USER:

**CAESARS ENTERPRISE SERVICES, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer

[Signatures continue on following pages]

Signature Page to Golf Course Use Agreement

**CEOC, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

[Signatures continue on following page]  
Signature Page to Golf Course Use Agreement

CLC:

**CAESARS LICENSE COMPANY, LLC,**  
a Nevada limited liability company,

By:        /s/ Randall Eisenberg  
Name:     Randall Eisenberg  
Title:     Chief Restructuring Officer

Signature Page to Golf Course Use Agreement

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EXHIBIT A-1

GOLF COURSES

1. Rio Secco (Henderson, NV)
2. Cascata (Boulder City, NV)
3. Chariot Run (Laconia, IN)
4. Grand Bear (Saucier, MS)

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EXHIBIT A-2

GROUND LEASED GOLF COURSES; EXISTING GROUND LEASES

Ground Leased Golf Courses

1. Cascata (Boulder City, NV)

Existing Ground Leases

1. Lease Agreement dated September 1, 1998, by and between the City of Boulder City, a Nevada municipal corporation, as landlord (“Cascata Landlord”), and MGM Grand Hotel, Inc., a Nevada corporation, as tenant (“Cascata Tenant”), evidenced by Memorandum of Lease dated September 1, 1998, by and between Cascata Landlord and Cascata Tenant, recorded September 23, 1998, in Book 980923 as Document No. 00395 in the Official Records of Clark County, Nevada (as amended, modified, supplemented and/or assigned from time to time)

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EXHIBIT B

USER RIGHTS AND PRIVILEGES

- Preferred access to tee times for guests of User's (or User's Affiliates') casinos and/or hotels located within the same markets as the Golf Courses, as more particularly described on Schedule 1 attached hereto
- Preferred rates for guests of User's (or User's Affiliates') casinos and/or hotels located within the same markets as the Golf Courses, as more particularly described on Schedule 2 attached hereto
- Availability for golf tournaments/events at preferred rates and discounts, as more particularly described on Schedule 3 attached hereto



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Schedule 1

Preferred Blocked Slots

- On any and all dates (including, without limitation, during heavy traffic periods around the Super Bowl and March Madness), a certain number of tee times will be reserved (i.e., set aside) for User's (or User's Affiliates') guests, as follows:
  - Cascata and Rio Secco: Slots will be blocked at each Golf Course for six (6) tee times per day (up to a maximum of four (4) golfers per tee time), with all such slots to be between the hours of 7 a.m. and 11 a.m., local time
  - Grand Bear and Chariot Run: Slots will be blocked at each Golf Course for three (3) tee times per day (up to a maximum of four (4) golfers per tee time), with all such slots to be between the hours of 7 a.m. and 11 a.m., local time
- Once the above-described reserved tee times have been utilized, and at all other times when tee time inventory is limited, Owner will make commercially reasonable efforts to place User's (or User's Affiliates') guests

Notwithstanding anything to the contrary contained herein, (i) any and all slots for any reserved tee time that have not been utilized by User as of 72 hours prior to the applicable tee time shall be forfeited by User and revert back to Owner (and User shall thereafter have no right to utilize such slots), and (ii) with respect to any date on which an event or tournament is being held at a Golf Course, no slots will be blocked (i.e., no tee times will be reserved for User's (or User's Affiliates') guests) at such Golf Course on such date; provided that, with respect to each Golf Course, Owner shall not host events or tournaments at such Golf Course on more than 36 days in any 12-month period.

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Schedule 2

Discount Rate

- Tier Rate (Total Rewards members) can access blocked slots at a discount consistent with past practice, as follows:
  - Gold – 10% off the seasonal rack rate
  - Platinum – 10% off the seasonal rack rate
  - Diamond – 25% off the seasonal rack rate
  - Seven Stars – 25% off the seasonal rack rate

Notwithstanding anything to the contrary contained herein, Owner reserves the right to offer additional discounts at its discretion.

---

Schedule 3

Events

- User will be entitled to a certain number of hosted event days at the Golf Courses, as follows:
  - Cascata and Rio Secco: With respect to each Golf Course, six (6) hosted event days per year, provided that a maximum of 120 players will be allowed per event day
  - Grand Bear and Chariot Run: With respect to each Golf Course, two (2) hosted event days per year, provided that a maximum of 120 players will be allowed per event day
- At each of the above-described events, (1) a fifty percent (50%) discount off the applicable rack green fees will apply and (2) merchandise (pre-purchased) and food & beverage will be available at cost plus twenty percent (20%)

Notwithstanding anything to the contrary contained herein, (i) each event under this Schedule 3 requires a guaranteed number of players (such number to be mutually and reasonably agreed upon by Owner and User), and (ii) any and all events under this Schedule 3 must be booked nine (9) months in advance of the event date. User shall have the right to designate which individuals shall have which tee times at any event under this Schedule 3, provided the same is communicated to Owner at least 24 hours in advance of the beginning of such event.

## EXHIBIT C

### OWNER RIGHTS AND PRIVILEGES

- Guaranteed access to use up to 120 rooms at User's (or User's Affiliates') hotels, at a cost equal to the best available NET rate per room, as more particularly described on Schedule 1 attached hereto
- Certain rights and privileges of Owner with respect to User's (or User's Affiliates') casinos, hotels and/or other assets, as set forth on Schedule 2 attached hereto, to continue in a manner consistent with past practice
- If and to the extent feasible (as mutually and reasonably agreed upon by Owner and User), transfers of the phone numbers currently utilized by the Golf Courses
- To the extent permitted under applicable law, one time transfer (on a date and at a time to be mutually and reasonably agreed upon by Owner and User) of mutually agreed upon golf course database customer information, to be mutually and reasonably agreed upon by Owner and User (the "Golf Database Information")

---

Schedule 1

Guaranteed Rooms

- 60 of the 120 rooms will be available from Caesars Palace
- After accounting for the 60 rooms described in the first bullet point above, the remaining 60 of the 120 rooms will be available from a combination of Caesars Palace, Planet Hollywood, Harrah's Las Vegas, The Linq and Paris
- At 60 days out, all of the 120 rooms that have not theretofore been booked by Owner (if any) will be released back to the hotels; provided, however, that if Owner has theretofore booked less than 60 rooms at Caesars Palace, then a certain number of rooms, which number shall be equal to the lesser of (i) the number of the 60 Caesars Palace rooms described in the first bullet point above that have not theretofore been booked by Owner or (ii) 20, will continue to be available from Caesars Palace until 14 days out
- At 14 days out, all of the 120 rooms (to the extent not theretofore booked by Owner or already released back to the hotels) will be released back to the hotels

---

Schedule 2

Continued Owner Rights and Privileges

- Owner shall be entitled to the existing golf & hotel package offering that includes Rio Secco and Cascata (in the same form as was being made available to Owner immediately prior to the date hereof)
- Owner shall have the right to use the existing golf desk space in Caesars Palace, Flamingo, Bally's and Paris for no rent or other use payment, provided that Owner shall pay all labor costs and other operating expenses for maintaining such desk space
- Owner shall have the right to use retail kiosk space (comparable to such space as is in existence as of the date hereof ) within User's (or User's Affiliates') casinos, which space will be staffed by casino employees and include golf offerings
- Owner shall be entitled to exclusive mention of the Golf Courses on websites of User's (or User's Affiliates') hotels located within the same markets as the Golf Courses (including links to the tee time booking engine, phone number to golf call center, etc.)
- Golf reservation phone number shall be displayed in collateral, websites, and other property of User's (or User's Affiliates') hotels
- All of the concierge, VIP Services, sales departments, etc. of User's (or User's Affiliates') hotels shall refer golf inquiries exclusively to Owner
- User shall send an e-mail to the golf-course-specific Total Rewards database six (6) times per year with a golf offer co-developed by Owner and User

EXHIBIT D

CES USE FEE

Golf Course	Q1	Q2	Q3	Q4	Total
Rio Secco	\$156,108	\$156,108	\$156,108	\$156,108	\$ 624,434
Cascata	\$329,149	\$329,149	\$329,149	\$329,149	\$ 1,316,598
Chariot Run	\$130,242	\$130,242	\$130,242	\$130,242	\$ 520,968
Grand Bear	\$134,500	\$134,500	\$134,500	\$134,500	\$ 538,000
Total	\$750,000	\$750,000	\$750,000	\$750,000	\$3,000,000

EXHIBIT E-1

MINIMUM ROUNDS

Golf Course	Minimum # of Complimentary Golf Rounds Per Month (Minimum Rounds Per Month)												Total (Minimum Rounds Per Year)	Rate
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Rio Secco	43	83	130	63	59	36	43	71	16	102	83	6	735	\$199
Cascata	71	114	217	349	378	121	40	44	102	261	115	15	1,827	\$395
Chariot Run	21	52	120	252	359	345	398	386	390	357	204	12	2,896	\$ 69
Grand Bear	37	43	56	48	53	54	44	40	57	72	58	38	600	\$109



EXHIBIT E-2

AGGREGATE MINIMUM ROUNDS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	—	Total (Aggregate Minimum Rounds Per Year)
Aggregate Minimum Rounds Per Month	172	292	523	712	849	556	525	541	565	792	460	71	—	6,058

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EXHIBIT F

APPROVED CAPITAL IMPROVEMENTS

1. The renovation of the Rio Secco Golf Course in accordance with the approved project scope and budget applicable thereto (a copy of which is attached hereto as Schedule 1)

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Schedule 1


Approved Project Scope and Budget for Renovation of Rio Secco Golf Course

On file with the Company.

EXHIBIT G

LICENSED TRADEMARKS

Registered Trademarks

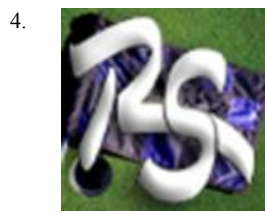
Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Rio Secco Golf Club (Design)	Nevada	32-041	5/27/1999	32-041	5/27/1999	Registered	Rio Properties, LLC
Janelas (Design) 	United States	78/706472	9/2/2005	3126836	8/8/2006	Registered	Rio Properties, LLC
Rio Secco Golf Club (Block)	United States	75/370303	10/8/1997	2223924	2/16/1999	Registered	Rio Properties, LLC

Unregistered Trademarks

1. RIO SECCO

2. 

3. 



5. JANELAS

6. 

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*Domain Names*

<u>Domain Name</u>	<u>Owner</u>
riosecco.com	Rio Properties, LLC
riosecco.net	CYBERGOLF
rioseccogolf.com	Rio Properties, LLC
rioseccogolfclub.com	Rio Properties, LLC

*Social Media Applications*

1. Twitter ([twitter.com/riosecco](https://twitter.com/riosecco))
2. Facebook ([facebook.com/RioSeccoGolfClub](https://facebook.com/RioSeccoGolfClub))
3. LinkedIn ([linkedin.com/company-beta/3918178/](https://linkedin.com/company-beta/3918178/))

TERMS AND CONDITIONS FOR USE OF THE LICENSED TRADEMARKS

**1. QUALITY CONTROL**

1.1 In order to protect the Licensed Trademarks, Owner covenants and agrees as follows:

(a) The nature and quality of all Products and Materials offered by or on behalf of Owner in accordance with Section 2.1(c) of the Agreement shall be subject to CLC's approval to ensure they meet all standards and specifications which CLC may from time to time give to Owner. Owner will comply with CLC's existing standards and specifications and with the Caesars Brand Standards Manual (the "Manual"), if any, and with all changes in said standards and specifications and in the Manual as they are made by CLC from time to time in its sole discretion.

(b) Owner will obtain CLC's approval of any material changes in the specifications and standards for any existing Products and Materials. Owner will also obtain CLC's approval of the specifications and standards for any new Products and Materials that differ materially from existing Products and Materials. If CLC does not respond to Owner's request for approval within thirty (30) days, Owner's request for approval shall be deemed disapproved by CLC.

(c) Upon reasonable notice and solely to ascertain compliance with this Section 1, representatives of CLC shall have the right during normal business hours, to enter the premises of Owner to examine Owner's business operations, including Products and Materials in stock.

(d) At CLC's reasonable request and expense, Owner shall, to the extent reasonably feasible, provide to CLC samples of Products and Materials for CLC's review and inspection in order to evaluate Owner's compliance with its obligations under this Agreement.

(e) Subject to the terms and procedures of this Section 1, Owner shall make such changes in the Products and Materials as shall be reasonably required by CLC to comply with this Section 1.

(f) Notwithstanding any other provision of this Agreement, the Products and Materials, and the manufacture, marketing, promotion, distribution and sale thereof, shall comply with all applicable state, federal and local laws, rules and regulations. To the best of Owner's knowledge, the Products and Materials being manufactured, advertised, publicized, promoted, marketed and sold as of the Commencement Date, if any, comply with such laws, rules and regulations as they exist at the time of the Commencement Date.

1.2 In the event Owner fails to materially comply with the specifications and standards established by CLC, CLC will furnish Owner with written notice identifying such failure and, if reasonably necessary, identifying the steps to cure such failure. Owner shall, upon receipt of such notification from CLC, immediately commence and thereafter diligently pursue the correction of any non-compliance and shall endeavor to achieve such correction within sixty (60) days. If Owner fails to make such corrections within such time frame, Owner shall, upon receipt of written notice from CLC: (a) cease the use, manufacture, marketing, promotion, distribution or sale of the non-complying Products and Materials; and (b) not resume the use, manufacture, marketing, promotion, distribution or sale of such non-complying Products and Materials until it has received written authorization from CLC to do so. CLC's rights under this Section 1.2 do not preclude CLC from the exercise of any rights it may have to otherwise terminate Owner's rights under this Agreement.

## **2. PROTECTION OF THE LICENSED TRADEMARKS**

2.1 Owner acknowledges and agrees that:

(a) Owner shall acquire no ownership rights to any of the Licensed Trademarks by virtue of this Agreement or otherwise, all uses by Owner of the Licensed Trademarks and the goodwill created therein shall inure to the benefit of Rio, and Owner will execute all documents reasonably requested by CLC or Rio to evidence such ownership rights;

(b) Owner shall not, during the License Term, directly or indirectly, contest or aid others in contesting Rio's ownership of the Licensed Trademarks or the validity of the Licensed Trademarks;

(c) Owner shall not, during the License Term, knowingly or negligently do anything which impairs Rio's ownership of or the validity of the Licensed Trademarks; provided, however, that nothing herein shall require Owner to use any Licensed Trademark; and

(d) Rio shall be responsible for maintaining or not maintaining the Licensed Trademarks in full force and effect, by, among other means, preparing and filing any and all necessary applications, affidavits, renewals or other documentation as may be required by law to maintain the Licensed Trademarks and any registrations thereof.

2.2 Owner may notify CLC of any infringement of the Licensed Trademarks or any act of unfair competition by third parties relating to the Licensed Trademarks whenever such infringement or act shall come to Owner's attention. Owner acknowledges that, as between the parties, CLC may, in its sole discretion, take such action (including the initiation of proceedings and participation in proceedings brought against Owner) to stop such infringement or act as CLC



may deem necessary to protect the Licensed Trademarks. In connection therewith, Owner shall cooperate to the extent reasonably requested to stop such infringement or act, and, if so requested, shall join with CLC or Rio as a party to any action brought by CLC or Rio for such purpose. As between the parties, CLC shall have full control over any action taken, including without limitation, the right to select counsel, to settle on any terms it deems advisable in its sole discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it in its sole discretion deems advisable. As between the parties, CLC shall bear all expenses connected with the foregoing. Any recovery as a result of such action shall belong solely to CLC or Rio, as applicable.

### **3. TRADEMARK USAGE AND NOTICES**

3.1 Owner shall use such trademark notices as shall be reasonably required by CLC in connection with Owner's use of the Licensed Trademarks, including the use of such notices on Products and Materials.

3.2 Notwithstanding anything to the contrary herein, Owner shall apply to the Products and Materials such notices and identifications as are required by law.

3.3 Owner agrees not to: (a) use the Licensed Trademarks in a descriptive or generic manner; (b) use distinctive features of any Licensed Trademark separate and apart from such Licensed Trademark; (c) combine any Licensed Trademark with any third party trademark; (d) use any Licensed Trademark in conjunction with any third party trademark so as to create an association with such third party trademark; or (e) alter the Licensed Trademarks in any manner without CLC's express, written approval.

EXHIBIT I

REQUIRED INSURANCE

**I. Workers Compensation and Employers Liability Insurance**

- A. Statutory workers compensation coverage
- B. Employers liability insurance:
  - \$1,000,000 each accident
  - \$1,000,000 disease, each employee
  - \$1,000,000 disease, policy limit

**II. Commercial General Liability Insurance**

- A. Limits: \$1,000,000 per occurrence  
\$2,000,000 aggregate
- B. Limits may be met through a combination of primary and excess policies
- C. Products/Completed Operations
- D. Blanket Contractual Liability
- E. Independent Contractor Liability
- F. Broad Form Property Damage
- G. Cross Liability, Severability of Interests
- H. Personal and Advertising Injury
- I. Medical Expense Coverage
- J. Fire Legal Liability/Damage to Rented Premises

**III. Commercial Automobile Liability Insurance** (when Owner will be on any of User's Properties)

- A. Limits: \$1,000,000 combined single limit
- B. Covers owned, hired and non-owned Vehicles
- C. Limits may be met through a combination of primary and excess policies

**IV. Umbrella Liability Insurance**

- A. Limits: \$25,000,000 per occurrence and aggregate
- B. Provides excess limits over General Liability, Automobile Liability, and Employers Liability coverages
- C. Coverage shall be no more restrictive than the applicable underlying policies

**V. Media Professional Liability / Cyber Liability**

- A. Limits: \$5,000,000 per occurrence and aggregate
- B. Coverage for various infringements including, but not limited to, claims arising out of the actual or ALLEGED infringement of copyright, trademark, trade name, trade dress, service mark, or service name.
- C. Coverage for failure to prevent denial of service, unauthorized access to, unauthorized use of, tampering with or the introduction of malicious or damaging code into firmware, data, software, systems or networks
- D. Coverage shall include Network Security and Privacy Liability, including:
  - i. Coverage for unauthorized access/security breach and any form of invasion of privacy including, but not limited to, the unauthorized disclosure of data, private facts, or sensitive personal information
  - ii. Coverage for liability arising from the failure to protect or the loss or disclosure of private / confidential information

- E. Coverage must be kept in force for at least two (2) years after termination of this Agreement or an extended reporting period option of at least two (2) years must be purchased

**Evidence of Insurance:**

Before the effective date of this Agreement, immediate upon the expiration or replacement of any coverage above, and upon request from time-to-time but no more than once per calendar year, Owner shall provide User with a Certificate of Insurance in accordance with the foregoing and referencing the Golf Course Use Agreement between Owner and User. Such certificate of insurance is to be uploaded by Owner to their Caesars Ariba Supplier Profile in electronic format. ***(Risk Management does not collect COI's).***

**General Terms:**

Owner agrees and represents that all policies of insurance referenced in this section shall:

- 1) be underwritten by insurers with a minimum A.M. Best rating of A-VII,
- 2) be primary and non-contributory with respect to any insurance or self-insurance program of User, and
- 3) provide a waiver of subrogation in favor of User.

Owner further agrees that any subcontractors engaged by Owner will carry like and similar insurance with the same additional insured requirements.

**Additional Insureds:**

Insurance required to be maintained by Owner pursuant to this section (excluding workers compensation) shall name ***Caesars Enterprise Services, LLC, Caesars Entertainment Operating Company, Inc., including its parents, subsidiaries, affiliates, and managed entities (and their parents, subsidiaries, and affiliates) that existed or may hereafter exist, and their respective agents, officers, members, directors, employees, successors, and assigns, are included as additional insureds.*** The coverage for an Additional Insured shall apply on a primary basis and shall be to the full limits of liability purchased by Owner, even if those limits are in excess of those required by this Agreement.

**Self-Insurance:**

In the event Owner elects to self-insure any of the coverage listed in this section, the written approval of User must first be obtained and no self-insurance limit can be over \$1,000,000.

**Representation of Insurance:**

By requiring the insurance as set out in this section, User does not represent that coverage and limits will necessarily be adequate to protect Owner, and such coverage and limits shall not be deemed as a limitation on Owner's liability under the indemnities provided to User in this Agreement, or any other provision of this Agreement.

**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(CPLV)**

**By and Among**

**Desert Palace LLC, Caesars Entertainment Operating Company, Inc. and CEOC, LLC**

**(collectively, and together with their respective successors and permitted assigns)  
as “Tenant”**

**CPLV Manager, LLC  
(together with its successors and permitted assigns)  
as “Manager”**

**Caesars Entertainment Corporation  
(together with its successors and permitted assigns)  
as “Lease Guarantor”**

**CPLV Property Owner LLC  
(together with its successors and permitted assigns)  
as “Landlord”**

**and, solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3,  
18.7.4, 18.7.5, 19.3, 20.2 and 20.16,**

**Caesars License Company, LLC  
(together with its successors and assigns)**

**and, solely for purposes of Section 20.16 and Article XXI,**

**Caesars Enterprise Services, LLC**

**Dated as of October 6, 2017**

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**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(CPLV)**

This MANAGEMENT AND LEASE SUPPORT AGREEMENT (this “**Agreement**”) is dated as of October 6, 2017, and is made and entered into by and among Desert Palace LLC, a Nevada limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and CEOC, LLC, a Delaware limited liability company (collectively or, if the context clearly requires, individually, and together with their respective successors and permitted assigns, “**Tenant**”), CPLV Manager, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Manager**”), Caesars Entertainment Corporation, a Delaware corporation (together with its successors and permitted assigns, “**CEC**”, and sometimes alternatively referred to herein as “**Lease Guarantor**”), CPLV Property Owner LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Landlord**”), solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16, Caesars License Company, LLC, a Nevada limited liability company (together with its successors and assigns, “**CLC**”), and, solely for purposes of Section 20.16 and Article XXI, Caesars Enterprise Services, LLC, a Delaware limited liability company (together with its successors and assigns, “**CES**”). Tenant, Manager, Lease Guarantor and Landlord are sometimes referred to collectively in this Agreement as the “**Parties**” and individually as a “**Party**”.

**RECITALS**

A. Pursuant to the terms of that certain Lease (CPLV) dated as of the date hereof among Tenant, as “Tenant” thereunder, and Landlord, as Landlord thereunder (such Lease, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Lease**”), Tenant will lease the Leased Property (as defined in the Lease) from Landlord.

B. Tenant intends to operate the Facility (as defined in the Lease) scheduled on Exhibit A attached hereto as a Gaming Facility in accordance with the Primary Intended Use (each as defined in the Lease) (such Facility, the “**Managed Facility**”).

C. Manager is a wholly owned indirect subsidiary of CEC with experience in operating Gaming, hotel, entertainment and related businesses.

D. Tenant desires to engage Manager to manage and operate the Managed Facility under and utilizing the Brands, and Manager desires to manage and operate the Managed Facility under and utilizing the Brands.

E. Lease Guarantor will guarantee to Landlord the payment and performance of all monetary obligations of Tenant under the Lease as more particularly described herein, on the terms and subject to the provisions, terms and conditions of this Agreement.

F. Immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC, a Delaware limited liability company.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and in consideration of the entry by the Parties into the Lease/MLSA Related Agreements as more particularly described in Section 1.3 below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS AND EXHIBITS

1.1 Definitions. All capitalized terms used without definition in the body of this Agreement shall have the meanings assigned to such terms in Exhibit B attached hereto and by this reference incorporated herein.

1.2 Exhibits. The exhibits listed in the table of contents and attached hereto are incorporated in, and deemed to be an integral part of, this Agreement.

1.3 Structure of this Agreement; Integration; Consideration. Tenant, Manager, CEC and Landlord each acknowledge and agree that, as of the date hereof, certain operating efficiencies and value will be achieved as a result of Tenant's engagement of Manager and/or Manager's Affiliates to operate and manage the Managed Facility, the Other Managed Facilities and the Other Managed Resorts that would not be possible to achieve if unrelated managers were engaged to operate each of the Managed Facility, the Other Managed Facilities and the Other Managed Resorts. The Parties further acknowledge and agree that the Parties would not enter into this Agreement, the Lease or any of the other Lease/MLSA Related Agreements absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and Lease Guaranty relationship with respect to the Managed Facility, including the lease of the Managed Facility pursuant to the Lease, the use of the Managed Facilities IP and the use of the Total Rewards Program, together with the other related Intellectual Property arrangements contemplated hereunder and under the Omnibus Agreement and the Transition Services Agreement, all of the other covenants, obligations and agreements of the Parties hereunder and all of the covenants, obligations and agreements of each of the parties under each of the other Lease/MLSA Related Agreements, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of the Parties that (a) each of the provisions of this Agreement, including (without limitation) the management and Lease Guaranty rights and obligations hereunder, form part of a single integrated agreement and shall not be or be deemed to be separate or severable agreements and (b) the Parties would not be entering into any of this Agreement, the Lease, or the other Lease/MLSA Related Agreements without, in each case, contemporaneously entering into each and every other one of such agreements, and,

accordingly, in the event of any dispute or litigation, or any bankruptcy, insolvency, dissolution or any other proceedings in respect of any Party, such Party will not (and all other Parties will oppose any effort to) separate, sever, reject, assume or assign (or attempt to, or support any other entity in attempting to, separate, sever, reject, assume or assign) any one of such agreements without concurrently treating each and every of the other of such agreements together and in the same manner, so that all such agreements are concurrently treated as one integrated agreement that is not separable or severable; *provided, however*, this Section 1.3 shall not limit the right of any Leasehold Lender to (x) make a Leasehold Foreclosure with MLSA Termination as expressly provided in Section 13.1.2 hereof or (y) enter into a New Lease and terminate this Agreement as expressly provided in Article XVII of the Lease, in each case under clause (x) or (y) subject to and in accordance with the terms of this Agreement and the Lease. Without limiting or vitiating any of the foregoing portion of this Section 1.3 (and, with respect to the Lease Guaranty, as more particularly provided in Section 17.3.5.6 hereof), each of the Parties acknowledges and agrees that, notwithstanding any attempt (by any Party or otherwise) to separate, sever, reject, assume or assign the obligations of any Party under any of the other Lease/MLSA Related Agreements, the obligations of all other Parties hereunder and thereunder (but, subject, in all events, to the provisions, terms and conditions of Article XIII and Article XXI hereof) shall continue unabated and in full force and effect. The Parties further acknowledge and agree that, notwithstanding that each of the provisions of this Agreement, the Lease and the other Lease/MLSA Related Agreements form part of a single integrated agreement, no Party shall have any obligation, or be deemed to have any obligation, to any other Party hereto (or otherwise be bound by any agreement to or with any other Party hereto), whether by virtue of its inclusion as a Party hereto, by implication or otherwise, except solely as and to the extent expressly provided in this Agreement, in the Lease or in the other Lease/MLSA Related Agreements.

## ARTICLE II

### APPOINTMENT/TERM

#### 2.1 Grant of Authority.

2.1.1 Engagement of Manager. On and subject to the terms and conditions of this Agreement, Tenant hereby engages Manager, and Manager hereby agrees to be engaged, as Tenant's agent and exclusive manager to Operate the Managed Facility during the Term. The Parties acknowledge that the scope of Manager's authority and duties to Operate the Managed Facility are limited to the authority and duties set forth in this Agreement. Tenant and Manager shall not, without the prior written consent of Landlord, cease to operate or permit the Managed Facility to cease to be operated under the "Caesars Palace" Brand.

2.1.2 Manager's Standard of Care. Manager shall (a) execute its duties under this Agreement in its reasonable business judgment (the "**Manager's Standard of Care**"), and (b) act as the agent of Tenant in connection with the performance of Manager's duties as manager of the Managed Facility under this Agreement. Tenant

agrees that Manager's duties as agent to Tenant are further subject to the terms and conditions of this Agreement (including Section 2.3) and the Operating Limitations. Except for Manager's indemnification obligations set forth in Article XII, Tenant agrees that, as between Tenant and Manager, Manager will have no liability for monetary damages or monetary relief to Tenant for any violation of Manager's Standard of Care or claims of breach of any fiduciary duties or duties as agent unless such violation or breach was due to an action or event giving rise to a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose).

2.1.3 Manager's System Policies. Tenant acknowledges that Manager and/or Manager's Affiliates operate other casino, racetrack, hotel, dining, retail, entertainment and other operations and that Manager or its Affiliates may derive benefits in addition to the fees and reimbursements paid hereunder, including in connection with marketing programs, the Total Rewards Program, Purchasing Programs, employment policies relating to the Managed Facility Personnel or other programmatic or policy activities that may be implemented from time to time at the discretion of CEC, Services Co or their Affiliates, and that extend through the majority of Gaming properties operated by Manager's Affiliates (collectively, the "**Manager's System Policies**"). Tenant agrees that Manager will not be in breach of its duties as agent hereunder if, solely as a result of Manager following the Manager's System Policies, certain aspects of the Manager's System Policies have the effect of providing greater benefit to properties owned or operated by Manager's Affiliates collectively or third parties than to the Managed Facility, so long as the Manager's System Policies (i) are designed and executed in accordance with Manager's Standard of Care, (ii) are Non-Discriminatory to the Managed Facility in both design and implementation and (iii) are not otherwise violative of or inconsistent with any provision of this Agreement; *provided* that any revisions to the Manager's System Policies after the Commencement Date shall be implemented in a Non-Discriminatory manner; and *provided, further*, that Manager shall give Tenant and Landlord prior written notice of such revisions and no such revisions shall result in a change in the overall quality and/or the level of service at the Managed Facility below that required in Section 2.1.4(a) and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto. The foregoing shall not be deemed to excuse any breach by Manager of any of the express provisions of this Agreement.

2.1.4 General Grant of Authority – Managed Facility. On and subject to the terms of this Agreement, and to the extent delegable by Tenant under the Lease, Tenant hereby grants to Manager (and Manager hereby accepts) the right, authority and responsibility during the Term, and instructs Manager during the Term, to take all such actions for and on behalf of Tenant and the Managed Facility that Manager reasonably deems necessary or advisable to Operate the Managed Facility: (a) at a standard and level of service and quality (and otherwise on terms and in a manner) for the Managed Facility that in all events is not lower than the standard and level of service and quality for the Managed Facility as of the Commencement Date; (b) in accordance in all material respects with the policies and programs in effect as of the Commencement Date at the Managed Facility (with such revisions thereto from time to time as Manager may implement in a Non-Discriminatory manner; *provided* that Manager shall give Tenant prior written notice of such revisions and no such revisions shall result in a material

change in the overall quality and/or level of service at the Managed Facility below that required in the preceding portion of this Section 2.1.4 and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto in their respective sole and absolute discretion); (c) utilizing the Managed Facilities IP and the Proprietary Information and Systems in accordance in all material respects with the standards, policies and programs generally applicable to the use and implementation of the Managed Facilities IP and the Proprietary Information and Systems and in accordance with the Omnibus Agreement; *provided* that the same are Non-Discriminatory with respect to the Managed Facility (the standards and objectives described in clauses (a) through (c) being referred to collectively as the "**Operating Standard**") and (d) in a Non-Discriminatory manner, subject in each case to the Operating Limitations. Notwithstanding anything to the contrary in this Section 2.1, Section 5.2 or any other provision of this Agreement, for the avoidance of doubt, Manager is not a subtenant, assignee or designee of Tenant under the Lease, and is acting solely as manager of the Leased Property (pursuant to this Agreement), subject to the terms and provisions of the Lease. Accordingly, except as otherwise expressly provided herein, any rights or obligations of Tenant under the Lease that are delegated to Manager hereunder shall be limited to the Term of, and by the provisions, terms and conditions of, the Lease, and to the extent expressly set forth herein. Neither the exercise (directly or indirectly) by Manager of its rights and responsibilities hereunder nor any of the provisions, terms and conditions of this Agreement or any of the other Lease/MLSA Related Agreements shall serve, or be construed, to (x) grant to Manager a possessory or other real property interest in the Leased Property or any portion thereof or (y) limit or subrogate any or all of Tenant's rights, obligations and responsibilities vis-à-vis Landlord under the Lease. Without limiting the foregoing, notices under this Agreement sent by any other Party hereto to Manager (or by Manager to any other Party hereto) shall not be deemed received by (or sent by) Tenant, and vice versa, except to the extent Tenant expressly authorizes Manager to do so on its behalf, and in the case of notices to or from Landlord, so advises Landlord of such authorization (it being understood, for the avoidance of doubt, without limitation of Section 2.5 hereof, that notices or other communications sent by Landlord to Tenant pursuant to the Lease are not required to also be sent to Manager or (except to the extent provided in the last sentence of Section 16.1 of the Lease) to Lease Guarantor, in order to be effective thereunder).

2.1.5 Specific Actions Authorized by Tenant. Without limiting the generality of the authority granted to Manager in Section 2.1.4, but subject in each case to the provisions, terms and conditions of the Lease, the Annual Budget then in effect, the Operating Limitations and the other provisions, terms and conditions set forth in this Agreement, including the Manager's Standard of Care, the Operating Standard, Applicable Law and the provisions, terms and conditions of Section 2.2, Tenant's general grant of authority under Section 2.1.4 and this Section 2.1.5 shall specifically include the right, authority and responsibility of Manager to take, on behalf of Tenant during the Term, the following actions in a Non-Discriminatory manner (either directly or, to the extent permitted under this Agreement, through a third party designated or subcontracted by Manager, which may be an Affiliate of Manager), and in a manner consistent with the corporate policy applicable to the Other Managed Facilities and Other Managed Resorts:

2.1.5.1 (a) hire, supervise, train and discharge all Managed Facility Personnel; and (b) establish all salary, fringe benefits and benefits plans for the Managed Facility Personnel;

2.1.5.2 establish and administer Bank Accounts for the operation of the Managed Facility in accordance with Section 5.4;

2.1.5.3 prepare and deliver to Tenant for Tenant's review and approval operating plans and budgets in accordance with Section 5.1;

2.1.5.4 plan, account for and supervise all repairs, capital replacements and improvements to the Managed Facility or any portion thereof in accordance with Sections 5.2.1 and 5.2.2;

2.1.5.5 establish and maintain for the Managed Facility accounting, internal controls and reporting systems that are adequate to provide Tenant, Manager and the Designated Accountant with sufficient information about the Managed Facility to permit the preparation of the financial statements and reports contemplated in Article X and which are in compliance in all material respects with all Applicable Laws;

2.1.5.6 negotiate, enter into and administer, in the name of Tenant, all subleases, service contracts, licenses and other contracts and agreements Manager deems necessary or advisable for the Operation of the Managed Facility, including contracts and licenses for: (a) health and life safety systems and security force and related security measures; (b) maintenance of all electrical, mechanical, plumbing, HVAC, elevator, boiler and other building systems; (c) electricity, gas and telecommunications (including television and internet service); (d) cleaning, laundry and dry cleaning services; (e) use of third party copyrighted materials (including games, filmed entertainment, music and videos); (f) entertainment; (g) Gaming machines and other Gaming equipment in the event applicable Gaming Regulations permit or require Tenant to own or lease and maintain such Gaming equipment and non-Gaming equipment; and (h) ownership and operation of Gaming servers;

2.1.5.7 to the extent delegable, negotiate, administer and perform (or cause to be performed) all obligations of Tenant, in the name of Tenant, under all subleases, licenses and concession agreements or other agreements for the right to use or occupy any public space at the Managed Facility, including any store, office, parking facility or lobby space thereunder;

2.1.5.8 supervise and purchase or lease or arrange for the purchase or lease of, all FF&E and Supplies that are necessary or advisable for the Operation of the Managed Facility in accordance with this Agreement;

2.1.5.9 be the primary interface for all interactions by Tenant with the Gaming Authorities in connection with the Managed Facility which shall include: (a) oversight of any amendments to any licenses or permits required to be held by Tenant by the applicable Gaming Authorities under any applicable Gaming Regulations; (b) coordination of all lobbying efforts with respect to the activities

conducted or proposed to be conducted by Tenant in connection with the Managed Facility; and (c) preparation and implementation of all actions required with respect to any filing by Tenant with the applicable Gaming Authorities relating to the Managed Facility; *provided* that Manager shall (i) consult with and keep Tenant apprised of (x) the status of any annual or other periodic license renewals for the operation of Gaming activities at the Managed Facility with the Gaming Authorities and (y) the status of non-routine matters before the Gaming Authorities regarding the Managed Facility and (ii) promptly deliver to Tenant copies of any and all non-routine notices received (or sent) by Manager from (or to) any Gaming Authorities; *provided, further*, that any filings or Gaming License relating to Tenant and Tenant's Affiliates shall be the responsibility of Tenant;

2.1.5.10 apply for and process applications and filings for all Approvals in a manner and within the time periods that are required for the Managed Facility to be operated on a continuous and uninterrupted basis (other than Gaming Licenses relating to Tenant and Tenant's Affiliates). Manager shall act in a reasonably diligent manner to assure that all reports required by any Governmental Authority pertaining to the Managed Facility are properly filed on or prior to their due date. Tenant shall file all such other reports pertaining to Tenant. Manager shall prepare, maintain and provide to Tenant, at Tenant's request, a listing of all Approvals and reports required by any Governmental Authority and the term, duration or frequency of such Approvals and reports for the Managed Facility to be operated in a continuous and uninterrupted basis;

2.1.5.11 institute in its own name, or in the name of Tenant or the Managed Facility, using Approved Counsel, all legal actions or proceedings to, on behalf of Tenant: (a) collect charges, rent or other income derived from the Managed Facility's operations; (b) oust or dispossess guests, tenants or other Persons wrongfully in possession therefrom; or (c) terminate any sublease, license or concession agreement for the breach thereof or default thereunder by the subtenant, licensee or concessionaire;

2.1.5.12 using Approved Counsel, defend and control any and all legal actions or proceedings arising from Claims against any Tenant Indemnified Party or any Manager Indemnified Party; *provided* that as soon as reasonably practical, Manager shall notify Tenant in writing of the commencement of any legal action or proceeding concerning the Managed Facility which could reasonably be anticipated to involve an expense, liability or damage to Tenant that either is not fully covered by insurance or, whether or not covered by insurance, is in excess of Two Hundred Fifty Thousand Dollars (\$250,000); *provided, further, however*, that, unless insurance policies dictate otherwise, that (a) Tenant may appoint counsel, defend and control any and all legal actions or proceedings pertaining to real property related claims not involving the Operation of the Managed Facility (such as zoning disputes, structural defects and title disputes); (b) in determining what portion, if any, of the cost of any legal actions or proceedings described in clause (a) above is to be allocated to the Managed Facility, such allocation shall be made in a Non-Discriminatory manner, and due consideration shall be given to the potential impact of such legal action or proceeding on the Managed Facility as compared with the potential impact on Manager or its Affiliates, the Other Managed Facilities or the Other Managed Resorts; and (c) if Tenant is also a named party in such

legal actions or proceedings, Tenant shall have the right to appoint separate counsel to prosecute and defend its interests, such appointment being at Tenant's sole cost and expense (it being understood, without limiting Section 2.5, that nothing in this Section 2.1.5.12 shall be deemed to limit Landlord's rights in respect of any legal actions or proceedings affecting the real property or otherwise impacting any of Landlord's interests);

2.1.5.13 using Approved Counsel, take actions to challenge, protest, appeal or litigate to final decision in any appropriate court or forum any Applicable Laws affecting the Managed Facility or any alleged non-compliance with, or violation of, any Applicable Law (with the cost of such challenge, protest, appeal or litigation being treated in the same manner as the cost of compliance with the Applicable Law in question would be treated under Section 5.1.5.4);

2.1.5.14 in Consultation with Tenant, establish and implement all policies and procedures of credit to patrons of the Managed Facility;

2.1.5.15 collect and account for and remit to Governmental Authorities all applicable excise, sales, occupancy and use Taxes and all other Taxes, assessments, duties, levies and charges imposed by any Governmental Authority and collectible by the Managed Facility directly from patrons or guests (including those Taxes based on the sales price of any goods, services, or displays, gross receipts or admission) or imposed by Applicable Laws on the Managed Facility or the Operation thereof;

2.1.5.16 subject to Applicable Law and in Consultation with Tenant, establish the types of Gaming activities to be offered at the Managed Facility, including the matrix of owned, leased, progressive and electronic games and Gaming systems and, in Consultation with Tenant, establish all policies and procedures for Gaming at the Managed Facility;

2.1.5.17 supervise, direct and control all non-Gaming activities to be conducted at the Managed Facility, including all hospitality, retail, food and beverage and other related activities;

2.1.5.18 establish and implement policies and procedures regarding, and assign Managed Facility Personnel to resolve, disputes with patrons of the Managed Facility;

2.1.5.19 establish rates for all areas within the Managed Facility, including all: (a) charges for food and beverage; (b) charges for recreational and other guest amenities at the Managed Facility; (c) subject to Applicable Law, policies with respect to discounted and complimentary food and beverage and other services at the Managed Facility; (d) billing policies (including entering into agreements with credit card organizations); (e) price and rate schedules; and (f) rents, fees and charges for all subleases, concessions or other rights to use or occupy any space in the Managed Facility;



2.1.5.20 supervise, direct and control the collection of income of any nature payable to Tenant from the Operation of the Managed Facility and issue receipts with respect to, and use commercially reasonable efforts to collect all charges, rent and other amounts due from guests, lessees and concessionaires of the Managed Facility, and use those funds, as well as funds from other sources as may be available to the Managed Facility, in accordance with this Agreement;

2.1.5.21 in Consultation with Tenant, determine the number of hours per week and the days per week that the Managed Facility shall be open for business, taking into account Applicable Laws, the season of the year and other relevant and customary factors, including the requirements under the Lease;

2.1.5.22 in Consultation with Tenant, select all entertainment and promotions events to be staged at the Managed Facility;

2.1.5.23 cooperate in all reasonable respects with Tenant, Landlord, Landlord's Lender, any prospective purchaser or prospective lender of Landlord or any of Landlord's interest in the Leased Property and any prospective purchaser, lessee, Leasehold Lender or other prospective lender in connection with any proposed sale, lease or financing of or relating to Tenant's interest in the Leased Property and/or, to the extent Tenant is required under the Lease to so cooperate, relating to Landlord's interest in the Leased Property, including answering questions of Tenant, Landlord, or such other Persons, providing copies of budgets, financial statements and projections, preparing schedules and providing copies of subleases, concessions, Supplies, FF&E, employees and other similar matters, and taking other actions as are reasonably requested and which would be customary to aid in such a sale or financing transaction, in all cases as may reasonably be requested by Tenant, Landlord or such other Persons; *provided* that (a) if cooperation by Manager pursuant to this Section 2.1.5.23 involves the disclosure of Manager Confidential Information, Manager shall only be required to release such Manager Confidential Information (i) to Landlord, to the extent Tenant is required to provide such information pursuant to the Lease, and subject to the confidentiality provisions set forth in the Lease and (ii) to a Leasehold Lender or Landlord's Lender or any prospective purchaser or prospective Landlord's Lender, and only to the extent that such Leasehold Lender, Landlord's Lender, prospective purchaser or prospective Landlord's Lender (as applicable) has a "need to know" such Manager Confidential Information in connection with any Leasehold Financing, Landlord Financing, prospective Landlord Financing or prospective purchase, subject to customary protections against disclosure or misuse of such information and to compliance with Article VIII; and (b) Tenant shall reimburse Manager for any Out-of-Pocket Expenses incurred by Manager in connection with such cooperation to the extent such expense is not otherwise paid or reimbursed under this Agreement;

2.1.5.24 take all actions necessary (except to the extent not within Manager's reasonable ability to do so) to comply: (a) in all material respects with Applicable Laws or the requirements to maintain all Approvals (including Gaming Licenses) necessary for the operation of the Managed Facility (*provided* that Manager shall not be a guarantor of the Managed Facility's compliance with such Applicable Laws

or such requirements); (b) with the requirements of the Lease (including compliance with the requirements of any Landlord Financing to the extent required by the Lease), the terms of which Tenant shall provide to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or requirements of any Landlord Financing); (c) with the requirements of any other lease that is specifically identified by Tenant to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such lease); (d) with the requirements of any Leasehold Mortgage or other Leasehold Financing Documents provided to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such Leasehold Financing Documents); and (e) with the terms of all insurance policies applicable to the Managed Facility and provided to Manager;

2.1.5.25 as directed by Tenant and at Tenant's expense, take actions to discharge any lien, encumbrance or charge against the Managed Facility or any component of the Managed Facility;

2.1.5.26 supervise and maintain books of account and records relating to or reflecting the results of operation of the Managed Facility;

2.1.5.27 keep the Managed Facility and the FF&E in good operating order, repair and condition, consistent with the Operating Standard;

2.1.5.28 take such actions as Manager determines to be necessary or advisable to perform all duties and obligations required to be performed by Manager under this Agreement or as are customary and usual in the operation of the Managed Facility, in each case subject to the Operating Limitations, but, in all events, in accordance with the Operating Standard and the Manager's Standard of Care;

2.1.5.29 implement and comply with all relevant Non-Discriminatory standards, policies and programs in effect relating to the Brands and/or the Total Rewards Program;

2.1.5.30 with respect to the Guest Data, the Property Specific Guest Data, the Managed Facilities IP and the Total Rewards Program, establish and comply with such contracts and privacy policies, and implement and comply with such data security policies and security controls, for databases and systems storing and/or utilizing such Guest Data, Property Specific Guest Data, Managed Facilities IP and/or Total Rewards Program, as Manager reasonably determines are appropriate to protect such information, and all in a Non-Discriminatory manner;

2.1.5.31 establish policies and procedures relating to problem Gaming, underage drinking, compliance with the Americans with Disabilities Act, diversity and inclusion and a whistleblower hotline which shall, in each case, comply in all material respects with Applicable Laws;

2.1.5.32 establish, in Consultation with Tenant, rates for the usage of all guest rooms and suites, including all (a) room rates for individuals and groups; (b) charges for room service, food and beverage; (c) charges for recreational and other hotel guest amenities at the Managed Facility; (d) policies with respect to Complimentaries; (e) billing policies (including entering into agreements with credit card organizations); and (f) price and rate schedules; and

2.1.5.33 take any action necessary or ancillary to the responsibilities and authorities set forth above in this Section 2.1.5, it being acknowledged and agreed that the foregoing is not intended to be an exhaustive list of Manager's responsibilities or authorities.

## 2.2 Limitations on Manager Authority.

Notwithstanding the grant of authority given to Manager in Section 2.1, and without limiting any of the other circumstances under which Landlord's or Tenant's approval is specifically required under this Agreement, subject in all events to the Lease, in the event that, at the applicable time, (a) Manager is not a wholly owned subsidiary of CEC and (b) Tenant is not a Controlled Subsidiary of CEC, then at such time Manager shall not take any of the following actions without Tenant's prior written approval:

2.2.1 Settle any claim (a) regardless of the amount, admitting intentional misconduct or fraud or (b) arising out of the Operation of the Managed Facility which involves an amount in excess of \$5,000,000 that is not fully covered (other than deductible amounts) by insurance or as to which the insurance denies coverage or "reserves rights" as to coverage; *provided* that the dollar amount specified in this Section 2.2.1 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.2 Execute, amend, modify, provide a written waiver of rights under or terminate (a) the Lease, (b) any ground lease with respect to the Leased Property, or (c) any contract, lease, equipment lease or other agreement (or a series of contracts, leases, equipment leases or other agreements relating to the same or similar property, equipment, goods or services, as applicable, in each case with the same or a related party) that (i)(x) is for a term of greater than three (3) years and (y) requires payment by Manager or Tenant in excess of \$5,000,000 in the aggregate for the term or (ii) requires aggregate annual payments by Manager or Tenant in excess of \$5,000,000, other than contracts, leases or other agreements which are specifically identified in the Annual Budget; *provided* that the dollar amount specified in this Section 2.2.2 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.3 Except as permitted by Section 5.5.3, borrow any money or incur indebtedness or issue any guaranty in respect of borrowed money, or issue any indemnity or surety obligation outside of the ordinary course of business, in the name and on behalf of Tenant;

2.2.4 Grant or create any lien or security interest on the Managed Facility or any part thereof or interest therein; *provided* that the foregoing shall not be

deemed to restrict Manager from incurring trade payables, ordinary course advances for travel, entertainment or relocation or granting credit or refunds to patrons for goods and services incurred in the ordinary course of business in the Operation of the Managed Facility in accordance with this Agreement and Applicable Laws;

2.2.5 Sell or otherwise dispose of the Managed Facility or any part thereof or interest therein, including FF&E and Managed Facilities IP, except for the sale of inventory and the disposal of obsolete or worn out or damaged items, each in the ordinary course of business or as contemplated in the Annual Budget or Capital Budget;

2.2.6 Commence any ROI Capital Improvements, except as directed by Tenant or as included in the Capital Budget, or commence any Building Capital Improvements, except in each case if required by the Lease or if required by the Operating Standard as determined hereunder;

2.2.7 Hire or replace individuals for the positions of Senior Executive Personnel;

2.2.8 Submit, settle, adjust or otherwise resolve any casualty insurance claim related to the Managed Facility involving losses or casualties in excess of \$5,000,000; *provided* that the amount specified in this Section 2.2.8 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.9 Confess any judgment, make any assignment for the benefit of creditors, admit an inability to pay debts as they become due in the ordinary course of business, file a voluntary bankruptcy or consent to any involuntary bankruptcy of any Party with respect to the Managed Facility or Tenant;

2.2.10 Initiate or settle any real or personal property tax appeals or claims involving property of Tenant, unless directed by Tenant in writing;

2.2.11 Acquire any land or interest in land in the name of Tenant;

2.2.12 Consent to any Condemnation or Taking relating to the Managed Facility;

2.2.13 File with any Governmental Authority any federal or state income tax return applicable to Tenant; or

2.2.14 Execute, amend, modify, provide written waiver of rights under or terminate any collective bargaining, recognition, neutrality or other material labor agreements solely involving the Managed Facility Personnel; *provided* that with respect to the execution, amendment, modification, waiver of rights under or termination of any collective bargaining, recognition, neutrality or other material labor agreements which involve both Managed Facility Personnel and other employees providing services at properties that are owned by or managed by Manager's Affiliates, the consent of Tenant shall be required, which consent shall not be unreasonably withheld, conditioned or delayed.

## 2.3 Other Operations of Manager and Tenant.

2.3.1 Without limiting Manager's obligation under Section 2.1.2, Tenant acknowledges that: (a) Tenant has selected Manager to Operate the Managed Facility on behalf of Tenant in substantial part because of the other hotels, casinos, entertainment venues, dining establishments, spas and retail locations that are owned or operated by Manager and/or its Affiliates; (b) Tenant has determined, on an overall basis, that the benefits of operation as part of the Total Rewards Program are substantial, notwithstanding that the properties operating under the Brands and Managed Facilities IP may not all benefit equally from operation under the Brands and Managed Facilities IP; and (c) in certain respects all hotels, casinos, entertainment venues, dining establishments, spas and retail locations compete on a national, regional and local basis with other hotels and casinos and facilities, and that conflicts and competition may, from time to time, arise between the Managed Facility, on the one hand, and Other Managed Facilities or Other Managed Resorts, on the other hand; *provided, however*, that nothing in this Section 2.3 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager agrees to at all times manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.

2.3.2 Tenant and Manager each acknowledges and agrees that (i) Manager and its Affiliates own and operate many casino, hotel and other properties across the United States and internationally, some of which may be in competition with the Managed Facility and (ii) neither Manager nor any Affiliate of Manager shall have any obligation to promote the value and profitability of the Managed Facility at the expense of such other properties; *provided, however*, that nothing in this Section 2.3.2 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager shall at all times manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care. Without limiting the preceding proviso in any manner, subject to the Omnibus Agreement, the Services Co LLC Agreement (including, without limitation, Section 7.8 thereof), Applicable Law and the Operating Limitations, Manager and its Affiliates shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Guest Data during the Term for its own account and for use at Manager's and its Affiliates' other owned and/or operated properties, and (subject to Section 7.2.2.3) retain and use such Guest Data for such purposes after expiration or termination of the Term; *provided* that the right of ownership and use of Property Specific Guest Data shall be governed by Section 7.2.2.2, (b) engage in commercially reasonable cross-marketing and cross-promotional activities with Manager's and its Affiliates' other owned and/or operated properties, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.2 shall survive the expiration or termination of this Agreement.

2.3.3 Manager acknowledges and agrees that Tenant and its Affiliates may acquire, develop, operate and manage properties and other facilities in other locations, some of which may be in competition with the Managed Facility. Subject to Applicable Law, and without limitation of any other rights Tenant has to use Property Specific Guest Data or other Guest Data, Tenant shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Property Specific Guest Data during the Term for its own account and for use at its other properties, and (subject to Section 7.2.2.3) retain and use such Property Specific Guest Data after expiration or termination of the Term, (b) engage in cross-marketing and cross-promotional activities with Tenant's other properties in a manner that may be competitive to the Managed Facility or Manager's and its Affiliates' other owned and/or operated facilities or operations, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.3 shall survive the expiration or termination of this Agreement.

#### 2.4 Term

2.4.1 Term. The initial term (the "**Initial Term**") of this Agreement (the Initial Term, together with any Renewal Term, the "**Term**") shall commence on the date the Lease Initial Term under the Lease commences in accordance with its terms and shall expire on the date the Lease Initial Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. The Initial Term of this Agreement shall automatically extend (any such extension, a "**Renewal Term**") upon the commencement of any Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Any Renewal Term of this Agreement shall automatically further extend upon the commencement of any additional Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Upon the commencement of any Renewal Term, unless otherwise agreed by each of Manager, Tenant, Landlord and Lease Guarantor expressly in writing, this Agreement, and all terms, covenants and conditions set forth herein, shall be automatically extended to the expiration or earlier termination of such Renewal Term in accordance with the express terms of Section 16.2 of this Agreement.

2.4.2 No Other Early Termination. This Agreement may only be terminated prior to the expiration of the Term as provided in Article XVI. Notwithstanding any Applicable Law to the contrary, including principles of agency, fiduciary duties or operation of law, neither Tenant, Lease Guarantor, Landlord nor Manager shall be permitted to terminate this Agreement except in accordance with the express provisions of Article XVI of this Agreement.

2.4.3 Effect of Termination. Notwithstanding the expiration or termination of this Agreement pursuant to this Section 2.4 or otherwise, the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall not terminate or be released or reduced in any respect, except solely if and to the extent set forth in Section 17.3.5.

2.5 Lease. Manager acknowledges (x) receipt of a copy of the Lease and (y) that Manager has reviewed and is familiar with all of the provisions, terms and conditions thereof. The Parties agree that, to the extent any action or inaction of Manager authorized or permitted under this Agreement, including pursuant to Sections 2.1.5 and/or Section 2.2 hereof, would, if taken (or not taken, as applicable) by or on behalf of Tenant, violate or otherwise be prohibited by the Lease in any respect, the Lease shall govern and control, and, without limitation (subject to the final proviso of the penultimate sentence of this Section 2.5), Manager, in acting for or on behalf of Tenant, shall comply with the provisions, terms and conditions of the Lease applicable to such action or limitation. Without limiting the preceding sentence, the Parties each acknowledge and agree that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and, as between Tenant and Landlord, in the event of any inconsistency between the obligations of Tenant thereunder, on the one hand, and the provisions, terms and conditions of this Agreement, on the other hand, the Lease shall govern and control; *provided* that (subject to the final sentence of this Section 2.5) nothing in this Section 2.5 shall be construed to impose any liability on, or obligations of, Manager to Landlord. Notwithstanding the foregoing or anything otherwise contained in this Agreement, Manager agrees that it shall not take any action or omit to take any action on behalf of itself or on behalf of Tenant that (or was intended to) frustrate, vitiate or negate the provisions, terms and conditions of, or Tenant or Landlord's performance of, the Lease.

### ARTICLE III

#### FEES AND EXPENSES

3.1 Centralized Services Charges. Centralized Services Charges will be paid by Tenant in accordance with Section 4.1.1.

3.2 Reimbursable Expenses. Tenant shall reimburse Manager for all Reimbursable Expenses incurred by Manager during the Term. The Reimbursable Expenses (a) may be withdrawn by Manager from the Operating Account to pay such Reimbursable Expenses when such amounts become due or (b) shall be due monthly in arrears for the immediately preceding month within fifteen (15) days of delivery to Tenant of the Monthly Reports for such month. If funds in the Bank Accounts are insufficient to pay such Reimbursable Expenses or if such withdrawal is otherwise restricted within the sixty (60) day period after such Reimbursable Expenses are due, such Reimbursable Expenses shall accrue interest in accordance with Section 3.3 and shall be withdrawn by Manager from the Operating Account as soon as funds are sufficient therefor. Any disputes regarding the Reimbursable Expenses shall be referred to the Expert for Expert Resolution pursuant to Article XVIII.

3.3 Interest. If any amount due by Tenant to Manager or its Affiliates or designees or by Manager to Tenant, in each case under this Agreement, is not paid within sixty (60) days after such payment is due, such amount shall bear interest from and after the respective due dates thereof until the date on which the amount is received in the bank account designated by the Party to which such amount is owed at an annual rate of interest equal to the lesser of (a) the prevailing lending rate of such Party's principal bank for working capital loans to such Party plus three percent (3%) and (b) the highest rate permitted by Applicable Law.

### 3.4 Payment of Fees and Expenses.

3.4.1 No Offset. All payments by Tenant or by Manager under this Agreement and all related agreements between Tenant, Manager or their respective Affiliates shall be made pursuant to independent covenants, and neither Tenant nor Manager shall set off any claim for damages or money due from either such Party or any of its Affiliates to the other, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement.

3.4.2 Place and Means of Payment. All fees and other amounts due to Manager or its Affiliates under this Agreement, including, without limitation Reimbursable Expenses, shall be paid to Manager in U.S. Dollars, in immediately available funds. Manager may pay such fees and other amounts owed to Manager or its Affiliates consistent with this Agreement and the Annual Budget directly from the Operating Account. In addition, Manager may require that any such payments to Manager hereunder be effected through electronic debit/credit transfer of funds programs specified by Manager from time to time, and Tenant agrees to execute such documents (including independent transfer authorizations), pay such fees and costs and do such things as Manager reasonably deems necessary to effect such transfers of funds.

3.5 Application of Payments. All payments by Tenant, or by Manager on behalf of Tenant, pursuant to this Agreement and all related agreements between Tenant and Manager shall be applied in the manner provided in this Agreement.

3.6 Sales and Use Taxes. Tenant shall pay to Manager an amount equal to any sales, use, commercial activity tax, gross receipts, value added, excise or similar taxes assessed against Manager by any Governmental Authority that are calculated on Reimbursable Expenses required to be paid by Tenant under this Agreement, other than income, gross receipts, franchise or similar taxes assessed against Manager on Manager's income. Tenant and Manager agree to cooperate in good faith to minimize the taxes assessed against Manager, Tenant and the Managed Facility, including taxes assessed against Tenant in connection with paying Reimbursable Expenses directly to the applicable third-party vendor, so long as such actions are commercially reasonable and could not reasonably be expected to, and do not, result in an adverse impact in any material respect on Manager, Tenant or the Managed Facility. In the event of any dispute regarding appropriate actions to be taken to minimize taxes assessed against Manager, Tenant and the Managed Facility, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII.



## CENTRALIZED SERVICES

4.1 Centralized Services.

4.1.1 Acknowledgement. The Parties acknowledge and agree that pursuant to the Omnibus Agreement and the Services Co LLC Agreement, Tenant and its Affiliates are entitled to and receive certain centralized managerial, administrative, supervisory and support services and products that are also generally provided to the Other Managed Facilities and Other Managed Resorts (collectively, the “**Centralized Services**”), including (without limitation): (a) services and products in the areas of marketing, risk management, information technology, legal, internal audit, accounting and accounts payable; (b) the Proprietary Information and Systems; and (c) the Total Rewards Program. The Centralized Services are provided by Services Co or an Affiliate thereof or, for some Centralized Services, by third parties (the “**Third-Party Centralized Services**”). The Parties acknowledge and agree that Tenant shall pay all amounts properly charged in a Non-Discriminatory manner to the Managed Facility for the Managed Facility’s use of the Centralized Services (the “**Centralized Services Charges**”) in accordance with and pursuant to the terms of the Omnibus Agreement and the Services Co LLC Agreement, and shall comply with all Non-Discriminatory terms and requirements of such Centralized Services applicable to Tenant and the Managed Facility. In addition, Tenant shall pay all Non-Discriminatory costs for the installation and maintenance of any equipment and Technology Systems at the Managed Facility used by the Managed Facility in connection with the Centralized Services. Manager shall not be responsible for the provision of any Centralized Services to the Managed Facility or for the payment of any Centralized Services Charges or other expenses related to the provision of such Centralized Services.

4.1.2 Right to Pay for Centralized Services. Manager shall have the right (but not the obligation) to pay (directly or through an Affiliate) (a) a reasonable, Non-Discriminatory allocation of any amounts due to a third-party for any Third-Party Centralized Services provided by such third-party to the Managed Facility, (b) any Non-Discriminatory Centralized Services Charges on behalf of Tenant that Tenant fails to pay in accordance with the Omnibus Agreement and the Services Co LLC Agreement and (c) other Non-Discriminatory expenses related to the provision of Centralized Services used by the Managed Facility, in which case, notwithstanding anything to the contrary in this Agreement, such amounts shall be deemed to be Reimbursable Expenses for all purposes under this Agreement.

OPERATION OF THE MANAGED FACILITY

5.1 Annual Budget.

5.1.1 Proposed Annual Budget. On or before December 15 of each Operating Year, Manager shall prepare and deliver to Tenant, for its review and approval, a proposed operating plan and budget for the next Operating Year. All operating plans and budgets proposed by Manager shall be prepared in good faith in accordance with budgeting and planning procedures typically employed by CEC and shall be developed and implemented in accordance with the Manager's Standard of Care and the Operating Standard. Each operating plan and budget shall include monthly and annualized projections of each of the following items, as applicable, for the Managed Facility:

5.1.1.1 results of operations, together with the following supporting data: (a) total labor costs, including both fixed and variable labor and (b) the Reimbursable Expenses;

5.1.1.2 a description of proposed Routine Capital Improvements, Building Capital Improvements and ROI Capital Improvements to be made during such Operating Year, including capitalized lease expenses, an itemization of the costs of such capital improvements (including a contingency line item) and proposed monthly funding for such costs, and project schedules to commence and complete such capital improvements (the "**Capital Budget**");

5.1.1.3 a statement of cash flow, including a schedule of any anticipated cash shortfalls or requirements for funding by Tenant;

5.1.1.4 a schedule of rent required under the Lease;

5.1.1.5 a schedule of debt service payments and reserves required under any Leasehold Financing Documents;

5.1.1.6 a marketing plan and budget for the activities to be undertaken by Manager pursuant to Article IX, including promotional activities and Promotional Allowances for the Managed Facility;

5.1.1.7 a schedule of projected Centralized Services Charges provided by Tenant to Manager pursuant to the budgeting procedures contemplated by the Services Co LLC Agreement and the Omnibus Agreement; and

5.1.1.8 any other information or projections reasonably requested by Tenant to be included in the operating plan and budget from time to time.

5.1.2 Approval of Annual Budget. Tenant shall review the proposed operating plan and budget and shall provide Manager with its written approval of or any objections to such proposed operating plan and budget in writing, in reasonable detail, within forty-five (45) days after receipt of the proposed operating plan and budget from Manager; *provided* that any line items in the proposed operating plan and budget shall not be adopted and implemented by Manager until Tenant shall have approved or be deemed to have approved such operating plan and budget and/or any items therein in dispute shall have been determined pursuant to Section 5.1.3. Tenant shall be deemed to have approved that portion of any proposed operating plan and budget to which Tenant has not approved in writing or objected to in writing within such forty-five (45) day period. If Tenant objects to any portion of the proposed operating plan and budget to which it is entitled to object within such forty-five (45) day period, Tenant and Manager shall meet within twenty (20) days after Manager's receipt of Tenant's objections and discuss such objections, and then Manager shall submit written revisions to the proposed operating plan and budget after such discussion. Tenant and Manager shall use good faith efforts to reach an agreement on the operating plan and budget prior to January 1 of each Operating Year. The proposed operating plan and budget, as modified to reflect the revisions, if any, agreed to by Tenant and Manager pursuant to Section 5.1.3, shall become the "Annual Budget" for the next Operating Year. Tenant shall act reasonably and exercise prudent business judgment in approving of, or objecting to, all or any portion of any proposed operating plan and budget.

5.1.3 Resolution of Disputes for Annual Budget. If Tenant and Manager, despite their good faith efforts, are unable to reach final agreement on the proposed operating plan prior to January 1 of each Operating Year, or otherwise have a dispute regarding the Annual Budget as contemplated by this Section 5.1, those portions of such proposed operating plan that are not in dispute shall become effective on January 1 of such Operating Year and, pending Tenant's and Manager's resolution of such dispute, the prior year's Annual Budget shall govern the items in dispute, except that the budgeted expenses provided for such item(s) in the prior year's Annual Budget (or, if earlier, the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved) shall be increased by the percentage increase in the Index from January 1 of the prior Operating Year (or, if applicable, each additional Operating Year between the prior Operating Year and the Operating Year in which there became effective the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved). Upon the resolution of any such dispute by agreement of Tenant and Manager, such resolution shall control as to such item(s). For purposes of clarity, all disputes regarding the Annual Budget shall be resolved (if at all) between Tenant and Manager directly and no such dispute shall subject to Expert Resolution through the procedures described in Article XVIII unless Tenant and Manager (each acting in its sole discretion) agree in writing at the time any such dispute arises to mutually submit the subject dispute to Expert Resolution under Article XVIII.

5.1.4 Operation in Accordance with Annual Budget. Manager shall use its commercially reasonable efforts to operate the Managed Facility in accordance with the Annual Budget for the applicable Operating Year (subject, in the case of disputed items, to the provisions of Section 5.1.3). Nevertheless, Tenant and Manager acknowledge that preparation of the Annual Budgets is inherently inexact and that Manager may vary from any Annual Budget (a) to the extent Manager reasonably determines that such variance is required by any Leasehold Financing Document and/or

the Lease, (b) in connection with the matters set forth in Section 5.1.5, or (c) by reallocating up to ten percent (10%) of any line item in such Annual Budget to any other line item without Tenant's prior approval. Other than as set forth in the preceding sentence, Manager shall not incur costs or expenses or make expenditures that would cause the total expenditures for the Operation of the Managed Facility to exceed the aggregate amount of expenditures provided in the Annual Budget by more than five percent (5%) without Tenant's prior approval. Tenant acknowledges that the actual financial performance of the Managed Facility during any Operating Year will likely vary from the projections contained in the Annual Budget for such Operating Year, and Manager shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Annual Budget or consistency of actual results with the operating plan.

5.1.5 Exceptions to Annual Budget. Notwithstanding Section 5.1.4, Tenant acknowledges and agrees as follows:

5.1.5.1 The amount of certain expenses provided for in the Annual Budget for any Operating Year will vary based on the occupancy, use and demand for goods and services provided at the Managed Facility and, accordingly, to the extent that occupancy, use and demand for such goods and services for any Operating Year exceeds the occupancy, use and demand projected in the Annual Budget for such Operating Year, such Annual Budget shall be deemed to include corresponding increases in such variable expenses; *provided* that the percentage increase in the variable expense over budget shall not exceed the percentage increase in corresponding revenue over projections. To the extent that occupancy, use and demand for goods and services provided at the Managed Facility for any Operating Year is less than the occupancy, use and demand projected in the Annual Budget for such Operating Year, Manager will make commercially reasonable adjustments to the Operation of the Managed Facility in an effort to reduce such variable expenses;

5.1.5.2 The amount of certain expenses provided for in the Annual Budget for any Operating Year are not within the ability of Manager to control, including real estate and personal property taxes, applicable Gaming taxes, insurance premiums, utility rates, license and permit fees and certain charges provided for in contracts and leases entered into pursuant to this Agreement, and accordingly, Manager shall have the right to pay from the Operating Account the actual amount of such uncontrollable expenses without reference to the amounts provided for with respect thereto in the Annual Budget for such Operating Year (*provided* that Manager shall promptly provide Tenant with a reasonably detailed written explanation of all variances in excess of five percent (5%) between the budgeted and actual amounts of any such uncontrollable expenses);

5.1.5.3 If any expenditures are required on an emergency basis to (a) preserve or repair the Managed Facility or other property or (b) avoid potential injury to persons or material damage to the Managed Facility or other property, Manager shall have the right to make such expenditures, whether or not provided for, or within the amounts provided for, in the Annual Budget for the Operating Year in question, to the extent reasonably required to avoid or mitigate such injury or material damage; and

5.1.5.4 If any expenditures are required to comply with, or cure or prevent any violation of, any Applicable Law or the terms of the Lease, Manager shall, following written notice to Tenant (except in the case of emergency, in which case the provisions of Section 5.1.5.3 shall govern) have the right to make such expenditures, whether or not provided for or within the amounts provided for in the Annual Budget for the Operating Year in question, as may be necessary to comply with, or cure or prevent the violation of, such Applicable Law or the terms of the Lease.

5.1.6 Modification to Annual Budget. Manager shall have the right from time to time during each Operating Year to propose modifications to the Annual Budget then in effect based on actual operations during the elapsed portion of the applicable Operating Year and Manager's reasonable business judgment as to what will transpire during the remainder of such Operating Year. Modifications to such Annual Budget, if any, shall be subject to Tenant's prior written approval; *provided* that in no event shall Tenant have the right to withhold its approval to any material modifications on account of changes to costs of insurance premiums, operating supplies and equipment, charges provided for in contracts and leases entered into pursuant to this Agreement or other amounts that are not within Manager's or its Affiliates' ability to control (e.g., taxes, assessments, utilities, license or permit fees, inspection fees and any impositions imposed by any Governmental Authority).

5.1.7 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that (i) nothing in this Section 5.1 is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease and (ii) subject to the foregoing clause (i) and compliance with any requirements of the Lease (and subject, further, to the final sentence of this Section 5.1.7), so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Section 5.1 with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion. Notwithstanding the foregoing or anything otherwise contained in this Agreement, for as long as the indebtedness secured by the Existing Landlord's Lender remains outstanding (or for so long as any Landlord Financing Documents prohibit modification of this Agreement absent the applicable Landlord's Lender's consent), no modification of any nature of this Agreement pursuant to Section 5.1.7 (in the case of any Landlord's Lender other than the Existing Landlord's Lender, to the extent such modification requires such Landlord's Lender's consent under such Landlord Financing Documents) shall be permitted absent Landlord's express written consent, and any purported modification as to which Landlord shall not have consented expressly in writing shall be void *ab initio*.

## 5.2 Maintenance and Repair; Capital Improvements.

5.2.1 Required Maintenance and Repair and Capital Improvements. Except as otherwise provided in this Section 5.2, Manager, at Tenant's expense, shall perform or cause to be performed all ordinary maintenance and repairs and all such Routine Capital Improvements and Building Capital Improvements: (a) as are necessary or advisable to keep the Managed Facility in good working order and condition and in compliance with the Operating Standard (subject to the Annual Budget and Section 5.1.4) and Operating Limitations; and (b) without limiting the preceding clause (a), as Manager reasonably determines are necessary or advisable to comply with, and cure or prevent the violation of, any Applicable Laws or the provisions, terms and conditions of the Lease. Manager, at Tenant's expense, shall perform or cause to be performed all such Routine Capital Improvements and Building Capital Improvements as are provided in the Annual Budget or otherwise approved in writing by Tenant.

5.2.2 Discretionary Capital Improvements. Manager, at Tenant's expense, shall cause to be performed all ROI Capital Improvements approved by Tenant (in the Annual Budget or otherwise in writing in advance), and shall supervise such work and ensure that the performance of such work is undertaken in a manner reasonably calculated to avoid or minimize interference with the Operation of the Managed Facility. Except as provided in the applicable Annual Budget or proposed by Manager and approved by Tenant, Tenant shall notify Manager of any ROI Capital Improvements proposed to be undertaken by Tenant and Manager may, within thirty (30) days after receipt of such notice, object to the undertaking of such ROI Capital Improvements based on Manager's reasonable determination that such ROI Capital Improvements will not be consistent with the Operating Standard (including, for the avoidance of doubt, that such ROI Capital Improvements would constitute a breach of the terms of the Lease) or will unreasonably interfere with the Operation of the Managed Facility, including that such ROI Capital Improvements would unreasonably interfere with the Managed Facility's operating performance and the ability of Manager to Operate the Managed Facility in accordance with the Operating Standard (including the requirements of the Lease). Within fifteen (15) days after receipt of any notice from Manager alleging an objection with respect to any ROI Capital Improvement proposed by Tenant, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager within thirty (30) days after Tenant's response, the determination of whether such capital improvement does not, or when constructed will not, be consistent with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facility shall be submitted to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that such capital improvement does not, or when constructed will not, comply with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facility, Tenant shall promptly take such actions as the Expert shall require to bring such capital improvement into compliance with the Operating Standard (including the requirements of the Lease) or to cause such capital improvement to not unreasonably interfere with the Operation of the Managed Facility. For the avoidance of doubt and without limiting Section 2.5 in any manner, the Parties acknowledge that any determination made by an Expert under this Agreement shall be subject to Section 18.2.3 and, without limitation, to the extent Landlord believes any non-compliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

5.2.3 Remediation of Design or Construction Defect. If the design or construction of the Managed Facility is defective, and the defective condition presents a risk of injury to persons or damage to the Managed Facility or other property, or results in non-compliance with Applicable Law or the terms of the Lease, then Manager shall have the authority (subject to the terms of the Lease) to, at Tenant's expense, perform all work necessary to remedy such design or construction defect in the Managed Facility. Tenant acknowledges that such work shall be performed at Tenant's expense and that Manager shall not use funds in the Operating Account in remedying such defects.

5.2.4 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that nothing in this Section 5.2 is intended, nor shall it be construed, to grant to Manager more authority over maintenance, repair and improvements of the Leased Property or any portion thereof than Tenant has under the Lease, or to require Manager to take actions in respect of the Leased Property or any portion thereof beyond Tenant's authority with respect thereto, it being understood that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease.

### 5.3 Personnel.

5.3.1 Manager Control. Manager shall manage and have sole and exclusive control of all aspects of the Managed Facility's human resources functions as set forth in this Section 5.3.

5.3.2 Employment of Managed Facility Personnel. All Managed Facility Personnel shall be employees of Tenant or a subsidiary of Tenant, and Tenant shall bear all Managed Facility Personnel Costs. Managed Facility Personnel Costs shall be Operating Expenses. Tenant shall have no right to supervise, discharge or direct any Managed Facility Personnel, except as otherwise set forth herein, and covenants and agrees not to attempt to so supervise, direct or discharge.

5.3.3 Senior Executive Personnel. Subject to Tenant's approval rights in Section 2.2.7, Manager shall, on Tenant's behalf, recruit, screen, appoint, hire, pay (from the Operating Account), train, supervise, instruct and direct the Senior Executive Personnel, and they, or other Managed Facility Personnel to whom they may delegate such authority, shall, on Tenant's behalf: (a) recruit, screen, appoint, hire, train, supervise, instruct and direct all other Managed Facility Personnel necessary or advisable for the Operation of the Managed Facility; and (b) discipline, transfer, relocate, replace, terminate and discharge any Managed Facility Personnel.

5.3.4 Terms of Employment. Subject to Tenant's approval rights under Section 2.2.7, all terms and conditions of employment, personnel policies and practices relating to the Managed Facility Personnel shall be established, maintained and implemented by Manager in compliance with all Applicable Laws, on Tenant's behalf, including, but not limited to, Applicable Laws relating to the terms and conditions of employment, recruiting, screening, appointment, hiring, compensation, bonuses, severance, pension plans and other employee benefits, training, supervision, instruction, discipline, transfer, relocation, replacement, termination and discharge of Managed Facility Personnel. Manager shall process the payroll and benefits for Managed Facility Personnel.

5.3.5 Corporate Personnel. All Corporate Personnel who travel to the Managed Facility to perform technical assistance, participate in special projects or provide other services shall be permitted to reasonably utilize the services provided at the Managed Facility (including food and beverage consumption), without charge to Manager or such Corporate Personnel, in accordance with the Manager's System Policies.

#### 5.4 Bank Accounts.

5.4.1 Administration of Bank Accounts. Manager shall establish and administer the bank accounts listed in this Section 5.4 (the "**Bank Accounts**") on Tenant's behalf at a bank or banks selected by Tenant and reasonably approved by Manager. All Bank Accounts shall (a) be established by Manager (or a designee of Manager), as agent for Tenant, in the name of CEOC (or a subsidiary of CEOC), (b) be owned by CEOC (or such subsidiary of CEOC) and (c) use the taxpayer identification number of CEOC (or such subsidiary of CEOC). The Bank Accounts shall be interest-bearing accounts if such accounts are reasonably available. The Bank Accounts may include:

5.4.1.1 one or more accounts for the purposes of depositing all funds received in the Operation of the Managed Facility and paying all Operating Expenses (collectively, the "**Operating Account**");

5.4.1.2 one or more accounts into which amounts sufficient to cover all Managed Facility Personnel Costs shall be deposited from time to time by Manager (by transfer of funds from the Operating Account);

5.4.1.3 a separate account for the purpose of depositing funds sufficient to pay all amounts due to Manager under this Agreement (by transfer of funds from the Operating Account) (the "**Management Account**"); and

5.4.1.4 such other accounts as Manager with Tenant's prior approval (or Tenant with Manager's approval (not to be unreasonably withheld)) deems necessary or desirable.

Notwithstanding anything to the contrary herein, the Operating Account may hold other funds, including CEOC funds attributable to the Managed Facility, Other Managed Facilities and Other Managed Resorts; *provided* that Manager shall promptly reimburse Tenant for any direct loss to Tenant resulting from Manager's commingling of Tenant's funds in the Operating Account with funds of any Person that is not a Tenant or any use of Tenant's funds in the Operating Account in violation of this Agreement resulting from such comingling, other than at the direction or with the consent of Tenant.



All funds in the Bank Accounts shall be held in express trust for the benefit of CEOC and its subsidiaries and the funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant shall be disbursed on the terms and subject to the conditions of this Agreement, and Manager shall not commingle the funds associated with the Managed Facility with those of any other Person or property (other than CEOC and subsidiaries of CEOC and their respective property). All funds of Tenant generated with respect to the Managed Facility shall be held, at all times, in the Bank Accounts until such funds are paid in accordance with this Agreement and Manager shall not hold any such funds in any other manner. Notwithstanding anything herein to the contrary Manager shall comply with the escrow and reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or under any Landlord Financing Documents, to the extent compliance therewith by Tenant is required under the Lease; *provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or of any Landlord Financing.

**5.4.2 Authorized Signatories; Bank Account Information.**

5.4.2.1 Manager's designees may be authorized to draw funds from the Bank Accounts and make deposits into the Bank Accounts during the Term; *provided, however*, that if any Manager Event of Default has occurred, or if Manager is in breach of Section 5.4.4, (i) Tenant shall be authorized to draw, disburse and retain funds as Manager would be so entitled under Section 5.4.4 (and such funds may only be used in accordance with Section 5.4.4) and (ii) if any Manager Event of Default has occurred, Manager shall cease having any further rights to draw on such Bank Accounts and a signature (electronic or otherwise) from Tenant shall be required for Manager to draw funds from the Bank Accounts. Manager shall establish reasonable controls to ensure accurate reporting of all transactions involving the Bank Accounts and as Manager, consistent with commercially reasonable business procedures and practices which are consistent with the size and nature of the operations at the Managed Facility, reasonably deems necessary or advisable. For the avoidance of doubt, Tenant shall have the right to open, own and operate any other bank accounts (excluding the Bank Accounts) and with respect to such other bank accounts, Tenant shall have full authority to deposit, draw, disburse and retain funds and otherwise operate such bank accounts in its discretion without regard to this Section 5.4.

5.4.2.2 Manager shall (a) provide Tenant copies of bank statements with respect to the Bank Accounts, and (b) provide Tenant (1) weekly cash balance summaries with respect to each Bank Account and (2) such other information regarding the Bank Accounts as reasonably requested by Tenant from time to time.

5.4.3 Permitted Investments; Liability for Loss in Bank Accounts. Manager shall not invest funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant in the Bank Accounts, except as may be permitted under the Leasehold Financing Documents and as approved by Tenant. Tenant shall bear all losses suffered in any investment of funds into any such Bank Account, and Manager shall have no liability or responsibility for such losses, except to the extent due to a Manager Event of Default.

5.4.4 Disbursement of Funds to Tenant. All revenues from the operation of the Managed Facility shall be deposited promptly by Manager in the Operating Account. Manager may, from time to time, draw or transfer funds from the Operating Account to pay Operating Expenses that are then due and payable or to reimburse CEC or any of its subsidiaries for Operating Expenses that have been paid by them. On or about the twenty fifth (25<sup>th</sup>) day of each calendar month (unless Tenant and Manager agree on different timing for such monthly disbursements), Manager shall disburse to Tenant, or as directed by Tenant, any funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant remaining in the Operating Account at the end of the immediately preceding month after payment, contribution or retention, as applicable, of the following, without duplication: (a) all amounts due and payable under the Lease as of the date of disbursement; (b) all Operating Expenses then due but which have not yet been paid as of the date of disbursement; (c) the amount of debt service accruals and payments due to Leasehold Lenders as of the date of disbursement (as provided in the most recently updated Monthly Debt Service Schedule); and (d) retention by Manager of an amount sufficient to cover (i) a reasonable reserve (as approved by Tenant in the Annual Budget or otherwise in writing in advance), (ii) any other amounts necessary to cure or prevent any violation of any Applicable Law or the Lease in accordance with this Agreement, and (iii) such other amounts as may be agreed to by Manager and Tenant from time to time. In the event Tenant disputes any decision by Manager to reserve and not disburse to Tenant funds pursuant to this Section 5.4.4, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII. Notwithstanding anything contained in this Section 5.4.4 or in any other part of this Agreement to the contrary and, for the avoidance of doubt, nothing contained herein shall be construed as subordinating or deferring any obligations of Tenant under the Lease to any Operating Expenses or any other claims.

5.4.5 Transfers Between Bank Accounts. Subject to compliance with any cash management, escrow, reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or any Landlord Financing Documents (to the extent compliance therewith by Tenant is required under the Lease), Manager has the authority to transfer funds from and between the Bank Accounts in order to pay (or reimburse CEC or its subsidiaries for) Operating Expenses, to pay debt service with respect to the Managed Facility, to invest funds for the benefit of the Managed Facility (to the extent permitted under this Agreement), to pay the rent and other amounts required under the Lease and for any other purpose consistent with the Annual Budget and good business practices; *provided* that, if any of the circumstances contemplated by the proviso in the first sentence of Section 5.4.2 has occurred and is continuing, Manager shall not transfer funds allocable to the Managed Facility from the Management Account without the co-signature (electronic or otherwise) of a representative of Tenant (and Tenant shall not unreasonably withhold, condition or delay such co-signature).

5.4.6 Monthly Debt Service Schedule. Whenever Tenant incurs indebtedness with respect to the Managed Facility, Tenant shall provide Manager with a schedule of all principal and interest payments due with respect thereto and the method for calculating interest with respect to such indebtedness (as the same may be updated, the “**Monthly Debt Service Schedule**”).

#### 5.5 Funds for Operation of the Managed Facility.

5.5.1 Initial Working Capital. As of the Commencement Date, Tenant shall ensure that the available funds in the Operating Account (which may be attributable to the Managed Facility, Other Managed Facilities and/or other resorts that are owned by CEOC or its subsidiaries) include at least Two Hundred Ninety-One Million, Five Hundred Twenty-Five Thousand Dollars (\$291,525,000) of cash.

5.5.2 Additional Funds. If Manager reasonably determines at any time during the Term that: (a) the available funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant in the Operating Account are insufficient to allow for the uninterrupted and efficient Operation of the Managed Facility in accordance with this Agreement (including the Operating Standard) and the Lease, subject to the Operating Limitations, based on a ninety (90) day forward looking reference period as of such time; (b) the available funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant in the Operating Account are insufficient for the timely payment of amounts in any given month to be paid under Section 5.4.4; or (c) the available funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant in the Operating Account are insufficient for (i) Building Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant or (ii) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant, Manager shall notify Tenant of the existence and amount of the shortfall (a “**Funds Request**”) and shall provide a reasonably detailed explanation (including any relevant documentation related thereto) of the cause of such shortfall. Tenant shall be obligated to deposit into the Operating Account the amount requested by Manager in the Funds Request within fifteen (15) days after delivery of the Funds Request.

5.5.3 Failure to Provide Funds. If Tenant fails to deposit all or any portion of any amount requested in a Funds Request, Manager shall have the right (but not the obligation) to use or pledge Manager’s credit in paying, on Tenant’s behalf, (a) ordinary and customary Operating Expenses to the extent incurred in accordance with this Agreement, (b) Building Capital Improvements and Routine Capital Improvements to the extent incurred in accordance with this Agreement and the Lease and (c) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant, in which case Tenant shall pay for such goods or services when such payment is due. In addition, if Tenant fails to pay for such goods or services when such payment is due, then Manager shall have the right (but not the obligation) to pay for such goods or services, in which case Tenant shall reimburse Manager immediately upon demand by Manager (and Manager shall be entitled to reimburse itself from any available funds from the Operation of the Managed Facility, including the Operating Account) for all such amounts advanced by Manager, together with interest thereon in accordance with Section 3.4. For the avoidance of doubt, neither Manager nor Tenant shall have the right or power to pledge Landlord’s credit or property under any circumstances.

5.6 Purchasing. Manager and its Affiliates shall make or cause to be made available to the Managed Facility, on a Non-Discriminatory basis, licensing or purchasing programs available to each of the Other Managed Facilities and each of the Other Managed Resorts (whether on a national, regional, mandatory, optional or other basis) (each, a “**Purchasing Program**”). Manager may elect, in its discretion, but subject to the terms of this Section 5.6, the Lease, Applicable Law and the Annual Budget, to license any games or purchase or lease any FF&E and Supplies for the Operation of the Managed Facility from a Purchasing Program maintained by or for the benefit of Manager and/or its Affiliates; *provided* that (i) Manager shall ensure the prices and terms of the games, FF&E and Supplies to be licensed or purchased for the benefit of the Managed Facility under such Purchasing Program (including with such modifications as provided below) are reasonably comparable to the prices and terms which would be charged by reputable and qualified unrelated third parties on an arm’s length basis for similar games, FF&E and Supplies sold, leased or licensed to similar companies in the Gaming and hospitality industry, and may be grouped in reasonable categories rather than being compared item by item, and (ii) if multiple Purchasing Programs are available, Manager shall elect the applicable Purchasing Program it utilizes on a Non-Discriminatory basis. Manager and its Affiliates shall pass through any discounts, rebates or similar incentives received in connection with a Purchasing Program to the Managed Facility on a Non-Discriminatory basis. Tenant acknowledges and agrees that Manager and its Affiliates shall have the right; *provided* that the same is implemented on a Non-Discriminatory basis, to (a) modify the fees, costs or terms of any such Purchasing Program, including adding games, FF&E and Supplies to, and, subject to Applicable Law, deleting games, FF&E and Supplies from, such Purchasing Program; (b) terminate all or any portion of any such Purchasing Program, from time to time, upon sixty (60) days’ notice to Tenant; (c) subject to the obligation to pass through any such amounts as set forth in the immediately preceding sentence, receive commercially reasonable payments, fees, commissions or reimbursements from suppliers and third parties in respect of such purchases, leases or licenses; and (d) own or have investments in such suppliers.

5.7 Managed Facility Parking. Subject to the terms of the Lease, Tenant shall use commercially reasonable efforts to cause to be available as part of the Managed Facility (whether by expanding the Leased Property under the Lease (with Landlord’s approval to the extent required under the Lease), or otherwise obtaining use of other areas) parking sufficient for the Operation of the Managed Facility (it being acknowledged and agreed by Manager and Tenant that, as of the Commencement Date, the parking facilities available to the Managed Facility are sufficient for the Operation of the Managed Facility). If parking for the Managed Facility is not Operated as a part of the Managed Facility, Manager shall have the right to approve the arrangements for such operation, including the identity of any third-party parking manager.

5.8 Use of Affiliates by Manager. In performing its obligations under this Agreement, Manager from time to time may use the services of one (1) or more of its Affiliates as permitted under this Agreement, so long as neither Tenant nor Landlord is prejudiced thereby. If an Affiliate of Manager performs services Manager is required to provide under this Agreement, such Affiliate and its employees must hold such licenses or qualifications as may be required by the Gaming Authorities in connection with the performance of such services, and Manager shall be ultimately responsible hereunder for its Affiliate's performance. Tenant shall bear no cost or expense for the Affiliate's services, other than as expressly set forth in Section 4.1.1 for Centralized Services Charges, Section 3.2 for Reimbursable Expenses, Section 5.6 for participation in Purchasing Programs, Section 5.11 for an Amenities Manager and Section 12.1.1 for the Insurance Program. Subject to any confidentiality or similar obligations in favor of third parties (for the avoidance of doubt, exclusive of Manager's Affiliates) and *provided* that the same are applied in a Non-Discriminatory manner to all Persons with whom Manager transacts similar business, Manager shall make available to Tenant such information as reasonably requested by Tenant to compare the cost or expense charged by the Affiliate with charges of an unaffiliated third party.

#### 5.9 Limitation on Manager's Obligations.

5.9.1 General Limitations. Except as otherwise expressly provided in this Agreement, all costs and expenses of Operating the Managed Facility shall be payable out of funds from the Operation of the Managed Facility, or which are otherwise provided by Tenant (or otherwise borne by Services Co in accordance with the Services Co LLC Agreement and the Omnibus Agreement). In no event shall Manager be obligated to pledge or use its own credit or advance any of its own funds to pay any such costs or expenses for the Managed Facility. Accordingly, notwithstanding anything to the contrary in this Agreement, Manager shall be relieved from its obligations to Operate the Managed Facility in compliance with the Operating Standard and in accordance with this Agreement whenever and to the extent that Manager is prevented or restricted in any way from doing so by reason of: (a) the occurrence of a Force Majeure Event; (b) the Operating Limitations; (c) Tenant's breach of any material term of this Agreement at a time (x) following (i) the occurrence of a Leasehold Foreclosure with MLSA Assumption or (ii) the execution of a New Lease pursuant to Section 17.1(f) of the Lease and (y) when Tenant and Manager are not each an Affiliate of Lease Guarantor (a period when the circumstances described in the preceding clause (x) and clause (y) both exist is referred to herein as a "Section 5.9.1(c) Period"); (d) any limitation or restriction expressly set forth in this Agreement on Manager's authority or ability to expend funds in respect of the Managed Facility; or (e) the lack of availability of sufficient funds generated by the Managed Facility to Operate the Managed Facility during a Section 5.9.1(c) Period, except to the extent caused by a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose); *provided* that nothing in this Section 5.9.1 shall be deemed to relieve Manager of its obligation hereunder to Operate the Managed Facility in a Non-Discriminatory manner regardless of the availability to Manager of sufficient funds to Operate the Managed Facility (it being understood, however, for the avoidance of doubt, that Manager shall not be required to expend its own funds to Operate the Managed Facility).

5.9.2 Pre-Existing Conditions and External Events. If any environmental, construction, personnel, real property-related or other problems arise at the Managed Facility during the Term that: (a) relate to the Operation or condition of the Managed Facility, or activities undertaken at the Managed Facility or on the Leased Property, prior to the Term; (b) are caused by or arise from the actions of Landlord, Landlord's Affiliates, Tenant or Tenant's subsidiaries, or (c) are caused by or arise from sources not within the control of Manager and/or its Affiliates (including a Force Majeure Event), Manager's services under this Agreement shall not extend to management of any remediation, abatement or other correction of such problems, and Tenant (or Landlord, as applicable, if and to the extent so required pursuant to the Lease) shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement and correction of such problems (in each case, in accordance with the Lease and all Applicable Law), and shall take such actions in a timely manner with as little disturbance or interruption of the use and Operation of the Managed Facility as reasonably practicable. Notwithstanding the foregoing, in the event such problems exist: (i) Manager will cooperate reasonably with Landlord and/or Tenant, as applicable, in connection with such remediation, abatement and correction efforts; and (ii) if there is a reasonable likelihood that such problems would cause criminal or civil liability to Manager, Tenant, or Landlord, injury to persons using the Managed Facility or damage to the Managed Facility, Tenant shall promptly remedy such problems and if Tenant fails to do so, Manager shall have the right to take all reasonably necessary steps to comply with any Applicable Law and/or the terms of the Lease, or to avoid criminal or civil liability to Manager, Tenant, or Landlord, or injury to Persons or property; *provided that* Manager shall give Landlord and Tenant reasonable prior written notice thereof.

5.10 Third-Party Operated Areas. Manager shall, in Consultation with Tenant, identify particular portions of the Managed Facility, such as restaurants, bars, entertainment venues, spas, retail locations or such portion of the Managed Facility identified and agreed between Tenant and Manager ("**Third-Party Operated Areas**"), that shall be operated by third parties (the "**Third-Party Managers**") under a sublease, operating agreement, franchise agreement or similar agreement arranged by Manager and in the name of Tenant. Manager shall have the right, in Consultation with Tenant, to manage the process of selecting any Third-Party Managers. Any sublease, operating agreement, franchise agreement or similar agreement entered into with a Third-Party Manager shall (i) (a) be consistent with the terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facility) and be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease; (b) require the Third-Party Managers to operate the Third-Party Operated Areas in accordance with the Lease, the Operating Standard and all other provisions, terms and conditions of this Agreement, subject to the Operating Limitations, and (c) require the Third-Party Managers and their employees and contractors, as applicable, to hold such license or qualification as may be required by the Gaming Authorities or Applicable Law and (ii) shall otherwise be subject to Tenant's prior review and approval.

5.11 Amenities. Manager shall have the right to propose to have an Affiliate of Manager (the "**Amenities Manager**") operate one or more of the Third-Party Operated Areas. The arrangement with any Amenities Manager for the operation of any

restaurants, bars, entertainment venues, spas, retail locations or other amenity as a part of the Managed Facility shall be documented pursuant to a sublease or management agreement prepared by Manager and approved by Tenant which shall provide that the restaurant, bars, entertainment venue, spa, retail location or other amenity, as applicable, shall be (a) designed and constructed in all material respects in accordance with the Operating Standard, Design Guidance and any other standards reasonably required by Tenant and the Amenities Manager, and (b) operated in accordance with the Operating Standard and all other terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facility), in each case subject to the Operating Limitations, and in accordance with, and subject to, Applicable Law. Any such arrangement shall be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease.

5.12 Modification of Operation of the Managed Facility. Notwithstanding the provisions of Article IV and Article V of this Agreement or anything else to the contrary herein, the Parties acknowledge and agree that, subject to the consent of Landlord (but only to the extent such consent is required pursuant to the Lease), and subject to compliance with any applicable requirements of the Lease (and subject, further, to the final sentence of this Section 5.12), so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may agree in their reasonable discretion to modify, in a Non-Discriminatory manner, any such provisions of Article IV and Article V (except for Section 5.4.4, Section 5.9 and this Section 5.12) from time to time (*provided* that any such modification shall not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement) solely to reflect the operational requirements of the Managed Facility and the Centralized Services as they exist from time to time and to otherwise, in a Non-Discriminatory manner, more efficiently operate and manage the Managed Facility in accordance with the provisions, terms and conditions of this Agreement and perform the Parties' obligations hereunder; *provided, however*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion. Notwithstanding the foregoing or anything otherwise contained in this Agreement, for as long as the indebtedness secured by the Existing Landlord's Lender remains outstanding (or for so long as any Landlord Financing Documents prohibit modification of this Agreement absent the applicable Landlord's Lender's consent), no modification of any nature of this Agreement pursuant to this Section 5.12 (in the case of any Landlord's Lender other than the Existing Landlord's Lender, to the extent such modification requires such Landlord's Lender's consent under such Landlord Financing Documents) shall be permitted absent Landlord's express written consent, and any purported modification as to which Landlord shall not have consented expressly in writing shall be void *ab initio*.

## ARTICLE VI

### APPROVALS

6.1 Gaming Licenses. The Parties agree that this Agreement and all other agreements contemplated herein shall be executed only after receipt of all required

approvals and authorizations, if any, by all applicable Gaming Authorities. Tenant, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to make effective this Agreement as and if required by Applicable Law and permit Tenant to make the payments required to be made to Manager under this Agreement and all related agreements; *provided* that Manager, at Manager's expense, during the Term shall maintain such license(s) or qualification(s) applicable to Manager as may be required by applicable Gaming Authorities. Manager shall have the right, at its expense, to participate in all phases of the approval or authorization process. The Parties shall cooperate in all such undertakings or dealings with Gaming Authorities, and Tenant shall provide reasonable notice to Manager (and, if Landlord is requested to attend, to Landlord) prior to all meetings with any Gaming Authority for such purpose. Each of Manager and Tenant covenants and agrees to use its best efforts to obtain and maintain all Approvals (other than such license(s) or qualification(s) applicable to the other Party) required to approve Manager to Operate the Managed Facility and this Agreement.

## ARTICLE VII

### PROPRIETARY RIGHTS

#### 7.1 Managed Facilities IP.

7.1.1 Subject to, and solely in accordance with, the terms, conditions and provisions set forth in this Agreement, Caesars IP Holder and Tenant hereby grant to Manager (and Manager hereby accepts) a non-exclusive, royalty-free, fully-paid up, worldwide right and license to use, modify, distribute, copy/reproduce, publish, create derivative works of, and otherwise commercialize or exploit, the Managed Facilities IP as necessary to Operate, promote and market the Managed Facility in accordance with the terms of this Agreement throughout the Term of this Agreement and during the Transition Period.

7.1.2 Any and all uses of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) by Manager shall be subject to the prior written consent of Caesars IP Holder or Tenant, or any of their respective designees, as applicable, such consent to be provided or withheld in Caesars IP Holder's, Tenant's or such designee's sole discretion; *provided, however*, that Caesars IP Holder and Tenant acknowledge and agree that (i) with respect to any uses consistent with the uses of the Trademarks as were in effect on or prior to the Commencement Date, or (ii) to the extent such uses by Manager are otherwise consistent with those uses of the Trademarks included in the Licensed IP (as defined in the Omnibus Agreement) that are permitted pursuant to the terms of the Omnibus Agreement, such uses (collectively, the "**Permitted Uses**") are in each case hereby deemed approved; *provided, further*, that consent required under this Section 7.1.2 shall be provided in a Non-Discriminatory manner. Caesars IP Holder, Tenant, or any of their respective designees, as applicable, shall have the sole and exclusive right to determine the form and manner of presentation of the applicable Trademarks included in the Managed Facilities IP (including any



Trademarks that comprise any Brands) in connection with the Operation of the Managed Facility, including all uses of such Trademarks in marketing, sales, advertising and promotional materials of the Managed Facility, any goods or services relating to the Managed Facility and any signage for the Managed Facility (subject, in each case, to the deemed approval of any Permitted Uses); *provided* that such determination shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.1.3 All rights not expressly granted hereunder are reserved by Caesars IP Holder or Tenant, as applicable. Notwithstanding that Manager shall use the Managed Facilities IP in connection with the Operation of the Managed Facility, Manager acknowledges that, as between Caesars IP Holder or Tenant, on the one hand, and Manager, on the other hand, this use of the Managed Facilities IP shall not create in Manager's favor any proprietary right, title, or interest in or to any of the Managed Facilities IP, and all rights of ownership and control of the Managed Facilities IP shall (subject to Section 7.2.2.3) reside solely with Caesars IP Holder or Tenant, as applicable. If and to the extent Manager acquires any proprietary right, title or interest in or to any of the Managed Facilities IP, Manager hereby irrevocably assigns all such right, title and interest therein to Caesars IP Holder or Tenant, as applicable.

7.1.4 Manager acknowledges and agrees that the right to use the Managed Facilities IP in connection with the Operation, promotion and marketing of the Managed Facility (a) excludes any right granted to Manager to apply to register or register any Trademarks, copyrights or domain names, in each case included in or that would be reasonably likely to cause confusion with any Trademark, copyright, or domain name included in the Managed Facilities IP, or seek any patents which cover any proprietary element of the Managed Facilities IP; (b) excludes any right of Manager to sublicense or subcontract or permit other Persons to use the Managed Facilities IP (including the production of branded products) without the prior written consent of Caesars IP Holder or Tenant or any of their respective designees, as applicable, subject, in each case, to the deemed approval for any Permitted Uses as set forth in Section 7.1.2, (c) excludes any right to initiate or control any cease and desist letters, litigations, arbitrations and other disputes, actions or proceedings with respect to actual or alleged third-party infringements, misappropriations or other violations of the Managed Facilities IP or claims concerning the Managed Facilities IP, including the right to settle disputes in connection therewith, and (d) does not permit Manager to acquire, or represent in any manner that Manager has acquired, in any manner any ownership rights in the Managed Facilities IP or any Trademarks that are confusingly similar to the Trademarks included in the Managed Facilities IP, including any Trademarks that comprise any Brands.

7.1.5 Manager acknowledges and agrees that all uses by Manager of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) and the goodwill created therein shall inure solely to the benefit of Caesars IP Holder or Tenant, as applicable. Manager will execute all documents reasonably requested by Caesars IP Holder or Tenant to evidence Caesars IP Holder's or Tenant's ownership rights in the Managed Facilities IP, as applicable, and Caesars IP Holder and/or Tenant, as applicable, will execute all documents reasonably requested by

or on behalf of Manager to evidence Manager's right to use the Managed Facilities IP as set forth in this Agreement. Manager shall not, directly or indirectly, contest or aid others in contesting Caesars IP Holder's or Tenant's respective ownership of the Managed Facilities IP, or the validity, enforceability or registrability of the Managed Facilities IP. Manager shall not, and shall cause its Affiliates not to, do anything which impairs Caesars IP Holder's or Tenant's ownership, or the validity, of their respective Managed Facilities IP. Each of Caesars IP Holder and Tenant shall not, directly or indirectly, contest or aid others in contesting, Manager's right to use the Managed Facilities IP as set forth in this Agreement.

7.1.6 Manager shall promptly notify Caesars IP Holder and Tenant in writing of (a) any alleged infringement, misappropriation or other violation of the Managed Facilities IP by another Person's actions, products or services, and (b) any other Claim concerning the Managed Facilities IP.

7.1.7 Manager shall promptly notify Landlord in writing of any action filed with any Governmental Authority against Manager, or to Manager's knowledge, against Caesars IP Holder or Tenant, alleging infringement, misappropriation, or other violation of any alleged material Intellectual Property right of any third party relating to or arising out of the use or registration of any material Managed Facilities IP over which Landlord has been granted a lien pursuant to the Lease or otherwise.

7.1.8 Manager acknowledges and agrees that any unauthorized use of the Managed Facilities IP by Manager may result in irreparable harm to Caesars IP Holder or Tenant, as applicable, for which remedies other than injunctive relief may be inadequate, and that Caesars IP Holder or Tenant, as applicable, may be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies.

7.2 Proprietary Information and Systems; Guest Data and Property Specific Guest Data.

7.2.1 Proprietary Information and Systems. Tenant acknowledges that, pursuant to the Omnibus Agreement, Services Co makes available to Manager the Proprietary Information and Systems, and that the use by Manager and ownership of such Proprietary Information and Systems shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.2.2 Guest Data and Property Specific Guest Data.

7.2.2.1 Tenant acknowledges that, pursuant to the Omnibus Agreement, Manager is granted a license to Guest Data, and that the use by Manager and ownership of such Guest Data shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event in a Non-Discriminatory manner.

7.2.2.2 Manager recognizes the right of ownership of Tenant and its Affiliates to all Property Specific Guest Data. Tenant agrees that throughout the Term, Manager or Manager's designees may host and retain Property Specific Guest Data, which may be collected and stored in systems implemented and managed by or on behalf of Manager or its Affiliates, including all Property Specific Guest Data gathered by or on behalf of Manager or its Affiliates in connection with any casino player loyalty program card or successor player or guest rewards program. Tenant or one of its Affiliates shall own (jointly with Manager pursuant to Section 7.2.2.3) and be entitled to use any and all of the Property Specific Guest Data gathered by or on behalf of Manager or its Affiliates in connection with this Agreement, including through such programs.

7.2.2.3 Subject to Applicable Law, (i) Manager shall have and is hereby assigned by Tenant joint ownership (with no duty to account) to all Property Specific Guest Data and (ii) upon expiration or termination of this Agreement, Manager shall be permitted to retain (or, as necessary, to request and retain) a copy of each of the Property Specific Guest Data and the Guest Data; *provided* that Manager's use of Property Specific Guest Data and the Guest Data shall be subject to the limitations set forth in Section 2.3.2, and nothing contained herein shall be construed to limit in any manner (as between Manager and Tenant) Tenant's rights of ownership or use of Property Specific Guest Data either prior to or following expiration or termination of this Agreement.

7.2.2.4 Notwithstanding anything contained in this Agreement to the contrary, the use of the Property Specific Guest Data and the Guest Data by Manager and Tenant shall, in all events, be in accordance with the Operating Standard and in any event in a Non-Discriminatory manner, and shall further be subject to the limitations and restrictions set forth in any other agreement or other contract related thereto (including the Lease), this Agreement, Applicable Law, and this Section 7.2.2.

7.3 Assignment of Derivative Works. Manager hereby irrevocably assigns to Tenant or Caesars IP Holder, as applicable, all right, title and interest in and to any Intellectual Property (including any Property Specific Guest Data or Guest Data) that is created, developed or acquired from time to time by or on behalf of Manager and that is Derivative Work of any Managed Facilities IP.

7.4 Survival. Section 7.2 shall survive the expiration or termination of this Agreement.

## ARTICLE VIII

### CONFIDENTIALITY

8.1 Disclosure by Tenant. Tenant acknowledges (i) that Manager will provide certain Manager Confidential Information to Tenant in connection with the Operation of the Managed Facility, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Tenant may receive certain Landlord Confidential Information in connection with the Managed Facility, and that

such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter:

(a) Tenant shall not, and shall cause its Affiliates not to, use Manager Confidential Information or Landlord Confidential Information in any other business or capacity, and Tenant acknowledges such use would constitute an unfair method of competition; (b) Tenant shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants, existing and potential landlords and their lenders (including, to the extent required under the Lease, to Landlord and any Landlord's Lender), and existing and potential Leasehold Lenders and investors and potential purchasers (*provided* that such potential investor or purchaser is not a Tenant Competitor), but only on a reasonable "need to know" basis in connection with its interest in the Managed Facility and subject to customary confidentiality protections (including under the Lease); (c) Tenant shall not make unauthorized copies of any portion of Manager Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Tenant shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential landlords (including Landlord and Landlord's Lenders (in respect of Manager Confidential Information)), Leasehold Lenders or investors or potential purchasers use, disclose or copy any Manager Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement, or take any other actions that Tenant is otherwise prohibited from taking under this Section 8.1. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.1 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Tenant (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Landlord, or disclosed to Tenant by a third party not subject to confidentiality obligations to either Manager or Landlord, as applicable, or developed by Tenant without use of Manager Confidential Information or Landlord Confidential Information. In the event that Tenant or any Person to which Tenant has disclosed Manager Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Landlord Confidential Information, Tenant shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Manager and/or Landlord, as applicable, and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.1; and (B) reasonably cooperate with Manager, Landlord and their respective Affiliates, at their expense, in any effort Manager, Landlord or any of their respective Affiliates undertakes to obtain a

protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.1, Tenant shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager Confidential Information or Landlord Confidential Information, as applicable, that Tenant is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Tenant shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential Leasehold Lenders and investors and potential purchasers in violation of this Section 8.1.

8.2 Disclosure by Manager. Manager acknowledges that (i) Tenant may from time to time provide certain Tenant Confidential Information to Manager in connection with the Operation of the Managed Facility, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets and (ii) Manager may receive certain Landlord Confidential Information in connection with the Managed Facility, and that such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Manager shall not, and shall cause its Affiliates not to, use Tenant Confidential Information or Landlord Confidential Information in any other business or capacity (other than any Tenant Confidential Information that Manager independently possesses in its capacity as a recipient of services from Services Co or the Guest Data that is licensed to Manager pursuant to the Omnibus Agreement), and Manager acknowledges such use would constitute an unfair method of competition; (b) Manager shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Tenant Confidential Information, the Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable “need to know” basis in connection with its Operation of the Managed Facility and subject to customary confidentiality protections; (c) Manager shall not make unauthorized copies of any portion of Tenant Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Manager shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Tenant Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Manager is otherwise prohibited from taking under this Section 8.2. Notwithstanding the foregoing, the restrictions on the use and disclosure of Tenant Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.2 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock

exchange rules; or (iii) to information known to Manager (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Landlord or Tenant or disclosed to Manager by a third party not subject to confidentiality obligations to either Landlord or Tenant, as applicable, or developed by Manager without use of Tenant Confidential Information or Landlord Confidential Information. In the event that Manager or any Person to which Manager has disclosed either Tenant Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Tenant Confidential Information or Landlord Confidential Information, Manager shall and shall cause such Person to: (A) provide Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Tenant and/or Landlord, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.2; and (B) reasonably cooperate with Tenant, Landlord and their Affiliates, at their expense, in any effort Tenant, Landlord, as applicable, or any of their respective Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.2, Manager shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Tenant Confidential Information or Landlord Confidential Information that Manager is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Tenant Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Manager shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.2.

8.3 Disclosure by Landlord. Landlord acknowledges that (i) Landlord may receive certain Manager Confidential Information in connection with the Operation of the Managed Facility, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Landlord may receive certain Tenant Confidential Information in connection with the Operation of the Managed Facility, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Landlord shall not, and shall cause its Affiliates not to, use either Manager Confidential Information or Tenant Confidential Information in any other business or capacity, and Landlord acknowledges such use would constitute an unfair method of competition; (b) Landlord shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information or Tenant Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable “need to know” basis in connection with its ownership of the Managed Facility and subject to customary confidentiality protections; (c) Landlord shall

not make unauthorized copies of any portion of Manager Confidential Information or Tenant Confidential Information disclosed in written, electronic or other form; and (d) Landlord shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Manager Confidential Information or Tenant Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Landlord is otherwise prohibited from taking under this Section 8.3. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Tenant Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.3 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Landlord (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Tenant or disclosed to Landlord by a third party not subject to confidentiality obligations to either Manager or Tenant, as applicable, or developed by Landlord without use of either Manager Confidential Information or Tenant Confidential Information. In the event that Landlord or any Person to which Landlord has disclosed either Manager Confidential Information or Tenant Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Tenant Confidential Information, Landlord shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information), with prompt notice, to the extent legally permissible, so that Manager and/or Tenant, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.3; and (B) reasonably cooperate with either Manager or Tenant, as applicable, and their Affiliates, at their expense, in any effort Manager or Tenant or any of its Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information) in its discretion waives compliance with the provisions of this Section 8.3, Landlord shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager Confidential Information or Tenant Confidential Information that Landlord is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Tenant Confidential Information so disclosed (to the extent available). Landlord shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.3.

8.4 Public Statements. Tenant and Manager shall cooperate with each other on all press releases and other public statements relating to the Managed Facility and neither Tenant nor Manager shall issue any press release or other public statement

relating to the Managed Facility without the prior written approval of Tenant or Manager, as applicable, and receipt of any required approvals from any Governmental Authority, except for any public statement required under Applicable Law, which shall not require such approval and shall be governed by the final two sentences of this Section 8.4; *provided* that Manager and its Affiliates may, subject to Applicable Law, make public statements and press releases regarding the Managed Facility in connection with CEC's general business operations, in the Operation of the Managed Facility or in the ordinary course of Manager's Operation of the Managed Facility. With respect to any public statement required under Applicable Law made by Tenant, Tenant shall provide Manager and with respect to any public statement required under Applicable Law made by Manager, Manager shall provide Tenant, with a reasonable opportunity to review and comment upon any such statement prior to its issuance. In addition, Tenant and Manager may make reference to the Managed Facility, this Agreement and such Party's business in connection with making Securities Exchange Commission filings, investor and lender reports and presentations, financing documents and offering materials.

#### 8.5 Cumulative Remedies.

8.5.1 Tenant acknowledges that any violation of the provisions of Section 8.1 or 8.4 would cause irreparable harm and injury to either Manager or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Manager or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.2 Manager acknowledges that any violation of the provisions of Section 8.2 or 8.4 would cause irreparable harm and injury to either Tenant or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Tenant or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.3 Landlord acknowledges that any violation of the provisions of Section 8.3 or 8.4 would cause irreparable harm and injury to either Manager or Tenant, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, such Manager or Tenant and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.4 The remedies provided in this Section 8.5 are cumulative and shall not exclude any other remedies to which a Party or its Affiliates may be entitled under this Agreement or Applicable Law, and the exercise of a remedy under this Section 8.5 shall not be deemed an election excluding any other remedy or any waiver thereof.



8.5.5 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties acknowledge and agree that nothing in this Article VIII is intended or shall be construed to, limit, vitiate or supersede the provisions, terms and conditions of Article XXIII of the Lease.

8.6 Survival. This Article VIII shall survive the expiration or termination of this Agreement.

## ARTICLE IX

### MARKETING

#### 9.1 Marketing.

9.1.1 Managed Facility Marketing Program. In addition to the Managed Facility's participation in any marketing program included as part of the Centralized Services, Manager shall develop and implement a specific marketing program for the Managed Facility, which shall provide for the planning, publicity, internal communications, organizing and budgeting activities to be undertaken, and which may include the following: (a) production, distribution and placement of promotional materials relating to the Managed Facility, including materials for the promotion of employee relations; (b) development and implementation of promotional offers or programs that benefit the Managed Facility and are undertaken by Manager or by a group of hotels and casinos that includes the Managed Facility; (c) attendance of Managed Facility Personnel at conferences, conventions, meetings, seminars and travel congresses; (d) selection of and guidance to advertising agency and public relations personnel; and (e) subject to Tenant's approval to the extent required herein, preparation and dissemination of news releases for national and international trade and consumer publications. Tenant shall not publish any advertising materials or otherwise implement any marketing, advertising or promotion program for the Managed Facility on its own, without Manager's prior written approval (not to be unreasonably withheld, conditioned, or delayed).

9.1.2 Development and Implementation. The development and implementation of the Managed Facility's specific marketing program shall be effected substantially by Managed Facility Personnel, with periodic assistance from Corporate Personnel with marketing and sales expertise. Except as may be included in the Centralized Services Charges, any such assistance provided by any Corporate Personnel shall be at no cost to Tenant or the Managed Facility for such Corporate Personnel's time, but the reasonable Out-of-Pocket Expenses incurred by Manager or its Affiliates in connection with such assistance shall be Operating Expenses. Subject to the provisions of Section 5.1 relating to the Annual Budget, the Managed Facility's specific marketing program shall be in accordance with the Operating Standard, and in any event shall be

Non-Discriminatory, and comply with the sales, advertising and public relations policies and guidelines and corporate identity requirements established by Manager, for Other Managed Facilities and Other Managed Resorts, as such policies, guidelines and requirements may be modified from time to time. Subject to the provisions of Section 5.1 relating to the Annual Budget, Manager shall have the right to engage a Person on behalf of Tenant to perform such marketing and public relations activities for the Managed Facility pursuant to this Article IX.

9.1.3 Content. Manager shall have the right to create or obtain, or at the reasonable request of Manager, Tenant shall create or obtain and provide to Manager, updated photographs, descriptive content and other media, such as video and floor plans, of the Managed Facility (collectively, “**Content**”) from time to time in accordance with Manager’s specifications for Content. As between Manager and Tenant, all ownership or license rights to original Content (including any Intellectual Property therein), created or procured by Manager or Tenant, shall vest in Tenant. Manager hereby assigns to Tenant or its applicable subsidiary all of Manager’s rights, title and interest in such Content. If Tenant obtains Content, Tenant shall ensure that any such Content includes usage rights for the benefit of Manager in connection with the operation of the Managed Facility during the Term. Nothing in this Section 9.1.3 shall be interpreted to vest in Manager or Tenant any ownership or usage rights in any photographs, descriptive content, or other media or works of authorship owned by or licensed to Landlord.

## ARTICLE X

### BOOKS AND RECORDS

10.1 Maintenance of Books and Records. Manager shall keep and maintain, on an Operating Year basis in accordance with GAAP, accurate books, records and accounts reflecting all of the financial affairs, and all items of income and expense, in connection with the Operation of the Managed Facility and otherwise in a manner consistent with the then existing policies and standards applicable to Other Managed Facilities and Other Managed Resorts and otherwise reasonably acceptable to Tenant. All books of account and other financial records of the Managed Facility shall be available to Tenant, any Leasehold Lender and their respective agents, representatives and designees (subject to Section 8.1) at all reasonable times for examination, audit, inspection and copying; *provided* that Tenant shall bear all Out-Of-Pocket Expenses incurred by Manager or its Affiliates in connection with any such examination, audit, inspection or copying. All of the financial books and records of the Managed Facility, including books of account and front office records shall be the property of Tenant. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have the right (not more than once per calendar year), at its expense, to or to cause its agents or auditors to carry out an independent audit or inspection of the books of accounts and records and/or any other information maintained by Manager or Services Co (or any of their respective Affiliates that are performing any of the services of Manager or Services Co described hereunder) with respect to the Managed Facility (including, without limitation, all information, records and materials with respect to contracts and engagements entered into by Manager and/or Services Co with Affiliates and/or with respect to Centralized Service Charges

and/or purchasing programs, which information shall include terms of all cost allocations between the Managed Facility on the one hand and other hotel properties and casinos owned and/or managed by Manager and its Affiliates (or furnished Centralized Services by Services Co or any Affiliate) and subject to the same agreements and/or purchasing programs on the other hand). In the event of any such audit or inspection, Manager shall promptly respond to any queries raised by any such auditors in relation to that audit and shall promptly make available to any such auditors any and all materials relevant to the management of the Managed Facility.

10.2 Monthly Financial Reports. Manager shall cause to be prepared and delivered to Tenant reasonably detailed unaudited monthly operating reports (the “**Monthly Reports**”) that reflect the operational results of the Managed Facility for each month of each Operating Year. Manager shall deliver each Monthly Report to Tenant on or before the twenty fifth (25th) day of the month following the month (or partial month) to which such Monthly Report relates. At a minimum, the Monthly Reports shall include: (a) a balance sheet including current and prior month and prior year-end comparisons (to the extent applicable) and differences in reasonable detail; (b) an income and expense statement for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year); (c) a statement of cash flows for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year) in reasonable detail to allow Tenant to identify and ascertain sources and uses thereof; (d) a statement of account balances in each Bank Account; and (e) such other reports or information otherwise specified in this Agreement to be provided to Tenant on a monthly basis or as Tenant and Manager may reasonably agree from time to time. Notwithstanding anything to the contrary contained in this Section 10.2, Manager shall not be obligated to deliver a Monthly Report for the last month of each calendar quarter.

10.3 Tenant Financial Statements. Manager shall cause to be prepared and delivered to Tenant the financial statements and such other information, budgets, reports and certifications of Tenant required to be delivered by Tenant to Landlord pursuant to Section 23.1(b) of the Lease (other than, for the avoidance of doubt, Sections 23.1(b)(ii) and (iii) of the Lease, it being understood that the required deliveries under Sections 23.1(b)(ii) and (iii) of the Lease are addressed in the next paragraph), on or prior to the date of delivery required by such Section 23.1(b) of the Lease; *provided* that such financial statements shall be prepared in accordance with GAAP and shall otherwise conform to the requirements of “Financial Statements” as defined in the Lease.

With respect to annual financial statements required to be delivered by CEOC and CEC pursuant to Section 23.1(b)(ii) and (iii) of the Lease, respectively (the “**Certified Financial Statements**”), Manager shall cooperate in all respects with CEOC, CEC and the Designated Accountant in the preparation of and audit of such financial statements to the extent incorporating information regarding the Managed Facility required to be delivered by Manager hereunder, including the delivery by Manager of any financial information generated by Manager pursuant to the terms of this Agreement and reasonably required by CEOC and CEC to prepare and the Designated Accountant to issue its report on such audited financial statements.

CEC acknowledges the obligations of Tenant with respect to financial statements and other information of CEC pursuant to Sections 23.1(b)(iii) and 23.2(b) of the Lease and agrees to provide its financial statements and other information in accordance with, and on or before the dates required in, Section 23.1(b)(iii) of the Lease (and to use its commercially reasonable efforts to provide such financial statements and other information to the extent required pursuant to Section 23.2(b) of the Lease and to permit the use of such financial statements and other information as contemplated thereunder (including, without limitation, commercially reasonable efforts in connection with the preparation and delivery of such management representation letters, comfort letters and consents of applicable certified independent auditors to inclusion of their reports in applicable financing disclosure documents, to the extent required to be delivered to Landlord pursuant to Section 23.2(b) of the Lease)).

10.4 Other Reports and Schedules. In addition to the financial statements and other information required to be delivered to Tenant hereunder, Manager shall cause to be prepared and delivered to Tenant any additional reports and schedules as Tenant and Manager may reasonably agree from time to time, and copies of such leases, contracts and documents as Tenant may reasonably request from time to time. Notwithstanding the foregoing, subject to Section 2.5 and to compliance with any requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Article X with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## ARTICLE XI

### ASSIGNMENTS

11.1 Assignment by Tenant. The Parties agree that:

11.1.1 Tenant Assignments Restricted. Except as otherwise expressly permitted in Article XIII or this Article XI, Tenant may not cause, permit or suffer an Assignment, in whole or in part, directly or indirectly, of any of Tenant's right, title or interest in and to (or of any of its obligations under) this Agreement without the prior express written consent of each of Manager, Lease Guarantor and Landlord. Any Change of Control of Tenant shall be deemed an Assignment for purposes of this Article XI (whether or not the same is deemed an assignment of the Lease pursuant to the provisions thereof) (it being understood that any Transfer of Ownership Interests in Tenant that does not constitute a Change of Control of Tenant shall not be deemed an Assignment). Any attempted Assignment (including any attempted deemed Assignment) in violation of the preceding portion of this Section 11.1.1 (whether or not permitted under the Lease) shall be void and of no force or effect and shall constitute an Event of Default by Tenant governed by the terms of Section 16.1 of this Agreement. Without limitation of any other

notification requirements otherwise set forth in this Article XI, Tenant shall provide prompt written notice to Manager and Landlord of any proposed Assignment (excluding, for the avoidance of doubt, the transactions described in Section 11.1.2.4), Transfer of Ownership Interests (other than pursuant to Section 11.1.2.3 or with respect to any Transfer of an Ownership Interest in CEC (unless constituting a Change of Control of CEC)), Change of Control or Foreclosure by Leasehold Lender, in each case both at the time of execution of any definitive agreement with respect thereto and at the time of the consummation of any such transaction.

11.1.2 Assignment by Tenant without Consent.

11.1.2.1 Notwithstanding the provisions of Section 11.1.1, Tenant (and/or Leasehold Lender under a Leasehold Financing) shall have the right, without Manager's or Lease Guarantor's or Landlord's consent, to effect or permit an Assignment (or deemed Assignment) of this Agreement by Tenant in connection with any applicable Lease Foreclosure Transaction that is made as expressly permitted by, and strictly in accordance with, Section 22.2(i) of the Lease; *provided* that the conditions described in Section 11.1.3 and all applicable provisions of the Lease are satisfied in connection with such Assignment or Transfer of Ownership Interests.

11.1.2.2 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit an Assignment of this Agreement to an Affiliate of Tenant or to CEC or an Affiliate of CEC; *provided* that the conditions described in Section 11.1.3 and any applicable provisions of the Lease are satisfied in connection with such Assignment.

11.1.2.3 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit a Transfer of Ownership Interests in Tenant to the extent such Transfer of Ownership Interests is expressly permitted by (and made in accordance with) Section 22.2(iii), Section 22.2(iv) or Section 22.2(v) of the Lease and any such other applicable provisions of the Lease.

11.1.2.4 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect entry into a Sublease or Booking (as each such term is defined in the Lease) that is expressly permitted by (and made in accordance with) Section 22.3 and Section 22.7, as applicable, of the Lease or a lien or other encumbrance expressly permitted by (and made in accordance with) Article XI or Article XVII of the Lease and/or Section 13.1.1 of this Agreement (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Agreement or any of the other Lease/MLSA Related Agreements).

11.1.2.5 Notwithstanding anything otherwise set forth in this Agreement, any Assignment (including any deemed Assignment) or any Transfer of Ownership Interests (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted) pursuant to this Section 11.1 or otherwise shall not result in the

termination, release, reduction or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.1.3 Conditions to Assignment. Notwithstanding anything to the contrary in Section 11.1.2, all Assignments (including any deemed Assignment (it being understood, for the avoidance of doubt, however, that any Leasehold Foreclosure with MLSA Termination shall not be deemed an Assignment for purposes of this Section 11.1.3)) by Tenant (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted pursuant to this Section 11.1) (but excluding the transactions permitted by Section 11.1.2.3 and Section 11.1.2.4, so long as the applicable provisions of the Lease and/or Section 13.1.1 in respect of any such Assignments are satisfied) shall be subject to the following conditions:

11.1.3.1 Tenant (and/or the Leasehold Lender under the applicable Leasehold Financing in the case of a Leasehold Foreclosure with MLSA Assumption) shall provide written notice to Manager and Landlord at least thirty (30) days prior to the proposed Assignment (including any deemed Assignment), specifying in reasonable detail the nature of the Assignment and such additional information as Manager and/or Landlord may reasonably request in order to determine whether the proposed transferee or any controlling Persons (in the case of a Change of Control) (and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed transferee or such controlling Person) is a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, which notice shall be accompanied by the proposed forms of Tenant Assumption Agreement and Assignment Documents, if applicable;

11.1.3.2 In the case of a direct assignment or transfer of the Lease or Tenant's interest therein, (a) the assignor shall not be released from this Agreement unless the assignor is also released in accordance with the terms of the Lease, (b) the assignee or transferee shall assume the obligations of Tenant under this Agreement and shall agree in writing (in a form and substance reasonably approved by Manager and Landlord prior to the effectuation of such assignment or transfer) to be bound by this Agreement, the Lease and all other Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the Assignment (the "**Tenant Assumption Agreement**"), (c) Tenant shall provide Manager and Landlord with a copy of such Tenant Assumption Agreement, together with copies of all other documents effecting such Assignment (in a form reasonably approved by Manager and Landlord) (the "**Assignment Documents**"), within two (2) days following the date of the Assignment, and (d) upon the consummation of such Assignment, this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Tenant (as assumed by such assignee or transferee), Manager, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, unless and solely to the extent expressly provided otherwise in this Agreement or in such other Lease/MLSA Related Agreement;

11.1.3.3 The assignee or transferee shall have provided evidence reasonably satisfactory to Manager, Lease Guarantor and Landlord that, without limitation of the requirements of Section 11.1.3.2 hereinabove, (i) the assignee or transferee is a permitted assignee, transferee or equity holder (as the case may be) pursuant to the terms of the Lease and, in the case of a direct assignment or transfer of the Lease or Tenant's interest therein, shall have assumed all the rights and obligations of, and become (and, in the case of a Change of Control of Tenant, the controlling Persons shall cause Tenant to reaffirm all such rights and obligations of) Tenant under the Lease and this Agreement and all other Lease/MLSA Related Agreements to which Tenant is a party in accordance with their respective terms, concurrently with the effectiveness of the Tenant Assumption Agreement, (ii) such assignee or transferee (in the case of a direct assignment or transfer of the Lease or Tenant's interest therein) (and if not such a direct assignment or transfer, Tenant, following the effectuation of such assignment or transfer) shall directly or indirectly own or have at least the same rights to all personal property and other assets and properties (including, without limitation, rights under licenses and with respect to Intellectual Property) required to lease and operate the Managed Facility as held by Tenant immediately prior to such assignment and in at least a manner sufficient to permit Manager to manage the Managed Facility in accordance with this Agreement from and after such assignment, and (iii) such assignee or transferee shall have received all Gaming Licenses and all other licenses, approvals, permits and other rights (if any) required for such assignee or transferee to own an interest in or to be (as the case may be) Tenant under the Lease and Tenant under this Agreement, and to directly or indirectly own all the assets and properties required to be owned by it pursuant to the preceding clause (ii);

11.1.3.4 Any and all applicable requirements of the Lease in connection with the proposed Assignment shall be satisfied in full; and

11.1.3.5 The assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Tenant's interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Tenant's knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person.

11.1.3.6 In connection with any Assignment (including any deemed Assignment) by Tenant or any Transfer of Ownership Interests in Tenant, the proposed assignee or transferee and all of the proposed assignee's or transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.2 Assignment by Manager. The Parties agree that:

11.2.1 Manager Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Manager may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Manager's right, title or interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interest in Manager, in each case without the express prior written consent of each of Tenant, Lease Guarantor and Landlord. Any Change of Control of Manager shall be deemed an Assignment by Manager for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interest in violation of the preceding portion of this Section 11.2.1 shall be void and of no force or effect and shall constitute an Event of Default by Manager governed by the terms of Section 16.1 of this Agreement.

11.2.2 Assignment by Manager without Consent. Notwithstanding the provisions of Section 11.2.1, Manager shall have the right, without Tenant's, Lease Guarantor's or Landlord's consent, to assign its right, title and interest in and to this Agreement to CEC (or, following a Substantial Transfer by CEC pursuant to Section 11.3.3, the successor Lease Guarantor) or any Affiliate of Manager that is directly or indirectly wholly owned by CEC (or such successor Lease Guarantor); *provided* that neither the proposed assignee nor any of its direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee and, to Manager's knowledge, any of its or their Affiliates, is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person; and *provided, further*, that (a) Manager shall provide written notice to Tenant and Landlord at least thirty (30) days prior to such proposed Assignment, specifying in reasonable detail the nature of the Assignment, and such additional information as Tenant and/or Landlord may reasonably request in order to determine whether the proposed assignee is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, together with a copy of the proposed Manager Assumption Document, (b) the assignee shall (x) assume the obligations of Manager under this Agreement (and under all other Lease/MLSA Related Agreements to which Manager is a party, if any) and (y) agree in each case in writing in form and substance reasonably approved by Tenant and Landlord prior to the effectuation of such Assignment, to be bound by this Agreement and all other Lease/MLSA Related Agreements to which Manager is a party, if any, from and after the date of such Assignment (the "**Manager Assumption Document**"), (c) Manager shall provide Tenant and Landlord with a copy of any executed Manager Assumption Document that is required under the preceding clause (y), together with copies of all other executed documents effecting such Assignment, within ten (10) days following the date of such Assignment, (d) this Agreement, all other Lease/MLSA Related Agreements and, without limitation, all obligations of Manager (as assumed by the assignee Manager), Tenant, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, (e) any and all applicable requirements of Article XXII of the Lease in connection with such Assignment shall be satisfied in full to the extent required thereunder and (f) the proposed assignee and all of the proposed assignee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.



11.2.3 Permissible Transfers of Interest in Manager. Notwithstanding the provisions of Section 11.2.1, the Transfer of Ownership Interests in Manager shall be permitted, without Tenant's, Lease Guarantor's or Landlord's consent, to the extent (i) each such transfer is to CEC or any Affiliate of Manager that is directly or indirectly wholly owned by CEC and, after giving effect to each such transfer, Manager will continue to be directly or indirectly wholly owned by CEC or (ii) such transfer(s) comprise permissible Transfers of Ownership Interests in Lease Guarantor pursuant to Section 11.3.2 (provided that (x) neither the transferee nor its Affiliates constitute a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person and (y) the transferee and the transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable).

11.2.4 Effect of Assignment. Notwithstanding anything otherwise set forth in this Agreement, the Assignment by Manager (whether or not Tenant's, Lease Guarantor's or Landlord's consent is required or granted) or any Transfer of Ownership Interests pursuant to this Section 11.2 or otherwise shall not result in the termination, release or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3 Assignment by Lease Guarantor. The Parties agree that:

11.3.1 Lease Guarantor Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Lease Guarantor may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Lease Guarantor's right, title and interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interests in Lease Guarantor, in each case without the prior express written consent of Landlord. Any Change of Control of Lease Guarantor shall be deemed an Assignment by Lease Guarantor for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of the preceding portion of this Section 11.3.1 shall be void and of no force or effect and shall constitute an Event of Default by Lease Guarantor governed by the terms of Section 16.1.

11.3.2 Permissible Transfers of Interests in Lease Guarantor. Notwithstanding the provisions of Section 11.3.1 (and subject to Section 11.3.3), the Transfer of Ownership Interests in Lease Guarantor shall be permitted without Landlord's consent; *provided* that, if a Change of Control of Lease Guarantor will occur thereby, then such Transfer of Ownership Interests (or series of related Transfers of Ownership Interests) shall not be permitted unless (a) the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Managed Facility will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Change of Control (it being agreed that Lease Guarantor shall give notice to Landlord of such Change of Control in accordance with clause (b) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply); (b) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days prior to such proposed transaction(s), specifying in reasonable detail the nature of such transaction(s), (c) Manager shall continue to manage the Managed Facility pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), (d) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor, Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect, and (e) all applicable requirements of Article XXII of the Lease in connection with such proposed transaction(s) shall be satisfied in full. For the avoidance of doubt, (i) in the case of a Change of Control of CEC, CEC shall remain Lease Guarantor, and (ii) without limitation of the preceding sentence, in all events, all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3.3 Assignment by Lease Guarantor without Consent. Notwithstanding the provisions of Section 11.3.1, Lease Guarantor shall have the right, without Landlord's consent, to effect an Assignment of this Agreement in connection with a Substantial Transfer by CEC; *provided* that (a) the Board of Directors of Lease Guarantor shall have determined that the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Managed Facility will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Assignment (it being agreed that Lease Guarantor shall give notice to Landlord of such proposed Assignment in accordance with clause (c) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply), (b) the Board of Directors of Lease Guarantor shall have determined that, following the occurrence of such Substantial Transfer, the successor Lease Guarantor shall be sufficiently creditworthy, and shall have sufficient wherewithal and ability, so as to be able to assume and satisfy all obligations of Lease Guarantor in respect of the Lease Guaranty, (c) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days prior to the proposed Assignment, specifying in reasonable detail

the nature of the Assignment, (d) (i) the assignee or transferee shall be the owner, directly or indirectly, of all of the direct and indirect assets of CEC (other than assets that are, in the aggregate, *de minimis*) and (ii) the assignee or transferee shall assume the obligations of Lease Guarantor under this Agreement (and all applicable Lease/MLSA Related Agreements) and shall agree in an agreement in a form reasonably acceptable to Landlord and Tenant to be bound by this Agreement (and all applicable Lease/MLSA Related Agreements) from and after the date of the Assignment (the “**Lease Guarantor Assumption Agreement**”) (a copy of any proposed Lease Guarantor Assumption Agreement shall be furnished to Landlord for review and approval no less than thirty (30) days prior to the proposed effectuation thereof), and Lease Guarantor shall provide Landlord and Tenant with a copy of such agreement, together with copies of all other documents effecting such Assignment, within ten (10) days following the date of such Assignment, (e) Manager shall continue to manage the Managed Facility pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), and (f) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor (as assumed by the assignee Lease Guarantor), Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect.

#### 11.4 Assignment by Landlord.

11.4.1.1 General. The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, any successor or permitted assignee of Landlord under the Lease; *provided* that the assignee shall assume the obligations of Landlord under this Agreement and shall agree in writing in a form reasonably acceptable to Tenant, Manager and Lease Guarantor to be bound by this Agreement from and after the date of the Assignment. To the extent Landlord is required, pursuant to the Lease, to notify Tenant of any Change of Control or other Assignment of Landlord, Landlord shall give concurrent notice thereof to Manager and Lease Guarantor (and, in all events, Landlord shall give notice to all Parties hereto of any proposed name change of Landlord, or any proposed direct transfer of the Leased Property not later than thirty (30) days prior thereto). Any Change of Control or other Assignment of Landlord shall not be permitted unless (a) any and all applicable requirements of the Lease in connection with such proposed Assignment shall be satisfied in full, (b) the assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Landlord’s interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Landlord’s knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Tenant Prohibited Person, and (c) the proposed assignee or transferee and all of the proposed assignee’s or transferee’s officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.4.1.2 Assignments to Tenant Competitor. In the event that, and so long as, Landlord is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

(i) Neither Tenant nor Manager shall be required to deliver any information required to be delivered to Landlord pursuant to this Agreement to the extent the same would give Landlord a “competitive” advantage with respect to markets in which Landlord and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s or Manager’s, as applicable, compliance with the terms of this Agreement) (and Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information); *provided* that appropriate measures are in place to ensure that only Landlord’s auditors (which for this purpose shall be a “big four” firm designated by Landlord) and attorneys (as reasonably approved by Tenant or Manager, as applicable) (and not Landlord or any Affiliates (as defined in the Lease) of Landlord or any direct or indirect parent company of Landlord or any Affiliate (as defined in the Lease) of Landlord) are provided access to such information, or to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(ii) Without limitation of the other provisions of Section 2.1.4, Landlord’s consent shall not be required under clause (b) of Section 2.1.4.

(iii) With respect to all consent, approval and decision-making rights granted to Landlord under this Agreement relating to competitively sensitive matters pertaining to the management, use or operation of the Managed Facility (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Agreement), Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from Landlord’s management or Board of Directors. Any dispute over whether a particular decision shall be determined by such independent committee shall be resolved pursuant to Section 34.2 of the Lease.

The Parties (other than Landlord) hereby acknowledge and agree that (x) as of the date hereof, Joliet Partner is a minority interest holder in the Joliet Landlord and does not Control the Joliet Landlord; and (y) for so long as the circumstances in clause (x) continue and Joliet Partner continues to own no more than twenty percent (20%) of the interest in the Joliet Landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

11.5 Acknowledgement of Assignment. The Parties agree that, notwithstanding anything to the contrary contained herein, with respect to any proposed Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests requiring consent under this Article XI, the proposed transferring Party shall, in addition to (and without limitation of) any applicable notification requirements otherwise

set forth in this Article XI, prior to effectuating any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, reasonably promptly following the request of any one or more of the non-assigning Parties, provide a written acknowledgement to such requesting non-assigning Party(ies) confirming that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI and is permitted hereunder and such acknowledgment shall be accompanied by the provision of such information (to the extent in the proposed transferring Party's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith) as may reasonably be necessary to demonstrate to each such requesting Party's satisfaction that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI.

11.6 Approvals. The Parties agree that, to the extent necessary, all Assignments (including deemed Assignments) or Transfer of Ownership Interests will be subject to the requirements of the Gaming Authorities, which may include prior approval of such Assignments (including any deemed Assignment) or Transfer of Ownership Interests, and any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of such requirements shall be void and of no force or effect.

11.7 Merger of CEOC. The Parties acknowledge that, immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, each of Landlord, Manager and Lease Guarantor consents to such merger.

## ARTICLE XII

### INSURANCE, BONDING AND INDEMNIFICATION

#### 12.1 Tenant Insurance and Bonding Requirements.

##### 12.1.1 Insurance Policies and Bonding Requirements.

12.1.1.1 Manager, at Tenant's expense (except to the extent such expenses are expressly classified as Operating Expenses), in accordance with the Annual Budget, shall procure and maintain all insurance policies required under Article XIII of the Lease (the "**Lease Insurance Requirements**").

12.1.1.2 Manager, at Tenant's expense, in accordance with the Annual Budget, shall have the power and authority to procure and deliver to the applicable Gaming Authorities all bonding instruments required by the State of Nevada.

12.1.2 Evidence of Insurance. Tenant (for insurance policies obtained by Tenant through third-party insurers) shall provide to Manager and Manager (for insurance policies obtained by Manager through the Insurance Program or other vendors) shall provide to Tenant certificates or other reasonably satisfactory insurance evidence confirming that the insurance policies comply with the Insurance Requirements. In

addition, upon a Tenant's or Manager's request, the other Party promptly shall provide to the requesting Party a schedule of insurance obtained by such Party, listing the insurance policy numbers, the names of the insurers, the names of the Persons insured, the amounts of coverage, the expiration dates and the risks covered thereunder.

12.1.3 Payment of Premiums. For all insurance policies contemplated by this Section 12.1, Manager shall have the right to pay premiums using funds from the Operating Account. For the avoidance of doubt, any additional insurance policies obtained by Tenant or Manager that are not contemplated by this Section 12.1 or otherwise approved by Tenant and Manager, shall not be funded from the Operating Account.

12.1.4 Investigation of Claims and Reports. Manager shall promptly investigate and, as soon as reasonably practicable, make a full written report to Tenant regarding all material accidents or claims for material damage relating to the ownership, operation and maintenance of the Managed Facility and the estimated liability or cost of repair thereof, and shall prepare, for the approval of Tenant, any and all reports required by any insurance carrier in connection therewith.

12.1.5 Reliance on Tenant's Advisors. Tenant acknowledges that neither Manager nor any insurance broker that Manager or its Affiliates may retain makes any representation, warranty or guaranty whatsoever regarding: (a) the advisability or sufficiency of the insurance required or obtained under this Agreement; (b) whether the insurance made available under the Insurance Program maintained by Manager or its Affiliates is sufficient to protect Tenant, the Managed Facility and its Operation against all liability, damage, loss, cost or expense that might be incurred; or (c) any other insurance that Tenant should consider for the protection of Tenant, the Managed Facility and its Operation, and Tenant agrees to rely exclusively on its own insurance advisors with respect to all insurance matters.

12.1.6 Relationship to Lease. Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that nothing contained in this Agreement, including this Article XII and Article XIV hereof, is intended or shall be construed to limit, vitiate or supersede the Lease Insurance Requirements. No modification may be made to the Lease Insurance Requirements except in accordance with the provisions, terms and conditions of the Lease. Without limitation of the preceding portion of this Section 12.1.6, Section 2.5 or Section 18.2.3 in any manner, and for the avoidance of doubt, the Parties acknowledge that any determination made by an Expert with respect to any dispute under Section 12.1.5 shall not modify the Lease Insurance Requirements and without limitation, to the extent Landlord believes any noncompliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

12.2 Waiver of Liability. SOLELY AS BETWEEN TENANT AND MANAGER, AS LONG AS A PARTY AND ANY AFFILIATES REQUESTED BY SUCH PARTY ARE A NAMED INSURED OR ADDITIONAL INSURED UNDER THE OTHER PARTY'S INSURANCE POLICIES, OR THE POLICIES OTHERWISE

PERMIT IF SUCH PARTY OR ITS AFFILIATES ARE NOT SO NAMED, SUCH PARTY HEREBY RELEASES THE OTHER PARTY, AND ITS AFFILIATES, AND ITS AND THEIR TRUSTEES, BENEFICIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, FROM ANY AND ALL LIABILITY FOR MONETARY RELIEF, DAMAGE, LOSS, COST OR EXPENSE INCURRED BY THE RELEASING PARTY, WHETHER OR NOT DUE TO THE NEGLIGENT OR OTHER ACTS OR OMISSIONS OF THE PERSONS SO RELEASED TO THE EXTENT SUCH LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS COVERED BY THE INSURANCE POLICIES OF THE RELEASING PARTY, BUT (OTHER THAN AS PROVIDED IN ARTICLE XIV) ONLY TO THE EXTENT OF INSURANCE PROCEEDS RECEIVED. FOR AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE THAT THE PRECEDING PORTION OF THIS SECTION 12.2 SHALL NOT BE DEEMED TO VITIATE OR SUPERSEDE ANY OBLIGATIONS OF (x) LEASE GUARANTOR IN RESPECT OF THE GUARANTEED OBLIGATIONS OR OTHERWISE HEREUNDER AND/OR (y) TENANT UNDER THE LEASE, IN EACH CASE IN ACCORDANCE WITH THE TERMS HEREOF AND THEREOF.

### 12.3 Indemnification.

12.3.1 Indemnification by Tenant. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Tenant shall defend, indemnify and hold harmless Manager and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Manager Indemnified Parties**”) for, from and against any and all Claims, other than Claims that are within the scope of Manager’s indemnification pursuant to Section 12.3.2. Nothing in this Section 12.3 shall be deemed to limit Tenant’s right to pursue its contractual damage remedies against Manager with respect to amounts paid by Tenant to one (1) or more other Persons in connection with any Claim caused by an Event of Default by Manager (it being further understood that the provisions of this Section 12.3 shall not be deemed to modify the provisions of Section 16.1 regarding the establishment of an Event of Default by Manager, including any provisions of Section 16.1 regarding notice of cure of any default that would, with the giving of notice or the passage of time, become an Event of Default). Manager shall promptly provide Tenant with written notice of any Claim that is reasonably likely to result in any indemnification by Tenant.

12.3.2 Indemnification by Manager. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Manager shall defend, indemnify and hold harmless Tenant and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Tenant Indemnified Parties**”) for, from and against any and all (a) Claims that any Tenant Indemnified Party or Parties may incur, become responsible for or pay out to the extent caused by the gross negligence or willful misconduct of Manager and (b) any uninsured loss incurred by Tenant due to the commission by any Senior Executive Personnel or Corporate Personnel of any act of fraud, embezzlement, misappropriation or similar act of malfeasance with respect to the Managed Facility.

12.3.3 Insurance Coverage. Notwithstanding anything to the contrary in this Section 12.3, Tenant and Manager shall look first to the appropriate insurance coverages in effect pursuant to this Agreement prior to seeking indemnification under this Section 12.3 in the event any claim or liability occurs as a result of injury to persons or damage to property, regardless of the cause of such claim or liability; *provided* that if the insurance carrier denies coverage or “reserves rights” as to coverage, then the Indemnified Parties shall have the right to seek indemnification, without first looking to such insurance coverage. In addition, nothing contained in this Section 12.3 shall in any way affect the releases set forth in Section 12.2.

12.3.4 Indemnification Procedures. The Indemnifying Party shall have the right to assume the defense of any Claim with respect to which the Indemnified Party is entitled to indemnification hereunder. If the Indemnifying Party assumes such defense, (a) such defense shall be conducted by counsel selected by the Indemnifying Party and approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed (*provided* that the Indemnified Party’s approval shall not be required with respect to counsel designated by the Indemnifying Party’s insurer); (b) so long as the Indemnifying Party is conducting such defense with reasonable diligence, the Indemnifying Party shall have the right to control said defense and shall not be required to pay the fees or disbursements of any counsel engaged by the Indemnified Party except if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such Claim or defense; and (c) the Indemnifying Party shall have the right, without the consent of the Indemnified Party, to settle such Claim, but only if such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally released from all liability in respect of such Claim. The Indemnified Party shall have the right to participate in the defense of such Claim being defended by the Indemnifying Party at the expense of the Indemnified Party, but the Indemnifying Party shall have the right to control such defense (other than in the event of a material conflict of interest between the parties with respect to such Claim or defense). In no event shall the Indemnified Party (A) settle any Claim without the consent of the Indemnifying Party so long as the Indemnifying Party is conducting the defense thereof in accordance with this Agreement or (B) if a Claim is covered by the Indemnifying Party’s insurance, knowingly take or omit to take any action that would cause the insurer not to defend such Claim or to disclaim liability in respect thereof.

12.3.5 Survival. This Section 12.3 shall survive any expiration or termination of this Agreement.



## ARTICLE XIII

### LEASEHOLD FINANCING

13.1 Leasehold Mortgages; Collateral Assignments; Non-Disturbance; Leasehold Foreclosure. The Parties agree that:

13.1.1 Leasehold Financing. Subject to Article XI hereof and the applicable provisions of the Lease, including Article XVII and Article XXII of the Lease, Tenant shall have the right to grant, in respect of Tenant's leasehold estate under the Lease, other property of Tenant and/or any direct or indirect Ownership Interests in Tenant, a Leasehold Mortgage or Security Interest to a Leasehold Lender in connection with any Leasehold Financing, and to assign to any Leasehold Lender as collateral security for any Leasehold Financing, all of Tenant's right, title and interest in and to this Agreement. Promptly following execution of any such Leasehold Financing Documents, Tenant shall provide Manager and Lease Guarantor a true and complete copy of all such Leasehold Financing Documents.

13.1.2 Foreclosure by Leasehold Lender. If any Leasehold Financing is secured by a valid and enforceable lien on the leasehold estate under the Lease or on the direct or indirect Ownership Interests in Tenant, whether by mortgage, equity pledge or otherwise, and there is any proposed Foreclosure by Leasehold Lender thereunder, such Leasehold Lender shall, in connection with and as a condition precedent to consummating any Foreclosure by Leasehold Lender, irrevocably elect, by written notice to Tenant and Lease Guarantor (with a copy to Landlord and Manager), one (and only one) of the following:

(a) Leasehold Foreclosure with MLSA Termination Election: to terminate this Agreement and, in connection with such termination, to comply in all respects with all applicable provisions of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) thereof, and, without limitation, to cause (x) a replacement lease guarantor that is a Qualified Replacement Guarantor (as defined in the Lease) to provide a Replacement Guaranty (as defined in the Lease) of the Lease and (y) the Managed Facility to be managed pursuant to a Replacement Management Agreement (as defined in the Lease) by a Qualified Replacement Manager (as defined in the Lease) or another manager that is otherwise permitted by Section 22.2(i)(1)(A)(z) of the Lease, in each case in accordance with Section 22.2(i)(1)(A) of the Lease (and the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall be determined as set forth in Section 17.3.5.2); or

(b) Leasehold Foreclosure with MLSA Assumption Election: to retain Manager (or any replacement manager appointed in accordance with Section 16.5.2 following a Termination for Cause in accordance with this Agreement) as manager of the Managed Facility pursuant to the terms of this Agreement (or a replacement management agreement previously approved in writing by Landlord) and, in connection therewith, to comply in all respects with all applicable

provisions of the Lease, including Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of the Lease, and, without limitation, to keep this Agreement (or such replacement management agreement previously approved in writing by Landlord) in full force and effect in accordance with its terms (and the Lease will continue to be guaranteed by Lease Guarantor in accordance with the terms of this Agreement (including Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof) and all of Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect).

With respect to any Leasehold Foreclosure with MLSA Termination, (i) the effective date of such termination of this Agreement shall be the date upon which the applicable Lease Foreclosure Transaction shall have been effective in accordance with Section 22.2(i) of the Lease (and, without limitation, all applicable provisions of the Lease shall have been complied with in all respects, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease, including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor), and (ii) this Agreement shall be deemed terminated pursuant to Section 16.2.6 of this Agreement as of such effective date and, for the avoidance of doubt, the provisions of Article XVI, including Section 16.3, shall apply with respect to such termination from and after such effective date.

Without limitation of the foregoing and, for the avoidance of doubt, it is acknowledged and agreed that the prosecution by any Leasehold Lender of a Foreclosure by Leasehold Lender shall be subject to, and performed in (and conditioned upon), compliance with, all applicable provisions, terms and conditions of the Lease, including Article XVII thereof.

13.2 Default Notice to Leasehold Lender. Manager or Landlord, upon providing Tenant any notice of default under this Agreement, shall at the same time provide a copy of such notice to every Leasehold Lender that has been properly disclosed to Manager or Landlord, as applicable, pursuant to Section 13.1. From and after the date such notice has been sent to a Leasehold Lender, such Leasehold Lender shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Manager or Landlord, as applicable, shall accept such performance by or at the instigation of such Leasehold Lender as if the same had been done by Tenant. Tenant authorizes each such Leasehold Lender (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Leasehold Lender's option and does hereby authorize entry upon the Managed Facility by Leasehold Lender for such purpose.

13.3 Lender's Right of Access. Upon reasonable advance notice from a Leasehold Lender or Landlord's Lender (which notice may be given orally in connection with an emergency or upon the occurrence of an event of default under any Leasehold Financing Documents or Landlord Financing Documents, as the case may be), Manager

shall permit and cooperate with such Leasehold Lender or Landlord's Lender (as applicable) and their respective agents and representatives to enter any part of the Managed Facility, except for those parts of the Managed Facility as to which access is restricted by Applicable Law, at any reasonable time for the purposes of examining or inspecting the Managed Facility, or examining or copying the books and records of the Managed Facility; *provided* that: (a) any expenses incurred in connection with such activities shall be Operating Expenses of the Managed Facility; and (b) Tenant shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Leasehold Financing Documents) to cause such Leasehold Lender, and Landlord shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Landlord Financing Documents) to cause such Landlord's Lender, to agree to treat as confidential any information such Leasehold Lender or Landlord's Lender, as applicable, obtains from examining the books and records of the Managed Facility provided by Tenant to Manager, including the Annual Budget. Manager acknowledges that a Leasehold Lender or Landlord's Lender may disclose such information to the same extent and subject to the same restrictions as are applicable to Tenant with respect to Manager Confidential Information under Article VIII of this Agreement (including to any actual or potential landlords (including Landlord and actual or potential purchasers of the relevant Landlord Mortgage or any interest therein)).

13.4 Disclosure of Mortgages and Security Interests. Tenant represents and warrants to the other Parties hereto that as of the date of this Agreement, (i) except for Leasehold Mortgage(s) in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Leasehold Mortgage encumbering Tenant's interest in the Managed Facility, the Leased Property or the Lease or any portion thereof or interest therein and (ii) except for Security Interests in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Security Interest encumbering any direct or indirect interests in Tenant that is held by a Person that constitutes a Permitted Leasehold Mortgagee (as defined in the Lease). Tenant shall provide to Manager a true and complete copy of any new proposed Leasehold Financing Documents for Manager's review no less than thirty (30) days before the execution of such new Leasehold Financing Documents (or such lesser time acceptable to Manager). Promptly following execution of such new Leasehold Financing Documents, Tenant shall provide Manager a true and complete copy of all such new Leasehold Financing Documents.

13.5 Estoppel Certificates. Upon written request from Tenant, Landlord or any Leasehold Lender or Landlord's Lender at any time during the Term, Manager shall issue, within no less than twenty (20) days after Manager's receipt of such request, an estoppel certificate (or a comfort letter or other documents as may be reasonably requested): (a) certifying that this Agreement has not been modified and is in full force and effect (or, if there have been modifications, specifying the modifications and that the same is in full force and effect as modified); (b) stating whether, to the knowledge of the signatory of such certificate (which signatory shall be an appropriate officer of the issuer of such certificate, with knowledge of the subject matter), any default by the attesting Party (or, to the attesting Party's knowledge, any other Party) exists, and if so, specifying each such default; and (c) including such other certifications or statements as may be

reasonably requested by the requesting Party or lender. Upon written request from Manager, Landlord or Landlord's Lender at any time during the Term, Tenant shall provide (and, upon request, shall use commercially reasonable efforts to cause Leasehold Lender to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Manager, Lease Guarantor, Tenant or Leasehold Lender at any time during the Term, Landlord shall provide (and, upon request, shall use commercially reasonable efforts to cause Landlord's Lender and/or any other ground lessor (with respect to any ground lease) to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Landlord, Tenant, Leasehold Lender or Landlord's Lender at any time during the term, Lease Guarantor shall provide a similar estoppel certificate in a similar timeframe.

### 13.6 Tenant's Lease Obligations.

#### 13.6.1 [Reserved]

13.6.2 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that (a) nothing in this Article XIII is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and (b) without limitation of the preceding clause (a), nothing contained in this Agreement, including this Article XIII hereof, is intended, nor shall it be construed, to limit, vitiate or supersede the provisions, terms and conditions of the Lease pertaining to Leasehold Financings, including Article XVII of the Lease.

## ARTICLE XIV

### BUSINESS INTERRUPTION

14.1 Business Interruption. At all times during the Term, Manager shall assist Tenant in procuring, at Tenant's expense, and Tenant shall maintain Business Interruption Insurance for the Managed Facility in accordance with the Lease Insurance Requirements. If any event, including a Force Majeure Event, occurs that results in an interruption in the Operation of the Managed Facility (a "**Business Interruption Event**"), Manager shall use commercially reasonable efforts to reduce Operating Expenses, Centralized Services Charges and Reimbursable Expenses to levels commensurate with the levels of reduced revenues and business activity. All Centralized Service Charges and Reimbursable Expenses actually incurred during the period of the Business Interruption Event shall continue to be payable in accordance with the provisions this Agreement, regardless of whether there are sufficient Business Interruption Insurance proceeds to cover such amounts.

14.2 Proceeds of Business Interruption Insurance. The net proceeds of the Business Interruption Insurance maintained in accordance with Section 14.1 (after the application of any deductible) shall be deposited in the Operating Account and used by Manager in the same manner as funds generated from the Operation of the Managed Facility are used by Manager in accordance with this Agreement, including the payment of Operating Expenses, the Centralized Services Charges and Managed Facility Personnel Costs and all other Operating Expenses as provided in Section 14.1.

CASUALTY OR CONDEMNATION

15.1 Casualty.

15.1.1 Notices. If the Managed Facility is damaged by a Casualty, Manager shall promptly notify Tenant.

15.1.2 Termination in Connection with a Casualty. If the Managed Facility is damaged or destroyed by a Casualty, then:

(i) if, pursuant to Section 14.2(a) of the Lease, the Lease is terminated as a result of a Casualty affecting the Managed Facility occurring during the final two (2) years of the Lease, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(ii) if the business operations at the Managed Facility following a Casualty are substantially, adversely impaired as a result thereof and the Lease and this Agreement remain in effect pursuant to the terms thereof and/or hereof, as applicable, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management obligations hereunder with respect to the Managed Facility while such condition exists.

15.2 Condemnation.

15.2.1 Notices. If any Party receives notice of any actual, pending or contemplated Condemnation or Taking (or other action in lieu thereof) of the Managed Facility, such Party shall promptly notify each other Party thereof.

15.2.2 Condemnation. If the Managed Facility is impacted by a Condemnation or a Taking, then:

(i) with respect to any portion of the Managed Facility that, pursuant to Section 15.1(b) of the Lease, ceases to be subject to the Lease as a result of a Condemnation or a Taking, Manager's management obligations under this Agreement shall terminate with respect to such portion of the Managed Facility effective as of such date of Condemnation or Taking, but this Agreement shall otherwise remain in full force and effect in accordance with its terms (with Manager's obligations hereunder so reduced, *mutatis mutandis*, to reflect the removal of such portion of the Managed Facility from the terms of the Lease);

(ii) if, pursuant to Section 15.1(a) or Section 15.1(b) of the Lease, the Lease is terminated in its entirety as a result of a Condemnation or a Taking affecting the Managed Facility in accordance with its terms, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(iii) if the business operations at the Managed Facility following a Condemnation or Taking are substantially adversely impacted as a result thereof and the Lease and this Agreement remain in effect pursuant to the terms thereof and/or hereof, as applicable, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management functions hereunder with respect to the Managed Facility while such condition exists.

## ARTICLE XVI

### DEFAULTS AND TERMINATIONS

#### 16.1 Events of Default.

16.1.1 Tenant MLSA Events of Default. Each of the following actions and events shall be deemed a “**Tenant MLSA Event of Default**”:

16.1.1.1 a failure by Tenant within the time periods specified in this Agreement to pay the amount due and payable under this Agreement to Manager or its Affiliates for the Reimbursable Expenses or Centralized Services Charges and that is not cured within sixty (60) days after notice to Tenant specifying such failure; *provided* that in the event sufficient funds belonging to SPE Tenant or generated by the Managed Facility and held by SPE Tenant or any Tenant are available in the Operating Account to pay such amounts then due and Manager has the right to withdraw, transfer or apply such funds to the payment of such amounts then due, then such failure of Tenant to pay such amount shall not be an Event of Default;

16.1.1.2 except as set forth in Section 16.1.1.1, a failure by Tenant to pay any amount of money to Manager when due and payable under this Agreement that is not cured within sixty (60) days after notice to Tenant;

16.1.1.3 except as set forth in Section 16.1.1.1 or Section 16.1.1.2, a failure by Tenant to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Tenant that is not cured within thirty (30) days following notice of such default from Manager to Tenant; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Manager (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure;

16.1.1.4 (i) a general assignment by Tenant for the benefit of its creditors, or any similar arrangement with its creditors by Tenant; (ii) the entry of a judgment of insolvency against Tenant that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Tenant of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Tenant which either (x) is consented to by Tenant, or (y) is not stayed, vacated or set aside within sixty (60) days after the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Tenant's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Tenant for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Tenant that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof; and

16.1.1.5 the occurrence of the Tenant MLSA Event of Default described in the last sentence of this Section 16.1.1.5. If, at any time during the Term, Manager cannot Operate the Managed Facility in all material respects in accordance with the Operating Standard and Operating Limitations as provided herein, then Manager shall promptly deliver notice thereof to Landlord and Tenant (and Landlord and Tenant shall each be entitled to exercise their respective rights and remedies as and to the extent applicable thereto). If Manager determines in the exercise of its good faith judgment that the proximate cause thereof is an Operating Deficiency Cause, then (x) Manager shall promptly deliver notice thereof to Landlord, and (y) Manager or Landlord shall be entitled to provide notice of such determination to Tenant and the Leasehold Lenders (an "**Operating Deficiency Notice**"), which Operating Deficiency Notice shall allege with reasonable specificity the details of the non-compliance with the Operating Standard or Operating Limitations. For purposes of the preceding sentence, an "**Operating Deficiency Cause**" shall mean any one or more of the following: (a) any failure by Tenant to fund a Funds Request issued pursuant to Section 5.5.2; or (b) any interference by Tenant or its agents or representatives in any material respect with the Operation of the Managed Facility. Within fifteen (15) days after receipt of any Operating Deficiency Notice, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager (or Landlord, as applicable) within forty five (45) days after Tenant's response, the matter shall be referred to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that the Managed Facility is not being Operated in accordance with the Operating Standard or Operating Limitations in one or more material respects as provided herein and that the proximate cause of such non-compliance is an Operating Deficiency Cause, then, unless Tenant shall within fifteen (15) days of the Expert's determination fund the subject Funds Request or cease the actions that interfere with the Operation of the Managed Facility by Manager, then a Tenant MLSA Event of Default under this Section 16.1.1.5 shall exist.

Notwithstanding the foregoing, there shall be no Tenant MLSA Event of Default if the basis for any asserted Tenant MLSA Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII. For the avoidance of doubt, the existence of any Tenant Lease Event of Default or event of default by Tenant under any Leasehold Financing shall not, in and of itself, constitute a Tenant MLSA Event of Default, unless such event, in and of itself, constitutes a Tenant MLSA Event of Default pursuant to the terms hereof.

16.1.2 Manager Events of Default. Each of the following actions and events shall be deemed a “**Manager Event of Default**”:

16.1.2.1 a failure by Manager to pay any amount of money to Tenant when due and payable under this Agreement that is not cured within sixty (60) days after notice to Manager;

16.1.2.2 except as set forth in Section 16.1.2.1, a failure by Manager to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Manager that is not cured within thirty (30) days following notice of such default from Tenant to Manager; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Tenant (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Manager commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure; and

16.1.2.3 (i) a general assignment by Manager for the benefit of its creditors, or any similar arrangement with its creditors by Manager; (ii) the entry of a judgment of insolvency against Manager that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Manager of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Manager which either (x) is consented to by Manager, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Manager’s assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Manager for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Manager that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

Notwithstanding the foregoing, there shall be no Manager Event of Default if the basis for any asserted Manager Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII.



16.1.3 Lease Guarantor Event of Default. Each of the following actions and events shall be deemed a “**Lease Guarantor Event of Default**”:

16.1.3.1 a failure by Lease Guarantor to pay any amount of money to Landlord when due and payable under the Lease Guaranty;

16.1.3.2 except as set forth in Section 16.1.3.1, a failure by Lease Guarantor to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Lease Guarantor that is not cured within ten (10) days following notice of such default from Landlord to Lease Guarantor; and

16.1.3.3 (i) a general assignment by Lease Guarantor for the benefit of its creditors, or any similar arrangement with its creditors by Lease Guarantor; (ii) the entry of a judgment of insolvency against Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Lease Guarantor of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Lease Guarantor which either (x) is consented to by Lease Guarantor, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Lease Guarantor’s assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Lease Guarantor for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

16.1.4 M/T Event of Default. Each of the following actions and events shall be deemed an “**M/T Event of Default**”: (i) Any failure of Manager to Operate the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager’s Standard of Care (in each case as and to the extent required under this Agreement, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2, but subject to Section 5.9.1); (ii) any failure by Manager or Tenant, as applicable, to comply with any of the covenants, duties or obligations in this Agreement to be performed by Manager or Tenant, as applicable, that in substance is for the benefit of or in favor of Landlord; and (iii) any termination, revocation or modification of any rights or licenses granted by Tenant to Manager under Section 7.1.1 without Landlord’s prior written consent, which, in the case of any of clauses (i), (ii), or (iii) above, would reasonably be expected to have a material and adverse effect on either (x) the Managed Facility or (y) Landlord, and which failure or event is not cured within thirty (30) days following notice thereof from Landlord to Manager; *provided* that, if: (a) such failure or other breach is not susceptible of cure within a thirty (30) day period and (b) such failure or other breach would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days) to cure such failure or other breach so long as Tenant and/or Manager, as applicable, commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure.

#### 16.1.5 Remedies for Event of Default.

16.1.5.1 If any Tenant MLSA Event of Default shall have occurred under Section 16.1.1, Manager shall have the right to exercise against Tenant any rights and remedies available to such Manager under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Tenant that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2.

16.1.5.2 If any Manager Event of Default shall have occurred under Section 16.1.2, Tenant shall have the right to exercise against Manager any rights and remedies available to Tenant under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Manager that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with a Manager Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.1.5.3 If any Lease Guarantor Event of Default shall have occurred under Section 16.1.3, Landlord shall have the right to exercise against Lease Guarantor any rights and remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief), and Landlord shall have no duty to mitigate its claims or damages in the event of any Lease Guarantor Event of Default, and all such rights shall be cumulative (it being understood and agreed by Lease Guarantor that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, that Landlord shall not have the right to terminate this Agreement (in connection with a Lease Guarantor Event of Default or otherwise) except pursuant to the express provisions of Section 16.2. For the avoidance of doubt, it is understood and agreed that Landlord's rights to pursue any of its rights or remedies in respect of a Lease Guarantor Event of Default as set forth in this Section 16.1.5.3 are not subject to or limited by Section 17.2 hereof.

16.1.5.4 If any M/T Event of Default shall have occurred under Section 16.1.4, Landlord shall have the right to exercise against Manager any rights and remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by the Parties hereto that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) Landlord shall not have the right to terminate this Agreement (in connection with an M/T Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with an M/T Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.2 Termination of this Agreement . The Parties agree that this Agreement and each Party's rights and obligations hereunder (other than such of the rights and obligations that are expressly set forth in this Agreement to survive any termination hereof) shall automatically terminate upon the occurrence of any of the following (*provided, however*, that, notwithstanding any such termination of this Agreement or anything otherwise contained in this Agreement, Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, and shall not be terminated, released or reduced in any respect until and unless such obligations and liabilities are explicitly terminated, released or reduced in accordance with and to the extent set forth in Section 17.3.5, all as more fully set forth in Section 17.3.5):

16.2.1 Upon a Casualty, Condemnation or Taking with respect to the Managed Facility. In the event of a Casualty, Condemnation or Taking affecting the Managed Facility with respect to the Leased Property pursuant to which, pursuant to Section 14.2(a), 15.1(a) or 15.1(b) of the Lease, as applicable, the Lease is terminated in its entirety in accordance with, and as more particularly described in, Section 15.1.2(i) or Section 15.2.2(ii) of this Agreement.

16.2.2 [Reserved].

16.2.3 Expiration of the Term. Upon the expiration of the Term of this Agreement pursuant to Section 2.4.1 hereof.

16.2.4 [Reserved].

16.2.5 Consent of the Parties. Upon the express written consent of Tenant, Landlord, Manager and Lease Guarantor, in each case in their respective sole and absolute discretion.

16.2.6 Leasehold Foreclosure with MLSA Termination. Upon the consummation of (a) any Leasehold Foreclosure with MLSA Termination that is made in accordance with Section 13.1.2 of this Agreement or (b) Leasehold Lender obtaining a New Lease pursuant to Section 17.1(f) of the Lease and electing to replace Lease Guarantor with a Qualified Replacement Guarantor (and without limitation, in each case under clause (a) or clause (b)), implemented and consummated in compliance in all respects with all applicable requirements of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease (including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor)).

16.2.7 Upon Lease Termination Following a Tenant Lease Event of Default. Except in the case of a Non-Consented Lease Termination (which shall in all events be governed by Article XXI), upon the occurrence of both (a) the Landlord's Enforcement Condition (as such term is defined in the Lease) and (b) the termination of the Lease by Landlord, expressly in writing, as a result of a Tenant Lease Event of Default (which termination may only be effected at Landlord's (or, if applicable, Landlord's Lender's) sole discretion). For the avoidance of doubt, if in connection with such termination Manager is Terminated for Cause, then Section 16.5.2 and Section 17.3.5.4 shall apply.

Notwithstanding anything otherwise contained in this Agreement, (i) all of the obligations of Lease Guarantor hereunder shall continue in full force and effect in accordance with the terms of this Agreement (notwithstanding any termination of this Agreement), except solely as and to the extent set forth in Article XVII, and (ii) in the event of a Non-Consented Lease Termination, the provisions of Article XXI shall apply.

16.3 Actions To Be Taken on Termination of this Agreement or Termination of Manager. Manager and/or Tenant, as applicable, shall (subject to, and except as necessary or appropriate in connection with performing, any continuing functions and obligations under this Agreement or the Transition Services Agreement during any Transition Period) take the following actions upon (i) the expiration or termination of this Agreement pursuant to Section 16.2 (in addition to any rights of any non-defaulting Party to pursue all other remedies available to it under this Agreement if an Event of Default is outstanding at the time of such termination; it being understood nothing in this Section 16.3 shall be construed to limit or vitiate any of Landlord's rights under this Agreement in respect of the Lease Guaranty or any Lease Guarantor Event of Default) and/or (ii) the termination of Manager in accordance with the terms of this Agreement:

16.3.1 Payment of Expenses for Termination. If a Tenant MLSA Event of Default is in effect at the time of termination of this Agreement (including in the event of a Leasehold Foreclosure with MLSA Termination) or termination of Manager in accordance with the terms of this Agreement, all commercially reasonable direct expenses arising as a result of the cessation of Managed Facility operations by Manager (including expenses arising under this Section 16.3) shall be for the sole account of Tenant (except to the extent such expenses result from a Manager Event of Default), and Tenant shall reimburse Manager within fifteen (15) days following receipt of any invoice from Manager for any such expenses, including those arising from or in connection with

severing the employment of Managed Facility Personnel not engaged by Tenant in accordance with Section 16.3.9 (with severance benefits calculated in accordance with policies applicable generally to employees of Other Managed Facilities, Other Managed Resorts or any applicable employment agreement or union agreement that had been reflected in the Annual Budget or otherwise approved by Tenant) incurred by Manager in the course of effecting the termination of this Agreement or the termination of Manager, as applicable.

16.3.2 Payment of Amounts Due to Manager. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement, Tenant shall pay to Manager (a) Managed Facility Personnel Costs, (b) other Reimbursable Expenses, (c) the Centralized Services Charges, and (d) any other amounts due to Manager under this Agreement through the effective date of expiration or termination of this Agreement or termination of Manager, as applicable. This obligation is unconditional and shall survive the expiration or termination of this Agreement (including all amounts owed to Manager that are not fully ascertainable as of the expiration or termination date), and Tenant shall not have or exercise any rights of setoff, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement. Any disputes regarding amounts owed to Manager under this Section 16.3.2 shall be referred to the Expert for Expert Resolution pursuant to Article XVIII. In addition, all provisions in this Agreement that specifically survive the expiration or termination of this Agreement shall continue to survive as provided herein and, notwithstanding the limitations contained in this Section 16.3.2, Manager shall continue to have a right to receive any and all payments which would be due and payable in connection with such surviving provisions.

16.3.3 Surrender of Managed Facility; Cooperation. Manager shall peacefully vacate and surrender the Managed Facility to Tenant on the effective date of such expiration or termination of this Agreement or termination of Manager, as applicable, and the Parties shall execute and deliver any expiration or termination or other necessary agreements either Party shall request for the purpose of effecting or evidencing the expiration or termination of this Agreement or the termination of Manager, as applicable, and Manager shall deliver to Tenant all keys, passwords, combinations, and otherwise cooperate and take all such additional actions as Tenant may reasonably request to ensure the orderly transition of Operation of the Managed Facility to Tenant or such Person as Tenant may designate.

16.3.4 Assignment and Transfers to Tenant. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement (giving effect to any Transition Period), Manager shall assign and transfer to Tenant (or Tenant's designee):

16.3.4.1 all leases and contracts to which Manager, Caesars IP Holder or any of their Affiliates is a party (including collective bargaining agreements and pension plans, equipment leases, subleases, licenses and concession agreements and maintenance and service contracts), if any, in effect that relate to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific

Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, which are assignable without third party consent or as to which consent to assignment may be and has been obtained without out-of-pocket cost to Manager, and Tenant shall, effective as of the date of such expiration or termination of this Agreement or such termination of Manager, as applicable, assume all liabilities and obligations thereunder, and Tenant shall confirm its assumption of such liabilities and obligations in writing. To the extent any lease or contract to which Manager, Caesars IP Holder or any of their Affiliates is a party relates to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) but does not relate exclusively to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, Manager (or its applicable Affiliate) shall (i) arrange for assignment and transfer to Tenant of those terms of such agreement that relate solely to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) or (ii) enter into an agreement with Tenant that will facilitate the continuous operation of the Managed Facility (including use of the Property Specific IP and Property Specific Guest Data in connection with the Operation thereof) in substantially the same manner as operated prior to the expiration or termination of this Agreement or the termination of Manager, as applicable;

16.3.4.2 all of Manager's right, title and interest in and to all Approvals, including liquor licenses, if any, held by Manager in connection with the Operation of the Managed Facility, but only to the extent such assignment or transfer is permitted under Applicable Law; *provided* that Tenant shall reimburse Manager for any funds Manager has expended in obtaining any such Approvals (if not otherwise paid or reimbursed by Tenant). In addition, if Manager or any Affiliate of Manager is the holder of any liquor license for the Managed Facility which is not assignable to Tenant or its designee upon termination of this Agreement or upon termination of Manager, as applicable, then, upon the request of Tenant, Manager (or such Affiliate) shall enter into a temporary lease, license or such other agreement as may be permitted under Applicable Law to permit the continuous and uninterrupted sale of alcoholic beverages at the Managed Facility consistent with prior operations. In such event, Manager (or its Affiliate, if applicable) shall not be entitled to compensation in connection with such arrangement, but shall not incur any cost or liability in connection therewith and shall be named as an additional insured on any "dramshop" or other liability insurance pertaining to the sale of alcoholic beverages at the Managed Facility. Any such temporary lease, license or other arrangement shall include an indemnification of Manager and its Affiliates from Tenant and shall provide for the termination of all obligations of Manager and its Affiliates thereunder within one hundred twenty (120) days following the date of termination of this Agreement or termination of Manager, as applicable. In addition, to the extent permitted under Applicable Law, any other permits or licenses that may not be assigned to Tenant shall be maintained by Manager for Tenant's benefit at Tenant's cost and expense until such time (but no later than one hundred twenty (120) days following the termination of this Agreement) as Tenant may secure permits and licenses in its own name, subject to Tenant's provision of an indemnification of Manager and its Affiliates from Tenant; and

16.3.4.3 all books and records of the Managed Facility (but excluding any Manager Confidential Information); *provided* that Manager may retain one or more archival copies of such books and records for Manager's independent use.

16.3.5 Bookings and Reservations. Tenant shall honor, and shall cause any successor manager to honor, all business confirmed for the Managed Facility with reservations (including reservations made by Manager pursuant to Manager's other promotional programs) dated after the effective date of the expiration or termination of this Agreement or the termination of Manager, as applicable, in accordance with such bookings as accepted by Manager, to the extent accepted by Manager prior to such effective date in accordance with this Agreement. Manager shall transfer to Tenant and will assume responsibility for all advance deposits received by Manager for the Managed Facility.

16.3.6 Bank Accounts; Receivables. On the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall disburse all of Tenant's funds or other funds generated by the Managed Facility in the Bank Accounts to Tenant. All receivables of the Managed Facility outstanding as of the effective date of termination or expiration of this Agreement or termination of Manager, as applicable, shall continue to be the property of Tenant. Manager will turn over to Tenant any receivables collected directly by Manager after the effective date of termination or expiration of this Agreement or termination of Manager, as applicable.

16.3.7 Final Accounting. Within thirty (30) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall render a full accounting to Tenant (including all statements and reports in the forms required herein) for the final month ending on the date of expiration or termination of this Agreement or termination of Manager, as applicable. At the request of Tenant, Manager shall cause to be prepared and delivered to Tenant within ninety (90) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Certified Financial Statements for the final Operating Year, containing the reports and other items and prepared on the same basis as under Section 10.3. The cost of preparing the Certified Financial Statements pursuant to this Section 16.3.7 shall be an Operating Expense attributable to the final Operating Year. The final Certified Financial Statements delivered pursuant to this Section 16.3.7, and all information contained therein, shall be binding and conclusive on Tenant and Manager unless, within sixty (60) days following the delivery thereof, either Tenant or Manager shall deliver to the other Party written notice of its objection thereto setting forth in reasonable detail the nature of such objection. If Tenant and Manager are unable thereafter to resolve any disputes between them with respect to the matters set forth in the final Certified Financial Statements within sixty (60) days after delivery by either Tenant or Manager of the aforesaid written notice, either Tenant or Manager shall have the right to cause such dispute to be resolved by Expert Resolution in accordance with the provisions of Article XVIII.

16.3.8 Managed Facility Personnel. From and after the expiration or termination of this Agreement (i) the Managed Facility Personnel and any employees of Manager shall not be restrained by this Agreement in making their own decision as to whether to be employed by Tenant, Manager or their respective Affiliates, (ii) Tenant and Manager shall waive any non-compete, non-solicitation and restrictive covenant agreements and arrangements with such Managed Facility Personnel and any employees of Manager, as applicable, and (iii) Manager and its Affiliates may employ any of the Senior Executive Personnel or any other Managed Facility Personnel who desire employment with Manager or its Affiliates and who Tenant does not employ. Manager shall make reasonably available to Tenant from time to time during the Transition Period any Managed Facility Personnel employed by Manager or its Affiliates to answer questions that Tenant may have regarding the Managed Facility.

16.3.9 Transition Period. Notwithstanding anything otherwise contained in this Agreement (and notwithstanding any expiration or termination of this Agreement pursuant to Sections 16.2.1 through 16.2.7 hereof), during the continuance of any Transition Period, Manager shall continue to manage the Managed Facility in accordance with the Transition Services Agreement and, to the extent not otherwise inconsistent with the Transition Services Agreement, all of the other applicable provisions, terms and conditions of this Agreement pertaining to the management of the Managed Facility (including, without limitation, the Operating Standard as set forth herein), and all such provisions, terms and conditions hereof (and all related obligations of the Parties) shall continue to survive as necessary to effectuate such continuing management functions, and as necessary so that each Party may exercise all such rights and remedies as are available to it under this Agreement in respect of such continuing management functions, including in respect of any Event of Default occurring during the term of any such Transition Period. Without limitation of the preceding sentence, Lease Guarantor shall remain obligated in respect of any and all Guaranteed Obligations accruing during the term of any Transition Period, as and to the extent provided in Article XVII below.

16.3.10 Survival. This Section 16.3 shall survive the expiration or termination of this Agreement.

16.4 [Intentionally Omitted]

16.5 Termination of Manager.

16.5.1 General. The Parties agree that, except as provided in Section 16.2 and Section 16.5.2, Manager may not be terminated as Manager hereunder for any reason (including in the case of a rejection of this Agreement in any bankruptcy, insolvency or dissolution proceedings) unless the termination of Manager as Manager hereunder is expressly consented to in writing by (x) Landlord, in its sole and absolute discretion, and (y) Lease Guarantor, in its sole and absolute discretion. If Manager is terminated for any reason other than as provided in the preceding sentence, then such termination shall be null and void and Manager will continue to manage in accordance with the terms of this Agreement; *provided* that, for the avoidance of doubt, if such termination is in connection with events constituting a Non-Consented Lease Termination, then such termination shall be treated as a Non-Consented Lease Termination and the provisions of Article XXI hereof shall apply.



16.5.2 Termination for Cause. The Parties acknowledge and agree that Manager may be Terminated for Cause by Landlord expressly and in writing in accordance with the definition of “Terminated for Cause”. In the event that Manager is so Terminated for Cause by Landlord, Landlord may cause Tenant to engage a replacement manager that is identified by and acceptable to Landlord, on such provisions, terms and conditions as are reasonably acceptable to Landlord, Tenant and such replacement manager, including with respect to use of real property, intellectual property rights and other assets on or in connection with the Managed Facility, in each case in Landlord’s reasonable discretion, and, for the avoidance of doubt, the Lease Guaranty and all related provisions, terms and conditions of this Agreement shall remain in full force and effect as provided in Section 17.3.5.4 hereof; *provided* that, if a replacement manager is not so engaged within one (1) year from the date of Manager’s termination as set forth in the definition of “Terminated for Cause”, Lease Guarantor shall have the right to cause Tenant to engage a replacement manager that is identified by Lease Guarantor, subject to approval by Landlord (such approval not to be unreasonably withheld), on substantially the same terms and conditions as are specified in this Agreement (or in the case of a replacement manager that is not an Affiliate of Tenant, such other terms and conditions that are reasonably satisfactory to Lease Guarantor and Landlord). No such replacement manager identified by Landlord shall be a Tenant Prohibited Person or a Lease Guarantor Prohibited Person and no such replacement manager identified by Lease Guarantor shall be a Landlord Prohibited Person.

## ARTICLE XVII

### LEASE GUARANTY

17.1 Guaranteed Obligations. Lease Guarantor hereby unconditionally and irrevocably guarantees to Landlord, as primary obligor and not merely as surety, the prompt and complete payment and performance in full in cash of, without duplication, (i) all monetary obligations of Tenant under the Lease (and, without duplication, all monetary obligations of the tenant under any New Lease obtained pursuant to and in accordance with Section 17.1(f) of the Lease in connection with which the applicable Leasehold Lender has elected to retain CEC as Lease Guarantor and proceed in accordance with Section 22.2(i)(1)(B) of the Lease) of any nature (including, without limitation, during any Transition Period), including, without limitation, (x) Tenant’s rent and other payment obligations of any nature under the Lease (including all Rent and Additional Charges (as each such term is defined in the Lease)), (y) Tenant’s obligation to expend the Required Capital Expenditures (as defined in the Lease) in accordance with the Lease and any other expenditures required of Tenant by the terms of the Lease, including, but not limited to, the completion of the New Tower (as defined in the Lease) and the payment of all costs and expenses incurred in connection with the construction thereof, in each case to the extent required under the Lease, and (z) Tenant’s obligation to pay monetary damages in connection with any breach of the Lease and to pay indemnification obligations in each case as provided under the Lease, (ii) all Guaranty

Termination Obligations (without duplication of amounts otherwise already included under clause (i)) and (iii) any sums payable to Landlord pursuant to Section 17.2.4 hereof (clauses (i), (ii) and (iii)) collectively, the “**Guaranteed Obligations**”), in each case including (a) amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or similar laws and (b) any late charges and interest provided for under the Lease (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding). Lease Guarantor shall be jointly and severally liable with Tenant for the payment and performance of the Guaranteed Obligations. For the avoidance of doubt, although as a matter of process and procedure, Section 17.2 hereof sets forth a process by which Landlord may issue notice to Lease Guarantor in respect of certain Guaranteed Obligations, such process is not intended to be a predicate to the existence or accrual of Lease Guarantor’s liability for any of the Guaranteed Obligations, it being understood that all of Lease Guarantor’s obligations hereunder in respect of the Guaranteed Obligations are unconditional and irrevocable in all respects, irrespective of whether the process set forth in Section 17.2 has been commenced, completed or otherwise satisfied (but, in each case, subject to the terms and conditions of this Agreement, including the occurrence of any Guaranty Release Date).

17.2 Notice and Guaranty Payment Process.

17.2.1 Guaranteed Obligations Other Than Guaranty Termination Obligations and Enforcement Costs. Lease Guarantor shall have no obligation to make any payment in respect of any Guaranteed Obligations (other than Guaranty Termination Obligations and any sums payable to Landlord pursuant to Section 17.2.4 hereof) unless and until Lease Guarantor receives notice in respect thereof from Landlord in accordance with this Section 17.2.1, it being understood, however, that as provided in Section 17.1, Landlord’s failure to deliver any notice shall not prevent or otherwise affect the existence or accrual of any Guaranteed Obligations. Landlord may give Lease Guarantor written notice of any event or circumstance that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default concurrently with notice to Tenant thereof, or at any time thereafter, which notice to Lease Guarantor shall specify in reasonable detail such actual or alleged event or circumstance and the payment amount or other relief demanded (each such notice to Lease Guarantor, a “**Lease Guaranty Claim**”). Lease Guarantor shall pay to Landlord, in full in cash, the amount of Guaranteed Obligations that are owed as may be specified in the applicable Lease Guaranty Claim immediately upon the occurrence of all of the following: (1) the event or circumstance set forth in the applicable Lease Guaranty Claim shall be a Tenant Lease Event of Default that is continuing, (2) with respect to any failure by Tenant to satisfy a monetary obligation that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default (each, a “**Monetary Tenant Default**”), Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Lease Guarantor’s receipt of the applicable Lease Guaranty Claim, and (3) with respect to any Monetary Tenant Default, Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Tenant’s deadline under the Lease

(giving effect to any applicable notice and cure periods available to Tenant under the Lease, unless, at the time the applicable Lease Guaranty Claim is made, another Lease Guaranty Claim has been made and remains outstanding); *provided* that no Lease Guaranty Claim shall be required to be delivered other than with respect to Guaranteed Obligations described in clause (i) of Section 17.1; and *provided, further*, that the provisions of this Section 17.2.1 are not intended to expand in any way the definition or scope of the Guaranteed Obligations.

**17.2.2 Guaranty Termination Obligations.** Guaranteed Obligations comprising Guaranty Termination Obligations shall not be subject to the process described in Section 17.2.1. Instead (subject to the final two (2) sentences of this Section 17.2.2), Lease Guarantor shall pay to Landlord, in full in cash, any and all known or demanded Guaranty Termination Obligations immediately following the Guaranty Release Date. Lease Guarantor acknowledges and agrees that the full extent of all of the Guaranty Termination Obligations may not be known or demanded as of the Guaranty Release Date. Accordingly, to the extent that any amount of any portion of the Guaranty Termination Obligations is either not known or not demanded by Landlord as of the Guaranty Release Date, then Lease Guarantor shall pay to Landlord all of such portion of the Guaranty Termination Obligations, in full in cash, promptly upon subsequent demand by Landlord for such Guaranty Termination Obligations, and the failure or delay of Landlord to demand such payment shall not be a waiver of any right of Landlord to receive the Guaranty Termination Obligations in full.

**17.2.3 Interest.** If all or any part of any Guaranteed Obligation shall not be paid on or prior to Lease Guarantor's deadline to so do as provided in this Section 17.2, Lease Guarantor shall pay, immediately upon demand by Landlord, and without presentment, protest, or notice (each of which is hereby waived by Lease Guarantor to the extent permitted by Applicable Law), in addition to such Guaranteed Obligation, but without duplication of any interest accruing on such amounts pursuant to the Lease and otherwise payable as a Guaranteed Obligation (and without interest accruing on any interest), interest on the amount of such Guaranteed Obligation (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) at a rate equal to the lesser of (i) five percentage points above the Prime Rate and (ii) the highest rate permitted by Applicable Law, accruing from the date of Lease Guarantor's deadline by which to make such payment under this Section 17.2.

**17.2.4 Enforcement Costs.** If Landlord or Lease Guarantor brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein.

### **17.3 Guaranty Provisions.**

#### **17.3.1 Nature of Lease Guaranty.**

17.3.1.1 Until such time as Lease Guarantor has paid in full in cash all of the Guaranteed Obligations, including any and all Guaranty Termination Obligations, Lease Guarantor shall continue to be liable under the Lease Guaranty (except solely if and to the extent expressly provided in Section 17.3.5 below). Lease Guarantor agrees that the Guaranteed Obligations (A) shall not be released, diminished, impaired, reduced or adversely affected by any of the following, whether or not notice thereof is given to Lease Guarantor (in each case subject to the final sentence of this Section 17.3.1.1): (i) any agreement or stipulation between Landlord and Tenant extending the time of performance under, or any other agreement, amendment, modification, supplement or other instrument modifying any of the terms, covenants or conditions contained in, the Lease; (ii) any renewal or extension of the Lease pursuant to an option granted in the Lease, if any; (iii) any waiver by Landlord, or failure of Landlord to enforce, any of the terms, covenants or conditions contained in the Lease or any of the terms, covenants or conditions contained in any modifications thereof; (iv) any assignment of the Lease, or any subletting or subsubletting of, or any other occupancy arrangements in respect of, all or any part of the Managed Facility; (v) any release, waiver, consent, indulgence, forbearance or other action, inaction or omission by Landlord or otherwise under or in respect of the Lease or any other instrument or agreement; (vi) any change in the corporate existence, structure or ownership of, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting, Tenant, Landlord or any other Party or their respective successors or assigns or any of their respective Affiliates or any of their respective assets, or any actual or attempted rejection, assumption, assignment, separation, severance, or recharacterization of the Lease or any portion thereof, or any discharge of liability thereunder, in connection with any such proceeding or otherwise; (vii) any other defenses, other than a defense of payment or performance in full, as the case may be, of the Guaranteed Obligations; (viii) the existence of any claim, setoff, counterclaim, defense or other rights that may be at any time be available to, or asserted by, Lease Guarantor or Tenant against Landlord, whether in connection with the Lease, the Guaranteed Obligations or otherwise; (ix) any breach by (or any act or omission of any nature of) Landlord under the Lease; (x) (except if Article XXI requires implementation of a Replacement Structure, and such Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with Article XXI, solely to the extent expressly provided in Section 21.3) any breach by (or any act or omission of any nature of) Landlord under this Agreement or any of the other Lease/MLSA Related Agreements; (xi) any law or statute that may operate to cap, limit, or otherwise restrict the claims of a lessor of real property, including, but not limited to, Section 502(b)(6) of the Bankruptcy Code; (xii) the integration of the Lease Guaranty together with the other components of this Agreement (as opposed to the Lease Guaranty having been made by Lease Guarantor as an independent, standalone instrument); (xiii) any default, failure or delay, willful or otherwise, in the performance of the obligations of Tenant under the Lease; (xiv) the failure of Landlord to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of this Agreement, the Lease or otherwise; (xv) the invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations (including the Lease) for any reason

whatsoever (subject, in each case, to Section 17.3.5 and Article XXI of this Agreement); and/or (xvi) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the obligations of Tenant under the Lease or any existence of or reliance on any representation by Landlord that might vary the risk of Lease Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Lease Guarantor or any other guarantor or surety and (B) are in no way conditioned or contingent upon any attempts to collect or any other condition or contingency. Notwithstanding anything set forth in this Agreement or the Lease to the contrary, Lease Guarantor shall not be subject to (and the Lease Guaranty will not be applicable with respect to) any amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder or, subject to Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof, that is otherwise adverse to the rights of Tenant and/or Lease Guarantor, unless Lease Guarantor shall have expressly consented thereto in writing (in its sole and absolute discretion); *provided, however*, that Lease Guarantor shall, in all events, remain liable for (and the Lease Guaranty will be applicable with respect to) any and all Guaranteed Obligations that would exist without giving effect to any such amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder; *provided, further, however*, for the avoidance of doubt, that nothing in this sentence is intended to vitiate or supersede Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof.

17.3.1.2 Subject to Section 17.3.5, the liability of Lease Guarantor under the Lease Guaranty shall be an absolute, direct, immediate, continuing and unconditional guaranty of payment and performance and not of collectability, may not be revoked by Lease Guarantor and shall continue to be effective with respect to all of the Guaranteed Obligations notwithstanding any attempted revocation by Lease Guarantor and shall not be conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or any other documents or instruments relating to the Guaranteed Obligations, including any Party's lack of authority or lawful right to enter into such document on such Party's behalf, or the pursuit by Landlord of any remedies Landlord may have. Without limiting the generality of the foregoing, the liability of Lease Guarantor under the Lease Guaranty shall be unaffected by (a) the absence of any action to enforce the Lease Guaranty, any other obligation of Lease Guarantor hereunder, the Lease or any other instrument or agreement, or the waiver or consent by Landlord with respect to any of the provisions of any of them; or (b) the existence, value, or condition of any security for the Guaranteed Obligations or any action, or the absence of any action, by Landlord in respect thereof (including, without limitation, the release of any such security).

17.3.1.3 Subject to Section 17.3.5, the Lease Guaranty is a continuing guaranty and shall remain in effect until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash in accordance with the terms of the Lease.

17.3.1.4 In the event that all or any portion of the Guaranteed Obligations are paid by Tenant or Lease Guarantor, the Guaranteed Obligations of Lease Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or for any other reason. Any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under the Lease Guaranty.

17.3.1.5 The Lease Guaranty shall continue in full force and be binding upon Lease Guarantor, its successors and assigns, in accordance with its terms. Lease Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the Guaranteed Obligations.

17.3.1.6 The Lease Guaranty shall inure to the benefit of Landlord and its permitted successors and assigns, including any Landlord's Lender to which the Lease has been assigned and its permitted successors and assigns.

17.3.1.7 Lease Guarantor, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to permit Lease Guarantor to guarantee the Guaranteed Obligations hereunder.

17.3.1.8 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that in connection with the implementation of a Leasehold Foreclosure with MLSA Assumption, this Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of the equity in Tenant, (ii) any other exercise of remedies by the applicable Leasehold Lender, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager, on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) any changes or modifications with respect to the Lease of any nature in connection with such Leasehold Foreclosure with MLSA Assumption pursuant to and contemplated by the third to last paragraph of Section 22.2 of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.8 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.9 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that if a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease, then, in any such event, this Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of the equity in Tenant or any other exercise of remedies by the applicable Leasehold Lender, (ii) any termination of the Lease, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager, on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) the entry into the New Lease on the terms and conditions contemplated under Section 17.1(f) of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.9 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.10 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that Lease Guarantor shall, at the request of Landlord, affirm or reaffirm in writing all of its obligations under this Agreement including as Lease Guarantor in respect of the Lease or any New Lease, as applicable, upon the occurrence of any of the following: (i) any Lease Foreclosure Transaction in accordance with Section 22.2(i) of the Lease in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease (*provided* that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); (ii) the assumption by any Person (including a Person that is unrelated to Manager or Lease Guarantor) of Tenant's rights and obligations under the Lease in connection with any such Lease Foreclosure Transaction (*provided* that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); or (iii) the execution of any New Lease by any Person (including a Person that is unrelated to Manager or Lease Guarantor) in accordance with Section 17.1(f) of the Lease, in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease. Lease Guarantor expressly acknowledges and agrees that Lease Guarantor's failure to so reaffirm in a writing reasonably acceptable to Landlord all of its obligations under this Agreement within five (5) days of a request from Landlord shall be an immediate Lease Guarantor Event of Default. In addition, and without limitation of anything otherwise contained in this Agreement, Lease Guarantor acknowledges it has executed and delivered to Landlord that certain Indemnity Agreement, Power of Attorney and Related Covenants (CPLV), pursuant to which, among other things, Lease Guarantor

has appointed Landlord as its attorney-in-fact with full power in Lease Guarantor's name and behalf to execute and deliver at any time an affirmation or reaffirmation of this Agreement, including as to the Lease Guaranty. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS AGREEMENTS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.10 OR THE POWER OF ATTORNEY GRANTED PURSUANT TO THE AFORESAID INDEMNITY AGREEMENT, POWER OF ATTORNEY AND RELATED COVENANTS (CPLV) ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.2 Subrogation. Until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash, Lease Guarantor shall withhold exercise of (a) any rights of reimbursement, indemnity or subrogation against Tenant arising from any payment of Guaranteed Obligations by Lease Guarantor, (b) any right of contribution Lease Guarantor may have against any other Person that is liable under the Lease arising from such payment or otherwise in connection with the Lease or this Agreement, (c) any right to enforce any remedy which Lease Guarantor now has or may hereafter have against Tenant or Manager or (d) any benefit of, and any right to participate in, any security now or hereafter held by Landlord in respect of the Lease. Lease Guarantor further agrees that any rights of reimbursement, indemnity or subrogation Lease Guarantor may have against Tenant or against any collateral or security, and any rights of contribution Lease Guarantor may have against any other Person, in connection with any payment of Guaranteed Obligations or otherwise under this Agreement or the Lease by Lease Guarantor shall be junior and subordinate to any rights Landlord may have against Tenant or any such other Person, to all right, title and interest Landlord may have in any such collateral or security, and to any rights Landlord may have against Tenant or any such other Person. If any amount shall be paid to Lease Guarantor on account of any such reimbursement, indemnity, subrogation or contribution rights at any time prior to the Guaranty Covenant Termination Date, such amount shall be held in trust for Landlord and shall forthwith be paid over to Landlord to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Lease or any applicable security agreement. In addition, any indebtedness of Tenant now or hereafter held by Lease Guarantor is hereby subordinated in right of payment to the prior irrevocable payment in full in cash of the Guaranteed Obligations; *provided that*, the foregoing notwithstanding, Tenant may make payments with respect to such indebtedness unless (A) a Tenant Lease Event of Default has occurred and is continuing or (B) any monetary default by Tenant under the Lease has occurred and is continuing with respect to which Landlord has delivered to Lease Guarantor a Lease Guaranty Claim or otherwise delivered written notice to Tenant or Lease Guarantor.

17.3.3 Enforcement.

17.3.3.1 The obligations of Lease Guarantor hereunder are independent of the obligations of Tenant under the Lease. The Lease Guaranty may be enforced by Landlord without the necessity at any time of resorting to or exhausting any other security (such as, for example, any security deposit of Tenant held by Landlord) or



collateral and without the necessity at any time of having recourse to the remedy provisions of the Lease (such as, for example, terminating the Lease) or otherwise, and Lease Guarantor hereby expressly waives the right to require Landlord to proceed against Tenant or any other Person, to exercise its rights and remedies under the Lease, or to pursue any other remedy whatsoever against any Person, security or collateral or enforce any other right at law or in equity. Without limitation of the generality of the foregoing, it shall not be necessary for Landlord (and Lease Guarantor hereby waives any rights which it may have to require Landlord), in order to enforce any Guaranteed Obligation against Lease Guarantor, first to institute suit or exhaust its remedies against any other Person, security or collateral or resort to any other means of obtaining payment of any Guaranteed Obligation. Nothing herein shall prevent Landlord from suing any Person to enforce the terms of the Lease or from exercising any other rights available to Landlord under the Lease or any other instrument or agreement, and the exercise of any of the aforesaid rights shall not affect the obligations of Lease Guarantor hereunder. Lease Guarantor understands that the exercise, or any forbearance from exercising, by Landlord of certain rights and remedies contained in the Lease may affect or eliminate Lease Guarantor's right of subrogation against Tenant and that Lease Guarantor may therefore incur liability hereunder that is not subject to reimbursement; nevertheless Lease Guarantor hereby authorizes and empowers Landlord to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Lease Guarantor that its Guaranteed Obligations hereunder shall be absolute, independent and unconditional, in each case in accordance with its terms hereunder.

17.3.3.2 No failure or delay on the part of Landlord in exercising any right, power or privilege under the Lease Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.3.3.3 It is understood that Landlord, without impairing the Lease Guaranty, may, subject to the terms of the Lease, apply payments from Tenant or from any reletting of the Leased Property upon a default by Tenant or from or in connection with any exercise of rights or remedies, to any due and unpaid rent or other charges or to such other Guaranteed Obligations owed by Tenant to Landlord pursuant to the Lease in such amounts and in such order as Landlord, in its sole and absolute discretion, determines; *provided* that any amount so paid and applied reduces the aggregate outstanding liabilities of Tenant under the Lease by such amount as required under the Lease.

#### 17.3.4 Waivers and Other Acknowledgments.

17.3.4.1 Subject to Section 17.2 above, Lease Guarantor hereby waives (i) diligence, presentment, demand of payment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor with respect to any of the Guaranteed Obligations and this Agreement and any requirement that Landlord protect any property related thereto, (ii) all notices to Lease Guarantor, Tenant or any other

person (whether of nonpayment, termination, acceptance of the Lease Guaranty, default under the Lease, loans or defaults under loans, assignment or sublease, sale of the Leased Property, changes in ownership of Landlord or Tenant, or any other matters relating to the Lease, the Leased Property or related matters, whether or not referred to herein, and including any and all notices of the creation, renewal, extension, modification or accrual of any Guaranteed Obligations arising under the Lease) in connection with or related to a claim under the Lease Guaranty, (iii) all demands whatsoever in respect of a claim under the Lease Guaranty, (iv) any requirement of diligence or promptness on Landlord's part in the enforcement of its rights under the provisions of the Lease Guaranty and this Agreement, (v) any defense to the obligation to make any payments required under the Lease Guaranty (vi) any defense based upon an election of remedies by Landlord, (vii) any defense based on any right of set-off or recoupment or counterclaim against or in respect of the obligations of Lease Guarantor hereunder, and (viii) notice of adverse change in Tenant's financial condition, or any other fact that might materially increase the risk to Lease Guarantor with respect to any of the Guaranteed Obligations. Notice or demand given to Lease Guarantor in any instance will not entitle Lease Guarantor to notice or demand in similar or other circumstances nor constitute Landlord's waiver of its right to take any future action in any circumstance without notice or demand. Lease Guarantor agrees that its Guaranteed Obligations hereunder shall not be affected by any circumstances which might otherwise constitute a legal or equitable discharge of a guarantor or surety. Lease Guarantor agrees that (other than during a Section 5.9.1(c) Period) it shall be collaterally estopped from contesting, and shall be bound conclusively in any subsequent action, in any jurisdiction, by the judgment in any action by Landlord against Tenant in connection with the Lease or any other Lease/MLSA Related Agreement (wherever instituted) as if Lease Guarantor were a party to such action even if not so joined as a party unless Lease Guarantor attempted to join such action and was not permitted to do so by Landlord.

17.3.4.2 Lease Guarantor hereby waives, and agrees that it shall not at any time insist upon, plead, or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets, or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent, or otherwise affect the performance by Lease Guarantor of its obligations under, or the enforcement by Landlord of, the Lease Guaranty. Lease Guarantor represents, warrants, and agrees that, as of the date of this Agreement, its obligations under this Lease Guaranty are not subject to any offsets or defenses against Landlord or Tenant of any kind. Lease Guarantor further agrees that its obligations under this Lease Guaranty shall not be subject to any counterclaims (to the fullest extent permitted under Applicable Law), offsets, or defenses (except the defense of actual payment or performance) against Landlord or against Tenant of any kind which may arise in the future.

17.3.4.3 Lease Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of Tenant, and of any and all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that Lease Guarantor assumes and incurs hereunder, and agrees that Landlord shall not have any duty to advise Lease Guarantor of any information known to Landlord (or otherwise) regarding such circumstances or risks.

#### 17.3.5 Lease Guarantor Release.

17.3.5.1 Notwithstanding anything else contained in this Agreement, the obligations and liabilities of Lease Guarantor hereunder shall not terminate, be released or be reduced in any respect (including if this Agreement is terminated for any reason) except as expressly set forth in this Section 17.3.5.

17.3.5.2 Subject to the remaining provisions of this Section 17.3.5 and Section 17.3.1.4, the liability of Lease Guarantor in respect of the Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) shall automatically terminate, and Lease Guarantor shall be automatically released from its obligations under this Agreement including its obligation to pay any Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) to Landlord (the date upon which a release as described in this sentence occurs is referred to in this Agreement as the “**Guaranty Release Date**”) (i) upon the occurrence of the expiration or termination of this Agreement in accordance with the express provisions of Section 16.2; (ii) upon the effectuation of the Replacement Structure and execution and effectiveness of a Replacement MLSA in accordance with the express provisions of Section 21.1, following a Non-Consented Lease Termination; (iii) if, following a Non-Consented Lease Termination, (x) Landlord or any Landlord’s Lender, as applicable, elects in writing that the Replacement Structure shall not occur or (y) the Replacement Structure does not occur as a direct and proximate result of Landlord’s acts or failure to act in accordance with Article XXI, in each case, solely to the extent expressly provided in Section 21.3; or (iv) if (x) Manager shall be terminated for Cause by Landlord expressly and in writing and (y) an arbitrator in a Cause Arbitration under clause (1) of the definition of “Terminated for Cause” subsequently determines that Cause did not exist for termination of Manager thereunder (it being understood that in the case of this clause (iv), the Guaranty Release Date shall be deemed to be the date of Manager’s termination as set forth in clause (1) of the definition of “Terminated for Cause”). For the avoidance of doubt, except as expressly set forth in this Section 17.3.5.2, the termination of this Agreement for any reason shall not result in the termination, release or reduction of Lease Guarantor’s obligations or liabilities under this Agreement in any respect.

17.3.5.3 In connection with any release occurring on the Guaranty Release Date as described in Section 17.3.5.2, Landlord shall take such action and execute any such documents as may be reasonably requested by Lease Guarantor to evidence such release.

17.3.5.4 Notwithstanding the foregoing provisions of this Section 17.3.5 or anything else otherwise set forth in this Agreement, (i) in the event that Manager is Terminated for Cause, then, except as set forth in Section 17.3.5.2(iv), this Agreement shall not terminate with respect to Lease Guarantor in any respect (and Lease Guarantor shall not be released from any obligation or liability in respect of any aspect of

the Guaranteed Obligations) and Lease Guarantor's obligations shall remain in full force and effect in accordance with (and subject to) the terms of this Agreement, (ii) during any Transition Period, the obligations of Lease Guarantor, Tenant, Manager and Landlord hereunder shall continue in all respects for the duration of such Transition Period in accordance with (and subject to) the terms of this Agreement (it being understood that, in such event, Manager shall continue to act as manager pursuant to the provisions, terms and conditions of this Agreement and the Transition Services Agreement in accordance with Section 16.3.9 hereof), and (iii) in the event of a Non-Consented Lease Termination, the obligations of Lease Guarantor and the other Parties hereunder shall be governed by Article XXI.

17.3.5.5 [Reserved]

17.3.5.6 Notwithstanding anything contained in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without intending to vitiate, limit or supersede Section 1.3 hereof), but subject to Section 17.3.5.2, in the event this Agreement or any of the other Lease/MLSA Related Agreements (or any portion of any of them) is unenforceable (for any reason whatsoever) against any Party to this Agreement, including, without limitation, as a result of rejection of this Agreement or any of the other Lease/MLSA Related Agreements in any bankruptcy, insolvency, dissolution or other proceeding, the Lease Guaranty shall remain in full force and effect without any change or impairment (and shall not be terminated, released or reduced) in any respect, and shall be treated as if all of the obligations and liabilities of the Lease Guaranty were set forth, *ab initio*, in a separate instrument to which the Party against which this Agreement or any such Lease/MLSA Related Agreement (or any portion of any of them) is unenforceable is not a party.

17.3.5.7 Notwithstanding anything otherwise contained in this Agreement, for so long as any portion of the Guaranteed Obligations (including any Guaranty Termination Obligations) payable pursuant to this Agreement has not been irrevocably paid in full in cash or if any Guaranteed Obligations have been reinstated in accordance with Section 17.3.1.4, all provisions, terms and conditions of this Agreement shall survive and remain in full force and effect to the extent necessary so that Landlord may exercise any and all rights and remedies available to it in respect of the Lease Guaranty hereunder, including any and all rights available to Landlord in respect of any Lease Guarantor Event of Default or any nonpayment in full in cash of any and all such Guaranteed Obligations as and when provided hereunder; *provided* that the provisions of Article XI and Section 17.4 shall terminate on the Guaranty Covenant Termination Date.

17.4 Guarantor Covenants.

17.4.1 Asset Sales. Prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not effect any Asset Sale unless:

(1) Lease Guarantor receives consideration equal to at least the Fair Market Value (as determined in good faith by a responsible officer of Lease Guarantor or, with respect to any Asset Sale to an Affiliate, as determined pursuant to the opinion referred to in clause (2) below) of the disposed assets measured as of the date of such Asset Sale; and

(2) in the case of any Asset Sale to an Affiliate of Lease Guarantor, (a) such Asset Sale is approved by a majority of the Independent Directors of Lease Guarantor; (b) Lease Guarantor obtains an opinion from an Approved Fairness Opinion Firm that such Asset Sale is fair to Lease Guarantor from a financial point of view after such Approved Fairness Opinion Firm conducts an independent assessment of all material terms of such Asset Sale; and (c) prior to the consummation of any such Asset Sale, (i) Lease Guarantor offers, in writing, to make such Asset Sale to Landlord on the same terms on which such Asset Sale is proposed to be made to such Affiliate and (ii) Landlord either declines such offer or fails to provide written notice of acceptance of such offer to Lease Guarantor within thirty (30) Business Days of the date such offer is made to Landlord (in which event Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord). To constitute a valid offer in accordance with clause (2)(c)(i), above, Lease Guarantor shall furnish to Landlord all material information made available to the purchaser in such Asset Sale, including at a minimum, basic information identifying the applicable assets, material acquisition terms, including, without limitation, the purchase price and reasonable historical financial and all other customary diligence materials and other information relating to the applicable assets to be sold and such additional information as may be reasonably requested by Landlord and in the possession or control of Lease Guarantor or its Affiliates.

17.4.2 Acceptance of Asset Sale Offer. If Landlord accepts any offer described in clause (2)(c)(i), of Section 17.4.1 within the time limit and in the manner described in clause (2)(c)(ii) of Section 17.4.1, then Landlord (or any designee of Landlord) and Lease Guarantor shall promptly proceed to consummate the Asset Sale contemplated by such offer on the terms set forth in such offer; *provided* that the parties shall be entitled to a minimum period of forty five (45) days between acceptance of the offer and the closing. In the event Landlord (or such designee) fails to consummate such Asset Sale on such terms, then Landlord shall be deemed to have declined such offer for purposes of this Section 17.4 and Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord.

17.4.3 Dividends. In addition to any other applicable restrictions hereunder, prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not, directly or indirectly, declare or pay any dividend or make any other distribution with respect to its capital stock or other equity interests with any assets other than cash unless such dividend or distribution would not reasonably be expected to result in Lease Guarantor's inability to perform its Lease Guaranty obligations under this Agreement.

17.4.4 Restricted Payments. In addition to the foregoing, prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, Lease Guarantor shall not directly or indirectly (i) declare or pay, or cause to be declared or paid, any dividend, distribution, any other direct

or indirect payment or transfer (in each case, in cash, stock, other property, a combination thereof or otherwise) with respect to any of Lease Guarantor's capital stock or other equity interests, (ii) purchase or otherwise acquire or retire for value any of Lease Guarantor's capital stock or other equity interests, or (iii) engage in any other transaction with any direct or indirect holder of Lease Guarantor's capital stock or other equity interests which is similar in purpose or effect to those described above (collectively, a "**Restricted Payment**"), except that Lease Guarantor can execute (1) any of the transactions outlined above if: (a) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$5.5 billion, (b) the amount of such dividend, distribution, or other transaction (together with any and all other such dividends and distributions and other transactions made under this clause (1)(b)) but excluding, for the avoidance of doubt, any dividends, distributions or other transactions to be made under clause (1)(c) or (2) below in such fiscal year, does not exceed, in the aggregate, (x) 25% of the net proceeds, up to a cap of \$25 million in any fiscal year, from the disposition of assets by Lease Guarantor and its subsidiaries, plus (y) \$100 million from other sources in any fiscal year or (c) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$4.5 billion and the aggregate amount of such dividends, distributions or other transactions made under this clause (c) (excluding, for the avoidance of doubt, any dividends, distributions or other transactions made under clause (1)(b) above or clause (2) below in such fiscal year) is less than or equal to \$125 million in any fiscal year and is funded solely by asset sale proceeds or (2) any transaction described in clause (ii) above so long as the aggregate amount of all such transactions made under this clause (2) (excluding for the avoidance of doubt, any such transactions made from and after the date hereof under clause (1)(b) or (1)(c) above) is less than or equal to \$199,500,000.00 (it being understood that from and after such time that the aggregate amount of all such transactions made from and after the date hereof under this clause (2) exceeds \$199,500,000.00, no further transactions shall be permitted under this clause (2)). Prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, except as provided in clause (1)(a) or (1)(c) in the preceding sentence, any net proceeds from the disposition of assets by Lease Guarantor or its subsidiaries after the Commencement Date in excess of \$25 million that are directly or indirectly distributed to, or otherwise received by, Lease Guarantor in any fiscal year shall not be used to fund any Restricted Payment.

#### 17.4.5 Springing Covenants and Liens.

17.4.5.1 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor either (i) guaranties all or any portion of any Opco First Lien Debt (any such guaranty, an "**Opco Debt Guaranty**"), and the obligations under any such Opco Debt Guaranty are at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC or (ii) causes all or any portion of the obligations under the Opco First Lien Debt to be at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC (any and all such property in clauses (i) and (ii), "**Lease/Debt Guaranty Collateral**"), then, in each such instance and for so long as any such Opco Debt Guaranty or Lease/Debt Guaranty Collateral is outstanding, Lease Guarantor shall, and shall cause any and all other

grantors of Lease/Debt Guaranty Collateral to grant, in the same security agreement documenting the grant of a security interest in the Lease/Debt Guaranty Collateral in favor of the Opco First Lien Debt (an “**Opco First Lien Debt Security Interest**”), to Landlord a lien (a “**Lease Guaranty Security Interest**”) on all Lease/Debt Guaranty Collateral, which Lease Guaranty Security Interest shall secure all obligations of Lease Guarantor under the Lease Guaranty and shall rank *pari passu* with the Opco First Lien Debt Security Interest; *provided* that if the Lease/Debt Guaranty Collateral is limited solely to a pledge of Lease Guarantor’s or any other such grantor’s equity interest in CEOC, then neither Lease Guarantor nor any other such grantor shall be required to grant a Lease Guaranty Security Interest. Any Lease Guaranty Security Interest granted pursuant to this Section 17.4.5 shall be automatically released upon the earlier of (i) the Guaranty Covenant Termination Date and (ii) the release of the respective Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing). Any Lease Guaranty Security Interest shall be a “silent” security interest, and Landlord shall have no voting, enforcement or default-related rights with respect to such security interest unless and until the earlier of (x) the occurrence of a Lease Guarantor Event of Default and (y) the occurrence of any event that would permit the holders of the applicable Opco First Lien Debt to take enforcement actions in respect of such Opco First Lien Debt Security Interest, at which time Landlord shall be permitted to exercise all rights available to a secured creditor with respect to the Lease/Debt Guaranty Collateral, including all rights available to any holder of an Opco First Lien Debt Security Interest. Lease Guarantor shall cause the beneficiaries of any Opco First Lien Debt Security Interest to enter into and become bound by an intercreditor agreement that is consistent with this provision and that is reasonably acceptable to Lease Guarantor and Landlord and containing, among other things, provisions governing the *pari passu* nature of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest, and the “waterfall” by which any proceeds of, or collections on, the Lease/Debt Guaranty Collateral will be distributed on an equal and ratable basis as between the beneficiaries of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest.

17.4.5.2 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor becomes obligated on any Opco Debt Guaranty or Opco First Lien Debt Security Interest (it being understood that a customary equity pledge solely of Lease Guarantor’s equity interests in CEOC shall not be deemed to be an Opco First Lien Debt Security Interest, unless such pledge includes covenants other than those customary for a pledge of such type or specifically relating to the pledge of equity interests in CEOC (*e.g.*, covenants concerning Lease Guarantor’s or such other grantor’s existence and place of organization, other covenants relating to maintaining the validity, enforceability, perfection, and priority of the pledge and prohibitions of liens on the pledged collateral)), and the obligations that are the subject of such Opco Debt Guaranty or Opco First Lien Debt Security Interest are refinanced at any time as part of a Non-Third Party Financing, then any covenant provisions included in such Opco Debt Guaranty or Opco First Lien Debt Security Interest that are applicable to Lease Guarantor

and its subsidiaries shall be automatically incorporated into this Agreement, *mutatis mutandis*, and shall apply to Lease Guarantor and any such subsidiaries, for the benefit of Landlord hereunder. Any such covenants that are so incorporated into this Agreement shall automatically cease to apply to Lease Guarantor and any such subsidiaries upon the earlier of (x) the Guaranty Covenant Termination Date and (y) the release of the respective Opco Debt Guaranty or Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing).

17.4.6 Lease Guaranty Unaffected. Each of the Parties acknowledges and agrees that the making of the Lease Guaranty by CEC to Landlord was a material, critical and indispensable inducement to Landlord agreeing to enter into this Agreement and the other Lease/MLSA Related Agreements, and, but for the fact that CEC has delivered the Lease Guaranty to Landlord, Landlord would not have entered into this Agreement or any of the other Lease/MLSA Related Agreements. For this and other reasons, it is the intent of the Parties that, other than as expressly provided in Section 17.3.5, the Lease Guaranty will continue in full force and effect under any and all circumstances and shall not be terminated, released, impaired or reduced in any respect.

17.5 Lease Guarantor Representations and Warranties.

17.5.1 Corporate Existence; Compliance with Law. Lease Guarantor represents and warrants as of the date of this Agreement that Lease Guarantor (i) is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware; (ii) is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification; and (iii) is in compliance with all Applicable Law where the failure to comply would reasonably be expected to have a materially adverse effect on Lease Guarantor's ability to pay the Guaranteed Obligations or perform its other obligations in accordance with the terms hereof.

17.5.2 Corporate Power; Authorization; Enforceable Guaranteed Obligations. The execution, delivery, and performance of the Lease Guaranty and all instruments and documents to be delivered by Lease Guarantor hereunder (i) are within Lease Guarantor's corporate powers, (ii) have been duly authorized by all necessary or proper corporate action, (iii) are not in contravention of any provision of Lease Guarantor's articles or certificate of incorporation or by-laws, (iv) will not violate any law or regulations, or any order or decree of any court or governmental instrumentality, (v) will not conflict with or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which Lease Guarantor is a party or by which Lease Guarantor or any of its property is bound, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder, (vi) will not result in the creation or imposition of any lien upon any of the property of Lease Guarantor (except to the extent provided in Section 17.4.5), and (vii) do not require the consent or approval of any



governmental body, agency, authority, or any other person except those already obtained, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder. This Lease Guaranty is duly executed and delivered on behalf of Lease Guarantor and constitutes a legal, valid, and binding obligation of Lease Guarantor, enforceable against Lease Guarantor in accordance with its terms (subject to any applicable principles of equity and bankruptcy, insolvency and other laws generally affecting creditors' rights).

17.6 Bankruptcy.

17.6.1 Lease Guarantor agrees and acknowledges that it shall not file a petition for relief as a debtor under any chapter of the Bankruptcy Code or any other bankruptcy, insolvency, debt composition, moratorium, receiver or similar federal or state laws for the purpose of limiting its liability hereunder, including by operation of Section 502(b) of the Bankruptcy Code or similar provisions. Lease Guarantor further agrees and acknowledges that, if, notwithstanding the foregoing, it shall seek any such relief, Lease Guarantor's violation of this provision will constitute "cause" to dismiss any such proceeding, including under Section 1112 of the Bankruptcy Code, and Lease Guarantor will not and will not attempt to (and will oppose any effort by any other party to) oppose any motion or request by Landlord or any other party to dismiss any such proceeding.

17.6.2 Lease Guarantor further agrees and acknowledges that its guaranty of the Guaranteed Obligations under this Agreement shall be fully enforceable against Lease Guarantor in any bankruptcy, insolvency, dissolution or other proceeding, and Lease Guarantor hereby represents, acknowledges and agrees that it will not and will not attempt to (and will oppose any effort by any other party to) impair, reduce, cap, limit, or otherwise restrict the claims of Landlord in any such proceeding including, but not limited to, by operation of Section 502(b) of the Bankruptcy Code.

17.6.3 Lease Guarantor further agrees and acknowledges that it will not and will not attempt to (and will oppose any effort by any other party to) characterize in any bankruptcy, insolvency, dissolution or other proceeding Landlord's claims to recover any Guaranteed Obligations as claims of a lessor for damages resulting from the termination of a lease of real property.

**ARTICLE XVIII**

**DISPUTE RESOLUTION**

18.1 Generally.

18.1.1 Except for disputes specifically provided in this Agreement to be referred to Expert Resolution, all claims, demands, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with, or related to, this Agreement, whether legal or equitable, known or unknown, contingent or otherwise shall be resolved in the United States District Court for the Southern District of New York and any appellate courts thereto, or if federal jurisdiction is lacking, then in

the state courts of New York State located in New York County. The Parties agree that service of process for purposes of any such litigation or legal proceeding need not be personally served or served within the State of New York, but may be served with the same effect as if the Party in question were served within the State of New York, by giving notice containing such service to the intended recipient (with copies to counsel) in the manner provided in Section 20.5. This provision shall survive and be binding upon the Parties after this Agreement is no longer in effect.

18.1.2 If any dispute between or among any of the Parties or any of their respective Affiliates is pending in any state or federal court located in the State of New York with respect to this Agreement, and any subsequent dispute arises between or among one or more Parties or any of their respective Affiliates which is not required by this Agreement to be referred to Expert Resolution and is pending in any other state or federal court, the Parties shall (to the extent permissible under applicable rules) jointly move to consolidate such subsequent dispute in the same court (located in the State of New York) with the pending dispute, and in the event that the court declines to consolidate the disputes (or consolidation is not permissible under applicable rules), the Parties shall request that the court refer the subsequent dispute to the judge presiding over the pending dispute as a related case, it being the intent of the Parties to keep any litigation relating to this Agreement within the same court to the fullest extent possible under the law.

18.2 Expert Resolution. With respect to any dispute expressly provided herein to be submitted to an Expert pursuant to this Agreement, any Party that is party to such dispute may require that the dispute be submitted to final and binding arbitration (without appeal or review) in New York, New York (“**Expert Resolution**”), administered by an independent arbitration tribunal consisting of three (3) arbitrators, one of which is appointed by each Party and the third arbitrator shall be selected by the other two arbitrators (collectively, the “**Expert**”). Such Expert Resolution shall be conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Expert shall be a person having not less than ten (10) years’ experience in the area of expertise on which the dispute is based and having no conflict of interest with either Party. With respect to any dispute to be submitted to an Expert pursuant to this Agreement, the use of the Expert shall be the exclusive remedy of the Parties, and neither Party shall attempt to adjudicate such dispute in any other forum. The decision of the Expert shall be final and binding on the applicable Parties involved in such dispute and such Expert Resolution proceeding and shall not be capable of challenge, whether by Expert Resolution, arbitration, in court or otherwise.

18.2.1 Related Disputes.

18.2.1.1 Any two (2) or more disputes which are required to be submitted to an Expert under this Agreement shall be considered related for purposes of this section if they involve the same or substantially similar issues of law or fact. In the event any Party to a dispute (the “**Subsequent Related Dispute**”) designates it as being related to a prior or pending dispute (the “**Prior Related Dispute**”), the Subsequent

Related Dispute shall be referred for resolution to the Expert to whom the Prior Related Dispute was referred (the “**Initial Expert**”). If a Party objects to the designation of a Subsequent Related Dispute as being related to a Prior Related Dispute, the objection shall be resolved by the Initial Expert. If the Initial Expert concludes that the disputes are related, the Subsequent Related Dispute shall be resolved by the Initial Expert in accordance with this Section 18.2, and to the extent practical, issues in the Subsequent Related Dispute that are the same or substantially similar as in the Prior Related Dispute, shall be resolved in a manner consistent with the resolution of such issues in the Prior Related Dispute. If the Initial Expert concludes that the Subsequent Related Dispute is not related to the Prior Related Dispute, the Subsequent Related Dispute shall be referred to an Expert selected in accordance with the introductory paragraph of this Section 18.2.

18.2.1.2 Notwithstanding anything to the contrary contained in this Agreement, if a claim is asserted involving an alleged Event of Default under this Agreement (a “**Default Claim**”), any and all issues, whether legal, factual or otherwise, relating to such Default Claim shall be resolved exclusively by a state or federal court located in the State of New York in accordance with the provisions hereof regardless of whether any of such issues would otherwise be required to be referred to an Expert for resolution under a provision of this Agreement; *provided that*, subject to Section 18.2.3, any decision by an Expert made in accordance with this Agreement which was rendered prior to the assertion of a Default Claim and which relates to such Default Claim shall be considered final and binding in any court proceeding involving such Default Claim, it being the intent and understanding of the Parties that, except for specific issues that were determined by an Expert before a Default Claim is asserted, all issues relating to such Default Claim shall be resolved exclusively by the court in the action or proceeding involving the Default Claim.

18.2.2 Restrictions on Expert. THE EXPERT SHALL HAVE NO AUTHORITY TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT, INCLUDING SECTION 18.7.5, AND SHALL BE BOUND BY APPLICABLE LAW. ALL PROCEEDINGS, AWARDS AND DECISIONS UNDER ANY EXPERT RESOLUTION PROCEEDING SHALL BE STRICTLY PRIVATE AND CONFIDENTIAL, EXCEPT AS MAY BE NECESSARY TO ENFORCE THE SAME.

18.2.3 Landlord and Expert Resolution. For the avoidance of doubt and without limiting Section 2.5 in any manner, and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that (i) any determination made by an Expert under this Agreement that does not involve any rights or obligations of Landlord hereunder shall not be binding on Landlord, (ii) any determination made by an Expert under this Agreement that involves any rights or obligations of Landlord hereunder shall not be binding on Landlord unless Landlord was provided with the similar opportunity to participate therein as the other parties thereto, (iii) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease does not subject such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such dispute shall not be required to be submitted to Expert Resolution and (iv) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease subjects such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such arbitration shall be conducted in accordance with the applicable provisions in the Lease.

18.3 Time Limit. With respect to any dispute required hereunder to be submitted to Expert Resolution, such Expert Resolution of a dispute must be commenced within twelve (12) months from the date on which a Party first gave written notice to the other applicable Party of the existence of the dispute, and any Party who fails to commence litigation or Expert Resolution within such twelve (12) month period shall be deemed to have waived any of its affirmative rights and claims in connection with the dispute and shall be barred from asserting such rights and claims at any time thereafter except as a defense to any related or similar claims subsequently raised by the other party. An Expert Resolution shall be deemed commenced by a Party when the Party sends a notice to the other Party and to the American Arbitration Association, identifying the dispute and requesting Expert Resolution. Litigation shall be deemed commenced by a Party when the Party serves a complaint (or, as the case may be, a counterclaim) on the other Party with respect to the dispute. For the avoidance of doubt, the foregoing shall not be construed to require the commencement within any particular period of time of any litigation involving disputes that are not required hereunder to be submitted to Expert Resolution.

18.4 Prevailing Party's Expenses. The prevailing Party in any Expert Resolution, litigation or other legal action or proceeding arising out of, in connection with or related to this Agreement shall be entitled to recover from the losing Party all reasonable fees, costs and expenses incurred by the prevailing Party in connection with such Expert Resolution, litigation or other legal action or proceeding (including any appeals and actions to enforce any Expert Resolution awards and court judgments), including reasonable fees, expenses and disbursements for attorneys, experts and other third parties engaged in connection therewith and its share of the fees and costs of the Expert. If a Party prevails on some, but not all, of its claims, such Party shall be entitled to recover an equitable amount of such fees, expenses and disbursements, as determined by the applicable Expert(s) or court. All amounts recovered by the prevailing Party under this Section 18.4 shall be separate from, and in addition to, any other amount included in any Expert Resolution award or judgment rendered in favor of such Party.

#### 18.5 WAIVERS

18.5.1 JURISDICTION AND VENUE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DEFENSES BASED ON LACK OF JURISDICTION OR INCONVENIENT VENUE OR FORUM FOR ANY LITIGATION OR OTHER LEGAL ACTION OR PROCEEDING PURSUED BY ANY OTHER PARTY IN THE JURISDICTION AND VENUE SPECIFIED IN SECTION 18.1.

18.5.2 TRIAL BY JURY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18.5.3 [RESERVED]

18.5.4 DECISIONS IN PRIOR CLAIMS. SUBJECT TO SECTION 18.2.1.2, EACH PARTY AGREES THAT IN ANY EXPERT RESOLUTION OR LITIGATION BETWEEN THE PARTIES, THE EXPERT(S) OR COURT SHALL NOT BE PRECLUDED FROM MAKING ITS OWN INDEPENDENT DETERMINATION OF THE ISSUES IN QUESTION, NOTWITHSTANDING THE SIMILARITY OF ISSUES IN ANY OTHER EXPERT RESOLUTION OR LITIGATION INVOLVING MANAGER OR ANY OF ITS AFFILIATES, AND EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO CLAIM THAT A PRIOR DISPOSITION OF THE SAME OR SIMILAR ISSUES PRECLUDES SUCH INDEPENDENT DETERMINATION.

18.5.5 PUNITIVE, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN ANY EXPERT RESOLUTION, LAWSUIT, LEGAL ACTION OR PROCEEDING BETWEEN ANY OF THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT, THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL RIGHTS TO ANY CONSEQUENTIAL, LOST PROFITS, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES (OTHER THAN, AS TO ALL SUCH FORMS OF DAMAGES, (I) STATUTORY RIGHTS; (II) ANY GUARANTEED OBLIGATIONS ARISING UNDER THE LEASE AND/OR (III) A CLAIM FOR RECOVERY OF ANY SUCH DAMAGES THAT THE CLAIMING PARTY IS REQUIRED BY A COURT OF COMPETENT JURISDICTION OR THE EXPERT TO PAY TO A THIRD PARTY), AND ACKNOWLEDGE AND AGREE THAT THE RIGHTS AND REMEDIES IN THIS AGREEMENT, AND ALL OTHER RIGHTS AND REMEDIES AT LAW AND IN EQUITY, WILL BE ADEQUATE IN ALL CIRCUMSTANCES FOR ANY CLAIMS THE PARTIES MIGHT HAVE WITH RESPECT TO DAMAGES.

18.6 Survival and Severance. This Article XVIII shall survive the expiration or termination of this Agreement. The provisions of this Article XVIII are severable from the other provisions of this Agreement and shall survive and not be merged into any termination or expiration of this Agreement or any judgment or award entered in connection with any dispute, regardless of whether such dispute arises before or after termination or expiration of this Agreement, and regardless of whether the related Expert Resolution or litigation proceedings occur before or after termination or expiration of this Agreement. If any part of this Article XVIII is held to be unenforceable, it shall be severed and shall not affect either the duties to submit any dispute to Expert Resolution or any other part of this Article XVIII.

18.7 ACKNOWLEDGEMENTS.

TENANT AND MANAGER EACH ACKNOWLEDGE AND CONFIRM TO THE OTHER THAT:

18.7.1 INFORMED INVESTOR. THE ACKNOWLEDGING PARTY HAS HAD THE BENEFIT OF LEGAL COUNSEL AND ALL OTHER ADVISORS DEEMED NECESSARY OR ADVISABLE TO ASSIST IT IN THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND THE OTHER PARTY'S ATTORNEYS HAVE NOT REPRESENTED THE ACKNOWLEDGING PARTY, OR PROVIDED ANY LEGAL COUNSEL OR OTHER ADVICE TO THE ACKNOWLEDGING PARTY, WITH RESPECT TO THIS AGREEMENT.

18.7.2 BUSINESS RISKS. THE ACKNOWLEDGING PARTY (A) IS A SOPHISTICATED PERSON, WITH SUBSTANTIAL EXPERIENCE IN THE OWNERSHIP AND OPERATION OF COMMERCIAL DEVELOPMENT PROJECTS; (B) RECOGNIZES THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT INVOLVE SUBSTANTIAL BUSINESS RISKS; AND (C) HAS MADE AN INDEPENDENT INVESTIGATION OF ALL ASPECTS OF THIS AGREEMENT SUCH PARTY DEEMS NECESSARY OR ADVISABLE.

18.7.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES. NO PARTY HAS MADE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER TO ANY OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND NO PERSON IS AUTHORIZED TO MAKE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES ON BEHALF OF A PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

18.7.4 NO RELIANCE. NO PARTY HAS RELIED UPON ANY STATEMENTS OR PROJECTIONS OF REVENUE, SALES, EXPENSES, INCOME, GAMING WIN, RATES, AVERAGE DAILY RATE, CONTRIBUTION, PROFITABILITY, VALUE OF THE MANAGED FACILITY OR SIMILAR INFORMATION PROVIDED BY ANY OTHER PARTY BUT HAS INDEPENDENTLY CONFIRMED THE ACCURACY AND RELIABILITY OF ANY SUCH INFORMATION AND IS SATISFIED WITH THE RESULTS OF SUCH INDEPENDENT CONFIRMATION.

18.7.5 LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE EXPRESS TERMS OF THIS AGREEMENT, (A) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL AND (B) ANY LIABILITY OF THE PARTIES FOR MONETARY DAMAGES OR MONETARY RELIEF SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND

DISCLAIM ANY POWER OR RIGHT SUCH PARTY MAY HAVE TO CLAIM ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY BREACH OF FIDUCIARY DUTIES.

18.8 IRREVOCABILITY OF CONTRACT. IN ORDER TO REALIZE THE FULL BENEFITS CONTEMPLATED BY THE PARTIES, THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE NON-TERMINABLE, EXCEPT FOR THE SPECIFIC TERMINATION PROVISIONS SET FORTH IN THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ALL RIGHTS TO TERMINATE THIS AGREEMENT AT LAW OR IN EQUITY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

18.9 Survival. The provisions of this Article XVIII shall survive the expiration or termination of this Agreement.

## ARTICLE XIX

### GAMING LAW PROVISIONS

#### 19.1 Regulatory Matters; Initial Suitability Review.

19.1.1 Manager's Regulatory Environment. Tenant acknowledges that Manager, CEC, Landlord and their respective Affiliates (a) conduct business in an industry that is subject to and exists because of privileged licenses issued by Governmental Authorities in multiple jurisdictions, (b) are subject to extensive Gaming regulation and oversight, and are required to adhere to strict laws and regulations regarding vendor and other business relationships, and (c) have adopted strict internal controls and compliance policies governing their own activities and those of certain parties with whom they do business.

19.1.2 Suitability Investigations. As an initial matter, Tenant acknowledges and agrees that Manager, CEC and their respective Affiliates must perform a background check, suitability review and such other due diligence with respect to the Subject Group, but excluding Manager and its Affiliates and those individuals associated with Tenant previously subject to CEC's suitability review, as required under applicable Gaming Regulations and/or the corporate policies of Manager, CEC and their respective Affiliates. Accordingly, Tenant hereby (a) acknowledges and understands that Manager, CEC and their respective Affiliates must perform such investigations and inquiries with respect to the Subject Group regarding the financial and credit condition, the existence and status of any litigation, criminal proceedings and convictions, character and personal qualifications of any such Person, (b) agrees to promptly provide the information regarding the Subject Group required by the "Caesars Entertainment Corporation and its Related Affiliates Business Information Form (Revised November 1, 2016)" and such

other information as is reasonably requested by Manager, CEC or their respective Affiliates for such purposes, and (c) agrees to cooperate with Manager, CEC and their respective Affiliates in the completion of its due diligence and Gaming suitability and background checks of the Subject Group. Manager acknowledges receipt and completion of such investigation and inquiries on the persons or entities within the Subject Group as of the date of this Agreement.

19.2 Licensing Event. If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Parties, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event.

19.3 Unlawful Payments. No Party, and no Person for or on behalf of such Party, shall make, and each Party acknowledges that no other Party will make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. No Party, and no Person for or on behalf of such Party, shall, and each Party acknowledges that no other Party will, make any illegal offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving of anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office; or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of (i) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions; or (ii) inducing such official party or official thereof, or candidate to use his or its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. Each Party represents and warrants to the other Party that no government official and no candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of such Party or the Managed Facility (other than with respect to any direct or indirect owner of or investor in a Person (x) the stock of which is traded on a publicly traded exchange or (y) that has a class of securities registered with the Securities Exchange Commission). For purposes of this Section 19.3, CLC shall be a "Party".



## ARTICLE XX

### GENERAL PROVISIONS

20.1 Governing Law. This Agreement shall be construed under the internal laws of the State of New York, without regard to any conflict of law principles.

20.2 Construction of this Agreement. The Parties and CLC (which shall be deemed a “Party” for purposes of this Section 20.2) intend that the following principles (and no others not consistent with them) be applied in construing and interpreting this Agreement:

20.2.1 Presumption Against a Party. The terms and provisions of this Agreement shall not be construed against or in favor of a Party hereto merely because such Party is Manager hereunder or such Party or its counsel is the drafter of this Agreement.

20.2.2 Certain Words and Phrases. All words in this Agreement shall be deemed to include any number or gender as the context or sense of this Agreement requires. The words “will,” “shall,” and “must” in this Agreement indicate a mandatory obligation. The use of the words “include,” “includes,” and “including” followed by one (1) or more examples is intended to be illustrative and is not a limitation on the scope of the description or term for which the examples are provided. All dollar amounts set forth in this Agreement are stated in U.S. dollars, unless otherwise specified. The words “day” and “days” refer to calendar days unless otherwise stated. The words “month” and “months” refer to calendar months unless otherwise stated. The words “hereof”, “hereto” and “herein” refer to this Agreement, and are not limited to the article, section, paragraph or clause in which such words are used. If the Operating Year is a fiscal year other than a calendar year, all references in this Agreement to January 1 shall mean the first day of such fiscal year.

20.2.3 Headings. The table of contents, headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All references to any article, section or exhibit in this Agreement are to articles, sections or exhibits of this Agreement, unless otherwise noted.

20.2.4 Approvals. Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, that Party has a duty to act reasonably and timely in rendering a decision on the matter.

20.2.5 Entire Agreement. This Agreement (including the attached Exhibits), together with the Lease and the other applicable Lease/MLSA Related Agreements, constitutes the entire agreement between the Parties with respect to the subject matter contemplated herein and supersedes all prior agreements and understandings, written or oral. No undertaking, promise, duty, obligation, covenant,

term, condition, representation, warranty, certification or guaranty shall be deemed to have been given or be implied from anything said or written in negotiations between the Parties prior to the execution of this Agreement, except as expressly set forth in this Agreement. No Party shall have any remedy in respect of any untrue statement made by any other Party on which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently), except to the extent that such statement is expressly set forth in this Agreement.

20.2.6 Third-Party Beneficiary. Except as set forth in Section 12.3, no third-party that is not a Party hereunder shall be a beneficiary of Tenant's or Manager's rights or benefits under this Agreement; *provided* that Services Co and its Affiliates shall be an express beneficiary of this Agreement to the extent related to the Managed Facilities IP or to other Intellectual Property rights or confidential information owned by Services Co, and any other provision of this Agreement that specifically identifies Services Co. Lease Guarantor acknowledges and agrees that Landlord's Lender and its successors and/or assigns shall constitute an express and intended third-party beneficiary of the Lease Guaranty and shall be entitled to rely upon and directly enforce the provisions of the Lease Guaranty; *provided, however*, that Lease Guarantor shall not be required to make duplicative payments in respect of the same Guaranteed Obligations.

20.2.7 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by Applicable Law, and a Party's exercise of any one or more remedies for any default shall not preclude the Party from exercising any other remedies at any other time for the same default.

20.2.8 Amendments. Neither this Agreement nor any of its terms or provisions may be amended, modified, changed, waived or discharged, except (and subject to the final sentence of this Section 20.2.8): (a) for the avoidance of doubt, for Manager's right to make changes to the Total Rewards Program and Centralized Services as and to the extent expressly permitted under this Agreement, (b) as between Manager and Tenant, as set forth in Sections 5.1.7, 5.12 and 10.4 and (c) by an instrument in writing signed by each Party hereto. Notwithstanding the foregoing or anything otherwise contained in this Agreement, for as long as the indebtedness secured by the Existing Landlord's Lender remains outstanding (or for so long as any Landlord Financing Documents prohibit modification of this Agreement absent the applicable Landlord's Lender's consent), no modification of any nature of this Agreement pursuant to this Section 20.2.8 (in the case of any Landlord's Lender other than the Existing Landlord's Lender, to the extent such modification requires such Landlord's Lender's consent under such Landlord Financing Documents) shall be permitted absent Landlord's express written consent, and any purported modification as to which Landlord shall not have consented expressly in writing shall be void *ab initio*.

20.2.9 Survival. The expiration or termination of this Agreement does not terminate or affect Tenant's, Manager's, Lease Guarantor's or Landlord's covenants and obligations that expressly survive the expiration or termination of this Agreement. This Section 20.2.9 shall survive the expiration or termination of this Agreement.

### 20.3 Limitation on Liabilities.

20.3.1 Projections in Annual Budget. Tenant acknowledges that: (a) all budgets and financial projections prepared by Manager or its Affiliates prior to the date of this Agreement or under this Agreement, including the Annual Budget, are intended to assist in Operating the Managed Facility, but are not to be relied on by Tenant or any third-party as to the accuracy of the information or the results predicted therein; and (b) Manager does not guarantee the accuracy of the information nor the results in such budgets and projections. Accordingly (except as may be provided in any agreement with such third party to which Manager is a party), Tenant agrees that (i) neither Manager nor its Affiliates shall be liable to Tenant or any third-party for divergence between such budgets and projections and actual operating results achieved except as otherwise provided in this Agreement, including limits on incurring expenses; (ii) the failure of the Managed Facility to achieve any Annual Budget for any Operating Year shall not constitute a default by Manager or give Tenant the right to terminate this Agreement; and (iii) if Tenant provides any such budgets or projections to a third-party, Tenant shall advise such third-party in writing of the substance of the disclaimer of liability set forth in this Section 20.3.1 (*provided* that Tenant's failure to do so shall not be a breach or default hereunder, although such failure by Tenant shall not expand Manager's liability hereunder). Manager represents that it shall prepare all budgets and financial projections and operating plans prepared by Manager under this Agreement in good faith based upon Manager's experience and knowledge.

20.3.2 Approvals and Recommendations. Each Party acknowledges that in granting any consents, approvals or authorizations under this Agreement, and in providing any advice, assistance, recommendation or direction under this Agreement, neither such Party nor any Affiliates guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (a) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (b) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); *provided, however*, that each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

20.3.3 Technical Advice. Tenant acknowledges that any review, advice, assistance, recommendation or direction provided by Manager with respect to the design, construction, equipping, furnishing, decoration, alteration, improvement, renovation or refurbishing of the Managed Facility (a) is intended solely to assist Tenant in the development, construction, maintenance, repair and upgrading of the Managed Facility and Tenant's compliance with its obligations under this Agreement; and (b) does not constitute any representation, warranty or guaranty of any kind whatsoever that (i) there are no errors in the plans and specification, (ii) there are no defects in the design of construction of the Managed Facility or installation of any building systems or FF&E therein or (iii) the plans, specifications, construction and installation work will comply

with all Applicable Laws (including laws or regulations governing public accommodations for Individuals with disabilities). Accordingly, Tenant agrees that neither Manager nor its Affiliates shall have any liability whatsoever to Tenant or any third-party for any (A) errors in the plans and specifications; (B) defects in the design of construction of the Managed Facility or installation of any building systems or FF&E therein; or (C) noncompliance with any engineering and structural design standards or Applicable Laws.

20.4 Waivers. Except as set forth in Section 18.3 of this Agreement, no failure or delay by a Party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any default shall alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

20.5 Notices. All notices, consents, determinations, requests, approvals, demands, reports, objections, directions and other communications required or permitted to be given under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) overnight DHL, FedEx, UPS or other similar courier service; or (c) confirmed facsimile transmission (*provided* that a copy of such facsimile transmission together with confirmation of such facsimile transmission is delivered to the addressee in the manner provided in clause (a) or (b) above by no later than the second (2nd) Business Day following such transmission, addressed to the Parties at the addresses specified below, or at such other address as the Party to whom the notice is sent has designated in accordance with this Section 20.5), and shall be deemed to have been received by the Party to whom such notice or other communication is sent upon (i) delivery to the address (or facsimile number) of the recipient Party; *provided* that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day; or (ii) the attempted delivery of such Notice if such recipient Party refuses delivery, or such recipient Party is no longer at such address (or facsimile number), and failed to provide the sending Party with its current address pursuant to this Section 20.5 (unless the sending Party had actual knowledge of such current address). Notwithstanding the foregoing, any notice or other communication delivered to a Party by email that is actually received by such Party (and for which such Party has sent an acknowledgement of receipt by return email that was not automatically generated) shall be deemed to have been sufficiently given for purposes of this Agreement and shall be deemed to have been received at the time described in clause (i) above, as if such notice had been delivered by one of the methods described in clauses (a) through (c) above. Notwithstanding anything to the contrary contained in this Agreement, if any documents or materials delivered under this Agreement are delivered by email (with confirmation of receipt from the intended recipient that was not automatically generated), no additional copies of such documents or materials shall be required to be delivered.

TENANT:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

MANAGER:

Non-CPLV Manager, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

LANDLORD:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Facsimile: [corplaw@viciproperties.com](mailto:corplaw@viciproperties.com)

LEASE GUARANTOR:

Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

20.6 No Indirect Actions. Unless otherwise expressly stated, if a Party may not take an action under this Agreement, then it may not take that action indirectly, or assist or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the Party but is intended to have substantially the same effects as the prohibited action.

20.7 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded against the Leased Property (including any portion thereof), and Tenant is hereby granted a power of attorney (which power is coupled with an interest and shall be irrevocable) to execute and record on behalf of Manager a notice or memorandum removing this Agreement or such memorandum of this Agreement from the public records or evidencing the termination hereof (as the case may be).

20.8 Further Assurances. The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

## 20.9 Relationship of Certain Parties.

20.9.1 Tenant and Manager acknowledge and agree that (a) the relationship between Tenant and Manager shall be that of principal (in the case of Tenant) and agent (in the case of Manager), which relationship may not be terminated by Tenant except in strict accord with the termination provisions of this Agreement; (b) Manager shall have the authority to bind Tenant with respect to third Persons to the extent Manager is performing its obligations under and consistent with this Agreement; (c) Manager's agency established with Tenant is, and is intended to be, an agency coupled with an interest; and (d) this Agreement does not create joint venturers, partners or joint tenants with respect to the Managed Facility. Tenant and Manager further acknowledge and agree that in Operating the Managed Facility, including entering into leases and contracts, accepting reservations, and conducting financial transactions for the Managed Facility, (i) Manager assumes no independent contractual liability; and (ii) Manager shall have no obligation to extend its own credit with respect to any obligation incurred in Operating the Managed Facility or performing its obligation under this Agreement.

20.9.2 Each of the Parties agrees that nothing in this Agreement shall be construed as creating a partnership, joint venture, joint tenancy or similar relationship between any of the Parties.

20.10 Force Majeure. Subject to the last sentence of this Section 20.10, in the event of a Force Majeure Event, the obligations of the Parties and the time period for the performance of such obligations (other than an obligation to pay any amount hereunder) shall be extended for each day that such Party is prevented, hindered or delayed in such performance during the period of such Force Majeure Event, except as expressly provided otherwise in this Agreement. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt notice of such Force Majeure Event to the other Party. If Manager is unable to perform its obligations under this Agreement due to a Force Majeure Event, or Manager reasonably deems it necessary to close and cease the Operation of all or a portion of the Managed Facility due to a Force Majeure Event in order to protect the Managed Facility or the health, safety or welfare of its guests or Managed Facility Personnel, then, subject to the provisions, terms and conditions of the Lease, Manager may close or cease Operation of all or a portion of the Managed Facility for such time and in such manner as Manager reasonably deems necessary as a result of such Force Majeure Event, and reopen or recommence the Operation of the Managed Facility when Manager again is able to perform its obligations under this Agreement, and determines that there is no unreasonable risk to the Managed Facility or health, safety or welfare or its guests or Managed Facility Personnel. Notwithstanding the foregoing, for the avoidance of doubt, neither the occurrence of a Force Majeure Event nor the taking of any action by Manager in accordance with this Section 20.10 shall (i) result in the termination or derogation of Lease Guarantor's obligations in accordance with the terms of this Agreement in any respect, or (ii) without limiting Section 2.5 in any manner, be deemed to vitiate, limit or supersede any of the provisions, terms or conditions of the Lease.

20.11 Terms of Other Management Agreements. Manager makes no representation or warranty that any past or future forms of its management agreement do or will contain terms substantially similar to those contained in this Agreement. In addition, Tenant acknowledges and agrees that Manager may, due to local business conditions or otherwise, waive or modify any comparable terms of other management agreements heretofore or hereafter entered into by Manager or its Affiliates; *provided, however*, for the avoidance of doubt, that nothing contained in this Section 20.11 shall be deemed to vitiate, limit or supersede Manager's obligation to manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.

20.12 Compliance with Law. Tenant and Manager shall each exercise their respective rights, perform their respective obligations and take all other actions required or permitted to be taken by each of them hereunder in compliance with all Applicable Laws.

20.13 Insurance Programs and Purchasing Arrangements Generally. The Parties hereby agree that Manager and its Affiliates shall administer, implement and make available to Tenant and the Managed Facility, the Insurance Programs and any multi-party purchasing programs and arrangements contemplated hereunder on commercially reasonable terms and on a Non-Discriminatory basis and in such a manner that, in each case, there shall be no (i) mark-up, margin or other premium charged or otherwise passed through to Tenant in connection therewith (except as may be payable to a third party), and (ii) duplication of any reimbursable expense otherwise payable by Tenant to Manager or its Affiliates.

20.14 Execution of Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

20.15 Lease. Without limiting Manager's rights set forth in this Agreement, Tenant shall, (a) not terminate the Lease, (b) comply in all respects with its base rent payments, variable rent payments and all other payment obligations set forth in the Lease, (c) otherwise comply in all material respects with the terms and conditions of the Lease and (d) not suffer an Assignment of Tenant's interest in the Lease except pursuant to an Assignment permitted under the Lease that, except in the case of a Leasehold Foreclosure with MLSA Termination, is entered into concurrently with an Assignment of Tenant's interest in this Agreement that is otherwise permitted by this Agreement and which includes the Managed Facility. Tenant shall provide prompt written notice to Manager and Lease Guarantor of the receipt of any written notice from Landlord (or any Landlord's Lender) delivered pursuant to the Lease, including any notice of breach under the Lease or any termination notice delivered under the Lease, in each case, including a copy of the relevant notice. Notwithstanding anything to the contrary herein, this Section 20.15 is only for the benefit of Manager (and not Landlord).

20.16 Omnibus Agreement; Services Co LLC Agreement. The Parties agree that any amendment, restatement, supplement or other modification of the Omnibus Agreement or of the Services Co LLC Agreement made from or after the Commencement Date that is (i) by its own terms, not Non-Discriminatory as to the Managed Facility, (ii) reasonably likely to result in a level of service or quality of Operation of the Managed Facility that does not meet the Operating Standard, or (iii) reasonably likely to materially and adversely affect the Managed Facility, shall, solely with respect to Tenant and the Managed Facility, be void and of no effect, absent the express written consent of Landlord. For purposes of this Section 20.16, each of CLC and Services Co shall be a “Party”.

## ARTICLE XXI

### NON-CONSENTED LEASE TERMINATION

21.1 Non-Consented Lease Termination. The Parties agree that:

21.1.1 Notwithstanding anything contained herein to the contrary (and notwithstanding any termination of this Agreement) (and without vitiating, limiting or superseding Section 1.3 hereof in any respect), in the event the Lease is terminated prior to the Stated Expiration Date, in whole or in part, for any reason whatsoever (other than as a result of an Excluded Termination, solely to the extent that the express terms of the applicable provisions in respect of an Excluded Termination provide for the termination of the Lease in whole or in part, it being understood, for the avoidance of doubt, that if the Lease is terminated in part as a result of an Excluded Termination, any subsequent termination of the Lease prior to the Stated Expiration Date, in whole or in part, shall continue to be subject to the provisions of this Article XXI), other than expressly in writing by Landlord (including a termination of the Lease expressly in writing by Landlord due to a Tenant Lease Event of Default) or with the express written consent of Landlord (in its sole and absolute discretion), including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings (any of the foregoing, a “**Non-Consented Lease Termination**”), then, unless either (i) Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord’s Lender) shall expressly elect otherwise in writing and expressly consent (in its sole and absolute discretion) in writing to the termination of the Lease, or (ii) a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, all applicable provisions of the Lease (including Section 22.2(i)(1) through (5) thereof shall have been complied with in all respects), and, without limitation, if the provisions of Section 22.2(i)(1)(A) of the Lease have been complied with, a Replacement Guaranty is made by a Qualified Replacement Guarantor, then the following shall occur without expense or loss of economic benefit to Landlord or any creditor under any Landlord Financing:

(i) Tenant (or its successors and assigns) shall transfer all of Tenant’s assets and properties used in or related to the operation of the businesses operated on the Leased Property (including, without limitation, all Tenant’s Pledged Property (as defined in the Lease) and all rights and obligations pursuant to licenses or applicable to any Intellectual Property), subject to all prior arrangements, including, without limitation, any Intellectual Property licenses or sublicenses, to a replacement Entity identified by Lease



Guarantor that is directly or indirectly owned and Controlled by Lease Guarantor or Tenant (or its successors and assigns) and that is approved by Landlord (such approval not to be unreasonably withheld) that will assume the rights and obligations of Tenant under the Lease (such Entity, the “**Replacement Tenant**”), and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant’s Pledged Property as provided in the Replacement Lease (as defined below);

(ii) a new lease (the “**Replacement Lease**”) on terms identical to the Lease as in effect immediately prior to such termination shall be entered into by Landlord with the Replacement Tenant for the remaining term of the Lease and the Replacement Tenant will grant Landlord a first priority lien as provided in such Replacement Lease on all assets that constitute Tenant’s Pledged Property under such Replacement Lease (and Landlord will cooperate to effect such transfer, including in respect of all assets subject to a lien in favor of Landlord);

(iii) to the extent not otherwise transferred pursuant to clause (i) above or otherwise provided by Manager, CEC and Services Co shall replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, and shall take any and all other steps necessary to provide for the continued management and operation of the Managed Facility as existed immediately prior to such termination;

(iv) if Tenant (or its successors and assigns) has not transferred Tenant’s assets pursuant to Section 21.1.1(i), then, to the extent Landlord determines (in its sole and absolute discretion) to exercise its rights as a secured creditor to foreclose upon Tenant’s Pledged Property, and following any such foreclosure Landlord becomes the owner of Tenant’s Pledged Property, and the other Parties hereto have otherwise complied in all respects with this Article XXI, Landlord will, to the extent it is capable of doing so, transfer any such Tenant’s Pledged Property (or, if Landlord does not take physical possession of any such Tenant’s Pledged Property, Landlord will assign any rights obtained by Landlord in any such Tenant’s Pledged Property) to the Replacement Tenant and, to the extent Landlord is not capable of doing so, Landlord shall transfer any products or proceeds actually received by Landlord or any of its Affiliates in respect of such Tenant’s Pledged Property to the Replacement Tenant, in each case, for use in connection with the operation of the Leased Property, and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant’s Pledged Property as provided in the Replacement Lease; *provided* that Landlord’s rights and remedies as a secured creditor may be exercised in the sole and absolute discretion of Landlord, and Landlord shall have no obligation to any Party to exercise such rights and remedies in any respect.

21.1.2 Upon such occurrence of the foregoing clauses 21.1.1(i), (ii), (iii) and (iv) (collectively, the “**Replacement Structure**”), (x) Lease Guarantor, Manager, Replacement Tenant and Landlord shall enter into a new management and lease support agreement on terms identical to this Agreement as in effect immediately prior to such termination (and Lease Guarantor, Manager and their respective applicable Affiliates

shall enter into any necessary associated sub-management, licensing and other applicable arrangements) (collectively, the “**Replacement MLSA**”), it being understood that Replacement Tenant shall be the “Tenant” under the Replacement MLSA for all purposes, (y) the management rights and obligations of Manager and guaranty obligations and liabilities of Lease Guarantor shall continue under such Replacement MLSA with respect to such Replacement Lease on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising under this Agreement prior to effectuation of the Replacement Structure and such Replacement MLSA on the terms contemplated herein) and (z) upon the effectuation of the Replacement Structure and the execution and effectiveness of such Replacement MLSA, the termination of this Agreement under Section 16.2 (without a Termination for Cause) and the Guarantee Release Date under this Agreement shall each be deemed to have occurred.

21.2 Termination of MLSA or other Lease/MLSA Related Agreements. Notwithstanding anything in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without vitiating, limiting or superseding any of Section 1.3, Section 17.3.5.6, Section 17.4.5 or Section 21.1 hereof in any respect), in the event this Agreement or any of the other Lease/MLSA Related Agreements (other than the Lease, which shall be subject to Section 21.1) (or any portion of any of them) is terminated, in whole or in part, for any reason whatsoever, including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings, other than as expressly permitted by Article XVI hereof (with respect to this Agreement) or the applicable provisions of such other Lease/MLSA Related Agreements (with respect to such agreements), other than expressly in writing by or with the express written consent of Landlord, in its sole and absolute discretion, then, unless Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord’s Lender) shall expressly elect otherwise in writing and expressly consent in writing (in its sole and absolute discretion) to the termination of this Agreement, the Parties shall, without expense or loss of economic benefit to Landlord or any creditor under any Landlord Financing, implement the Replacement Structure (or any applicable aspects thereof) described in Section 21.1 herein, as necessary to replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, including the guaranty obligations and liabilities of Lease Guarantor on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination of this Agreement or any such other Lease/MLSA Related Agreement, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising prior to the effectuation of the Replacement Structure, or any applicable aspects thereof, and such Replacement MLSA, as and to the extent set forth in Article XVII).

21.3 Replacement Structure Fails to Occur. If (a) the Replacement Structure is required to be implemented pursuant to Section 21.1 or Section 21.2, (b) Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord’s Lender) has not expressly elected in writing (in its sole and absolute

discretion) that the Replacement Structure shall not occur and (c) the Replacement Structure does not occur (other than as a direct and proximate result of Landlord's or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender's acts or failure to act in accordance with this Article XXI), then Lease Guarantor's Lease Guaranty shall not terminate or be released or reduced in any respect, and shall continue unabated, in full force and effect in accordance with the terms of this Agreement, notwithstanding any termination of this Agreement as a result of the Non-Consented Lease Termination. If Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender) elects in writing (in its sole and absolute discretion) that the Replacement Structure shall not occur, or if the Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with this Article XXI, then Landlord and the creditors under each Landlord Financing shall be deemed to have expressly consented to the termination of the Lease and/or this Agreement in writing (and the Guarantee Release Date under this Agreement shall be deemed to have occurred in accordance with Section 17.3.5); *provided* that, notwithstanding any other provision herein, but subject to Section 21.1.1(iv), Landlord's election to pursue or its pursuit of any right or remedy, or its failure to pursue any right or remedy (in whole or in part), in respect of its interests in Tenant's Pledged Property, shall in no event provide a direct or proximate cause of the Replacement Structure to not occur.

21.4 Enforcement. Without limitation of any other rights and remedies of any Party under this Agreement, the Parties agree that (i) Landlord shall have the right of specific performance to compel Lease Guarantor or its Affiliates, as applicable, to comply with this Article XXI, (ii) Lease Guarantor, Manager and Landlord shall have the right of specific performance to compel Tenant (or its successors and assigns) to comply with this Article XXI, and (iii) if Tenant (or its successors and assigns) does not cooperate with the foregoing, Lease Guarantor and Manager shall have the right to take such steps as they determine to be necessary to effect the Replacement Structure or as they shall determine to be comparable to such actions, including determining the ownership and identity of the Replacement Tenant (and including such other actions as may be necessary in order to implement Section 21.2 hereof, as applicable), without regard to the interests of Tenant or its successors and assigns.

21.5 Survival. This Article XXI shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**CPLV PROPERTY OWNER LLC,**  
a Delaware limited liability company

By: /s/ John Payne

Name: John Payne

Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – CPLV]*

**DESERT PALACE LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**CAESARS ENTERTAINMENT OPERATING COMPANY, INC.,**  
a Delaware corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – CPLV]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**CEOC, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

*[Signature Page to Management and Lease Support Agreement – CPLV]*

**CPLV MANAGER, LLC,**  
a Delaware limited liability company

By: Caesars Entertainment Corporation  
*its sole member*

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer

*[Signature Page to Management and Lease Support Agreement – CPLV]*

CAESARS ENTERTAINMENT CORPORATION,  
a Delaware corporation

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

*[Signature Page to Management and Lease Support Agreement – CPLV]*



Solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16

**CAESARS LICENSE COMPANY, LLC,**  
a Nevada limited liability company

By: Caesars Entertainment Operating Company, Inc.,  
*its sole member*

By: /s/ Randall Eisenberg

\_\_\_\_\_  
Name: Randall Eisenberg

Title: Chief Restructuring Officer

*[Signature Page to Management and Lease Support Agreement – CPLV]*

Solely for purposes of Section 20.16 and Article XXI

**CAESARS ENTERPRISE SERVICES, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer

*[Signature Page to Management and Lease Support Agreement – CPLV]*

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**EXHIBIT A**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**MANAGED FACILITY**

1. Caesars Palace Las Vegas (including leasehold interest in Octavius Tower), Las Vegas, Nevada.

**EXHIBIT B**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**DEFINITIONS**

“**Affiliate**” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with the first Person; *provided that*, (i) with respect to Manager, “Affiliate” shall include CEC and its direct and indirect Controlled Subsidiaries (if Manager is a direct or indirect Controlled Subsidiary of CEC) but shall not include any shareholder or director of CEC or of CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, as applicable, CEC and its direct or indirect Controlled Subsidiaries); (ii) with respect to CEC, “Affiliate” shall include its direct and indirect Controlled Subsidiaries but shall not include any shareholder or director of CEC or any Affiliate of any such shareholder or director of CEC (other than CEC and its direct or indirect Controlled Subsidiaries) and (iii) with respect to Tenant, “Affiliate” shall include its direct and indirect Controlled Subsidiaries and, if Tenant is a Controlled Subsidiary of CEC, CEC and its direct and indirect Controlled Subsidiaries, but shall not include any shareholder or director of CEC or CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, if applicable, CEC and its direct or indirect Controlled Subsidiaries). Notwithstanding the foregoing, (a) each Sponsor shall be considered an Affiliate of Lease Guarantor for so long as such Sponsor, (x) owns five percent (5%) or more of the equity interests of Lease Guarantor (either directly or through Equity Equivalents and whether or not voting) or (y) individually or jointly with the other Sponsor, designates one or more directors to the Board of Directors of Lease Guarantor, at all times, (b) any Person in which any other Person, or other Persons acting together as a group (within the meaning of the Exchange Act), individually or taken together, owns directly or indirectly, twenty five percent (25%) or more of the equity interests of such Person (either directly or through Equity Equivalents and whether or not voting) shall be deemed to be controlled by such other Person or Persons acting together as a group; *provided that*, with respect to any shareholder or group of shareholders of Lease Guarantor other than a Sponsor or an Affiliate of a Sponsor, such shareholders shall not be considered to control Lease Guarantor for purposes of this clause (b) solely by reason of such percentage ownership unless (i) such Person or group files a Schedule 13D disclosing its ownership and, if applicable, status as a group and (ii) the Sponsors do not own more of the outstanding voting interests of the equity of Lease Guarantor than such Person or group and (c) any portfolio company of a Sponsor that satisfies the criteria of an “Affiliate” set forth in this definition will be considered an Affiliate so long as the Sponsor is an Affiliate. For purposes of this Agreement, none of Tenant and its Controlled Subsidiaries, Manager and its Controlled Subsidiaries and CEC and its Controlled Subsidiaries shall be considered Affiliates of Landlord.

“**Agreement**” means this Management Lease and Support Agreement (CPLV) among Tenant, Manager, Lease Guarantor, Landlord and CLC, including all Exhibits thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Amenities Manager**” shall have the meaning set forth in Section 5.11.

“**Annual Budget**” shall have the meaning set forth in Section 5.1.2.

“**Applicable Law**” means all (a) statutes, laws, rules, regulations, ordinances, codes or other legal requirements of any federal, state or local Governmental Authority, board of fire underwriters and similar quasi-Governmental Authority, including any legal requirements under any Approvals, including Gaming Regulations, in each case, applicable to the Managed Facility, and (b) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority, in effect at the time in question and in each case to the extent the Managed Facility or Person in question is subject to the same. Without limiting the generality of the foregoing, references to Applicable Law shall include any of the matters described in clause (a) or (b) above relating to employees, protection of personal information, zoning, building, health, safety and environmental matters and accessibility of public facilities.

“**Approvals**” means all licenses, permits, approvals, certificates and other authorizations granted or issued by any Governmental Authority for the matter or item in question.

“**Approved Counsel**” means (a) at any time Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, any counsel selected by Manager, (b) any counsel either mutually agreed upon by Tenant and Manager or (c) counsel set forth on a list of “Approved Counsel” containing counsel by practice specialty that are mutually agreeable to Tenant and Manager, as such list may be updated by Tenant and Manager from time to time.

“**Approved Fairness Opinion Firm**” means any of the following:

- (a) Citibank;
- (b) Credit Suisse;
- (c) Deutsche Bank;
- (d) Bank of America Merrill Lynch;
- (e) JPMorgan;
- (f) Goldman Sachs;
- (g) Morgan Stanley;
- (h) Barclays;
- (i) Houlihan Lokey;

- (j) Moelis;
- (k) Murray Devine;
- (l) Alix Partners;
- (m) Blackstone;
- (n) Lazard;
- (o) any Affiliate of the foregoing; and
- (p) any other accounting, appraisal or investment banking firm reasonably acceptable to Landlord.

“**Asset Sale**” means any conveyance, sale, assignment, transfer, lease or other disposition of any assets in one transaction or a series of related transactions (including any interest in any subsidiary) held directly by Lease Guarantor, excluding:

- (a) a disposition of cash or cash equivalents (it being understood that a disposition of cash or cash equivalents shall be subject to Sections 17.4.3 and 17.4.4, to the extent applicable thereto);
- (b) a disposition of obsolete or damaged property or equipment or other assets no longer used or useful in the business (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;
- (c) a disposition of any assets that are replaced with similar assets in the ordinary course of business and consistent with industry norm, which assets so disposed of in one transaction or a series of related transactions have an aggregate Fair Market Value of less than \$10,000,000;
- (d) any disposition in the ordinary course of business of assets of Lease Guarantor or issuance or sale of equity interests of any subsidiary of Lease Guarantor (in one transaction or a series of related transactions), which assets or equity interests so disposed of or issued have an aggregate Fair Market Value of less than \$10,000,000;
- (e) lease, license, easement, assignment, sublease or sublicense of any real or personal property, in each case in the ordinary course of business and consistent with industry norm;
- (f) any sale of inventory (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;

- (g) any grant (in one transaction or a series of related transactions) in the ordinary course of business and consistent with industry norm of any license of patents, trademarks, know-how or any other intellectual property;
- (h) any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of Lease Guarantor and its subsidiaries as a whole, as determined in good faith by Lease Guarantor, in each case in the ordinary course of business or consistent with past practice or industry norm;
- (i) foreclosure or any similar involuntary lien enforcement action against Lease Guarantor with respect to any property or other asset of Lease Guarantor;
- (j) any disposition (in one transaction or a series of related transactions), in the ordinary course of business and consistent with industry norm, of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;
- (k) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind, in each case in the ordinary course of business and consistent with industry norm; or
- (l) any disposition by Lease Guarantor of any assets to a Controlled Subsidiary of Lease Guarantor (*provided* that such Controlled Subsidiary shall thereafter be prohibited from further disposing of such assets except in compliance with this definition of “Asset Sale” and Section 17.4.1, as if such Controlled Subsidiary were Lease Guarantor).

“**Assignment**” means any assignment, conveyance (including, without limitation, a Foreclosure by Leasehold Lender), delegation, pledge or other transfer, in whole or in part, directly or indirectly by the applicable Party, of (a) this Agreement (or any other Lease/MLSA Related Agreement) or any direct or indirect interest therein, or (b) any rights, entitlements, remedies, duties or obligations under this Agreement or any other Lease/MLSA Related Agreement to which the applicable Party is a party, in each case whether voluntary, involuntary, by operation of Applicable Law or otherwise (including as a result of any divorce, Change of Control, bankruptcy, insolvency or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession). A Substantial Transfer by any one of CEC, Manager, Tenant or Lease Guarantor shall, in each case, be deemed an Assignment by such Person.

“**Assignment Documents**” shall have the meaning set forth in Section 11.1.3.2.

“**Bank Accounts**” shall have the meaning set forth in Section 5.4.1.

“**Bankruptcy Code**” means the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute.

“**Board of Directors of Lease Guarantor**” means the board of directors of Lease Guarantor, including the Independent Directors.

“**Brands**” shall mean the Trademarks listed on Exhibit F attached hereto and reputation symbolized thereby.

“**Building Capital Improvements**” means all repairs, alterations, improvements, renewals, replacements or additions of or to the structure or exterior façade of the Managed Facility, or to the mechanical, electrical, plumbing, HVAC (heating, ventilation and air conditioning), vertical transport and similar components of the Managed Facility that are capitalized under GAAP and depreciated as real property, but expressly excluding ROI Capital Improvements.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other MLSA.

“**Business Information**” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“**Business Interruption Event**” shall have the meaning set forth in Section 14.1.

“**Business Interruption Insurance**” means insurance coverage against “Business Interruption and Extra Expense” (as that phrase is used within the United States insurance industry for application to transient lodging facilities).

“**Caesars IP Holder**” means Services Co and its subsidiaries.

“**Capital Budget**” shall have the meaning set forth in Section 5.1.1.2.



portion thereof. “**Casualty**” means any fire, flood or other act of God or casualty that results in damage or destruction with respect to the Managed Facility or any

“**Cause**” shall have the meaning set forth in the definition of “Terminated for Cause.”

“**CEC**” means Caesars Entertainment Corporation, a Delaware corporation.

“**Centralized Services**” shall have the meaning set forth in Section 4.1.

“**Centralized Services Charges**” shall have the meaning set forth in Section 4.1.1.

“**CEOC**” means CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“**CERP**” means Caesars Entertainment Resort Properties, LLC, a Delaware limited liability company.

“**Certified Financial Statements**” shall have the meaning set forth in Section 10.3.

“**CES**” shall have the meaning set forth in the Preamble hereto.

“**CGPH**” means Caesars Growth Properties Holdings, LLC, a Delaware limited liability company.

“**Change of Control**” means with respect to Manager, CEC or Tenant, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such Party and its subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such Party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such Party or other Voting Stock into which such Party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such Party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of One

Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such Party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such Party), in any such event pursuant to a transaction in which any of such Party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such Party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a Party shall include any Parent Entity of such Party; (y) "**Voting Stock**" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person; and (z) "**Parent Entity**" shall mean, with respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (i) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (ii) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (iii) is the controlling general partner of, or otherwise controls, such entity. Notwithstanding the foregoing: (A) the transfer of assets between or among a Party's wholly owned subsidiaries and such Party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such Party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such Party's assets to, an Affiliate of such Party (1) incorporated or organized solely for the purpose of reincorporating such Party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such Party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture (as defined in the Lease)) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a Party if (1) such Party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such Party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such Party immediately prior to that transaction.

“**Claims**” means claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third-party (including enforcement proceedings by any Governmental Authority) against any Indemnified Party, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys’ fees and expenses and other reasonable costs for defense, settlement and appeal) that any Indemnified Party might incur, become responsible for, or pay out for any reason, related to this Agreement or the development, construction, ownership or other Operation of the Managed Facility, or otherwise.

“**CLC**” shall have the meaning set forth in the Preamble hereto.

“**Commencement Date**” means the date hereof.

“**Complimentaries**” means any goods or services provided to customers free of charge, at a discounted rate or in the form of a rebate or credit. Such goods or services may include, for example, rooms, food and beverage, spa services and retail merchandise. Complimentaries may be provided to customers pursuant to a discretionary incentive program, targeted to either past, current or potential customers and may or may not be related to the customer’s level of past play so long as the same are provided on substantially the same basis as provided at Other Managed Facilities and Other Managed Resorts, and, in all events, in a Non-Discriminatory manner. Conversely, Complimentaries may be provided to customers pursuant to a nondiscretionary incentive program, such as a loyalty program, whereby the customer has earned the Complimentaries based on the customer’s level of past play.

“**Condemnation**” shall have the meaning set forth in the Lease.

“**Consultation with Tenant**” means engaging in periodic discussions with Tenant at Tenant’s reasonable request and considering in good faith Tenant’s positions with respect to the matter discussed.

“**Content**” shall have the meaning set forth in Section 9.1.3.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “**Controls**”, “**Controlled**” and “**Controlling**” and “**under common Control with**” shall have correlative meanings to “Control”.

“**Controlled Subsidiary**” means, with respect to any Person (referred to in this definition as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or more than fifty percent (50%) of the general partnership interests or managing membership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“**Corporate Personnel**” means any personnel from the corporate or divisional offices of Manager or its Affiliates, who perform activities or services at or on behalf of the Managed Facility in connection with the services provided by Manager under this Agreement.

“**Default Claim**” shall have the meaning set forth in Section 18.2.1.2.

“**Derivative Work**” means (i) an enhancement, improvement or modification with respect to any Intellectual Property, or (ii) the meaning ascribed to it under the United States Copyright statute, 18 U.S.C. sec. 101 or equivalent provisions in other legislation (if any) applicable to the copyrighted work in question.

“**Design Guidance**” means the design guidance applicable to the Brands, regarding requirements for the design, architecture and construction of Other Managed Resorts.

“**Designated Accountant**” means an independent accounting firm designated by Manager and approved by Tenant that is an Accountant (as such term is defined in the Lease); *provided* that Tenant shall not withhold its approval of one of the “Big Four” accounting firms.

“**Entity**” means a partnership, a corporation, a limited liability company, a Governmental Authority, a trust, an unincorporated organization or any other legal entity of any kind.

“**Equity Equivalents**” means (w) all warrants and options (including any contingent purchase, convertible debt, exchangeable shares, put, or stock subject to forfeiture), whether or not presently convertible, exchangeable or exercisable, (x) other agreements to directly or indirectly purchase (regardless of whether it is contingent or otherwise not currently exercisable), subscribe for or otherwise acquire any interest in any equity or any other Equity Equivalents referred to in clause (w) or (y), whether or not presently convertible, exchangeable or exercisable, (y) any other equity interest reportable or disclosable on Schedule 13D and (z) similar equity-like interests.

“**Event of Default**” means a Tenant MLSA Event of Default, Manager Event of Default, Lease Guarantor Event of Default or M/T Event of Default, as applicable.

“**Excluded Termination**” means a termination of the Lease, in whole or in part, as applicable, in accordance with the express terms of Section 14.2 of the Lease (in connection with certain casualty events occurring during the final two (2) years of the term of the Lease) or Section 15.1 of the Lease (in connection with certain occurrences of Condemnation or Taking).

“**Existing Landlord’s Lender**” means any “Existing Fee Mortgagee” under the Lease.

“**Expert**” shall have the meaning set forth in Section 18.2.

“**Expert Resolution**” shall have the meaning set forth in Section 18.2.

“**Fair Market Value**” means, with respect to any asset or property, the price or other cash consideration which could be negotiated in an arm’s-length transaction, for cash, between willing and able participants neither of whom is under undue pressure or compulsion to complete the transaction and assuming that both are acting prudently and knowledgeably in a competitive open market, that price is not affected by undue stimulus, and neither party is paying any broker a commission in connection with the transaction.

“**FF&E**” means furniture, furnishings, fixtures, inventory, and equipment (including video lottery terminal machines and other Gaming and Gaming related equipment), interior and exterior signs, as well as other improvements and personal property used in the Operation of the Managed Facility that are not Supplies.

“**Force Majeure Event**” means any events or circumstances to the extent they (i) are not caused or fomented by Manager or its Affiliates and (ii) materially and adversely affect the operations or financial performance of the Managed Facility beyond the reasonable control of Manager, including the following: (a) Casualty or Condemnation or Taking; (b) storm, earthquake, hurricane, tornado, flood or other act of God; (c) war, act of terrorism, insurrection, rebellion, riots or other civil unrest; (d) epidemics, quarantine restrictions or other public health restrictions or advisories; (e) strikes or lockouts or other labor interruptions; (f) disruption to local, national or international transport services; (g) embargoes, lack of materials or services such as water, power or telephone transmissions necessary for the Operation of the Managed Facility in accordance with this Agreement; (h) failure of any applicable Governmental Authority to issue any Approvals, or the suspension, termination or revocation of any material Approvals, required for the Operation of the Managed Facility; *provided* that the same was not caused by an Event of Default on the part of the Party or any Affiliate of such Party claiming the occurrence of a Force Majeure Event (it being understood that for the purpose of this definition, Tenant and its Controlled Subsidiaries (for so long as Tenant is a Controlled Subsidiary of CEC) and Manager and its Controlled Subsidiaries (for so long as Manager is a wholly owned subsidiary of CEC) shall be deemed Affiliates, if otherwise satisfying the definition of Affiliate); and (i) a change in Gaming Regulations or other action by any Governmental Authority which results in the disruption, suspension or cessation of Gaming activities in the Gaming industry generally (on a local, regional, state or federal basis).

“**Foreclosure by Leasehold Lender**” means any sale, disposition, conveyance, foreclosure of a leasehold mortgage or security interest or similar transaction, assignment in lieu of foreclosure, appointment of a receiver or other transfer, in each case of any right, title or interest of Tenant in the Lease and/or the Leased

Property (or any direct or indirect Ownership Interests of Tenant) and in each case in connection with (i) an event of default under a Leasehold Financing with a Leasehold Lender (which event of default may or may not, for the avoidance of doubt, also constitute a Tenant Lease Event of Default) and (ii) the exercise of Leasehold Lender's remedies thereunder, whether with the consent of Tenant, involuntary, by operation or law or otherwise (including as a result of any bankruptcy, insolvency or dissolution proceedings or by declaration of or transfer in trust) or whether pursuant to a transfer of the assets of Tenant or of the Transfer of Ownership Interests of Tenant.

**"Funds Request"** shall have the meaning set forth in Section 5.5.2.

**"GAAP"** means those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States at the time in question. Any financial or accounting terms not otherwise defined herein shall be construed and applied according to GAAP.

**"Gaming"** has the meaning provided in the Lease.

**"Gaming Authorities"** means any Governmental Authority regulating Gaming or related activities.

**"Gaming License"** has the meaning provided in the Lease.

**"Gaming Regulations"** has the meaning provided in the Lease.

**"Governmental Authority"** means any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof.

**"Guaranteed Obligations"** shall have the meaning set forth in Section 17.1.

**"Guaranty Covenant Termination Date"** shall mean the earlier of (i) the date upon which all of the Guaranteed Obligations shall have been irrevocably paid and satisfied in full in cash and (ii) only in the event that a Guaranty Release Date has occurred pursuant to Section 17.3.5, the date on which there shall have been finally determined, and irrevocably paid and satisfied in full in cash, all Guaranteed Obligations with respect to which, prior to the date that is twelve (12) months after the occurrence of such Guaranty Release Date, Landlord has either made claims in accordance with this Agreement to, or otherwise demanded payment in accordance with this Agreement from, Lease Guarantor.

**"Guaranty Release Date"** shall have the meaning set forth in Section 17.3.5.

**“Guaranty Termination Obligations”** shall mean the sum, without duplication, of (i) the aggregate amount of any outstanding Guaranteed Obligations that are due and payable as of the Guaranty Release Date, (ii) the aggregate amount of any Guaranteed Obligations to which Landlord is (or may become) entitled in respect of any period prior to the Guaranty Release Date that are not covered under clause (i), and (iii) the aggregate amount of any damages to which Landlord is or may become entitled under and in accordance with the terms of the Lease due to or arising out of any termination of the Lease that occurs on or prior to the Guaranty Release Date (it being understood that in the case of clauses (ii) through (iii), the full extent of such Guaranteed Obligations may not be known or demanded by Landlord as of the effective date of any such termination of the Lease). For purposes of this definition, the term “Guaranteed Obligations” shall not include Guaranteed Obligations described in clause (ii) of the definition of “Guaranteed Obligations” set forth in Section 17.1 hereof.

**“Guest Data”** means any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Manager, Tenant, Services Co or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Manager, Tenant, Services Co or any of their respective Affiliates from: (i) guests or customers of the Managed Facility (for the avoidance of doubt, including CPLV Guest Data (as defined in the Lease) and Property Specific Guest Data); (ii) guests or customers of any Other Facility (as defined in the Lease) (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources or databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program).

**“Indemnified Party”** means any Tenant Indemnified Party or Manager Indemnified Party entitled to receive indemnification pursuant to this Agreement.

**“Indemnifying Party”** means any Party obligated to indemnify an Indemnified Party pursuant to this Agreement.

**“Independent Director”** means a member of the board of directors of Lease Guarantor who is “independent” under NASDAQ listing rules.

**“Index”** means the Consumer Price Index for the West Region, as published by the Department of Statistics of the US Bureau of Labor, using the period October/November 1995 as a base of one hundred (100), or if such index is discontinued, the most comparable index published by any United States governmental agency, as acceptable to Tenant and Manager.

“**Individual**” means a natural person, whether acting for himself or herself, or in a representative capacity.

“**Initial Expert**” shall have the meaning set forth in Section 18.2.1.1.

“**Initial Term**” shall have the meaning set forth in Section 2.4.1.

“**Insurance Costs**” means all insurance premiums or other costs paid for any insurance policies maintained by Tenant with respect to the Managed Facility.

“**Insurance Program**” means the insurance program of Affiliates of Manager that are provided to the Other Managed Facilities and Other Managed Resorts.

“**Insurance Requirements**” means at any time, the minimum coverage, limits, deductibles and other requirements required by Manager, which such Insurance Requirements shall be not less than the insurance required pursuant to the Lease at such time.

“**Intellectual Property**” or “**IP**” means all rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“**Trademarks**”), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts, (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).

“**Intercreditor Agreement**” shall have the meaning set forth in the Lease.

“**Joliet Landlord**” means “Landlord” under the Joliet MLSA.

“**Joliet Managed Facility**” means “Managed Facility” under the Joliet MLSA.



“**Joliet MLSA**” means that certain Management and Lease Support Agreement (Joliet), dated as of the date hereof, by and among Des Plaines Development Limited Partnership, Joliet Manager, LLC, Lease Guarantor, Harrah’s Joliet LandCo LLC and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Joliet Partner**” means Des Plaines Development Holdings, LLC.

“**Joliet Tenant**” means “Tenant” under the Joliet MLSA.

“**Landlord Confidential Information**” means confidential or proprietary information relating to Landlord’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Landlord in writing as confidential or proprietary to which Manager and Tenant obtain access by virtue of the relationship between the Parties.

“**Landlord Financing**” means any debt financing or refinancing of Landlord or any Affiliate thereof that relates or applies to, in whole or in part, Landlord’s interest in the Lease, this Agreement and/or the Leased Property, or revenues therefrom (or any portion thereof), including debt financing or refinancing secured (in whole or in part) by security interest in Landlord’s interest in the Lease, this Agreement and/or the Leased Property.

“**Landlord Financing Documents**” means all loan agreements, bond indentures, promissory notes, mortgages, deeds of trust, security agreements, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Landlord Financing.

“**Landlord’s Lender**” means any “Fee Mortgagee” under the Lease.

“**Landlord Mortgage**” means any “Fee Mortgage” under the Lease.

“**Landlord Prohibited Person**” shall mean any Person that, in the capacity it is proposed to be acting (but not in any other capacity), is more likely than not to jeopardize Landlord’s or any of its Affiliates’ ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Lease**” shall have the meaning set forth in the Recitals hereto.

“**Lease/Debt Guaranty Collateral**” shall have the meaning set forth in [Section 17.4.5.1](#).

“**Lease Foreclosure Transaction**” shall have the meaning set forth in the Lease.

“**Lease Guarantor Event of Default**” shall have the meaning set forth in [Section 16.1.3](#).

**“Lease Guarantor Prohibited Person”** shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Lease Guarantor or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Lease Guarantor or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Lease Guarantor’s or any of its Affiliate’s ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

**“Lease Guaranty”** shall mean all of the provisions, terms and conditions of this Agreement pertaining to (x) obligations and liabilities of Lease Guarantor with respect to the Guaranteed Obligations, including the provisions, terms and conditions of Article XVII hereof, and (y) without limitation of the preceding clause (x), Landlord’s rights and remedies in connection with any Lease Guarantor Event of Default, including the provisions, terms and conditions of Section 16.1.3 and Section 16.1.5.3, it being understood, for the avoidance of doubt, that all such provisions, terms and conditions of this Agreement are for the express benefit of Landlord.

**“Lease Guaranty Claim”** shall have the meaning set forth in Section 17.2.1.

**“Lease Guaranty Security Interest”** shall have the meaning set forth in Section 17.4.5.1.

**“Lease Initial Term”** means the “Initial Term” under (and as defined in and subject to the terms of) the Lease.

**“Lease Insurance Requirements”** shall have the meaning set forth in Section 12.1.1.1.

**“Lease/MLSA Related Agreements”** means, collectively, the Lease, this Agreement, the Transition Services Agreement, and the Intercreditor Agreement.

**“Lease Renewal Term”** means any “Renewal Term” under (and as defined in and subject to the terms of) the Lease that becomes effective under the Lease in accordance with its terms.

**“Leased Property”** shall have the meaning set forth in the Lease.

**“Leasehold Financing”** means any debt financing or refinancing obtained by Tenant or Tenant’s Affiliates that relates or applies to, in whole or in part, the Lease and/or the Leased Property or revenues therefrom (or any portion thereof), including debt financing secured (in whole or in part) by a Leasehold Mortgage or Security Interest in Tenant’s leasehold interest under the Lease.

**“Leasehold Financing Documents”** means all loan agreements, security agreements, pledge agreements, bond indentures, promissory notes, Leasehold Mortgages, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Leasehold Financing.

**“Leasehold Foreclosure with MLSA Assumption”** shall mean the Foreclosure by Leasehold Lender and (in the case of a direct assignment) the assumption by such Leasehold Lender or its permitted designee of this Agreement, made in compliance with Section 11.1 and Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Assumption shall not become effective hereunder until Leasehold Lender (or such designee) shall have complied in all respects with (i) the conditions set forth in Section 11.1.3 of this Agreement, including the execution and delivery of the Tenant Assumption Agreement, and (ii) the applicable provisions of Section 22.2(i) of the Lease.

**“Leasehold Foreclosure with MLSA Termination”** shall mean the termination of this Agreement and all of Manager’s and Lease Guarantor’s obligations hereunder in connection with a Foreclosure by Leasehold Lender that is made in compliance in all respects with Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Termination shall not become effective hereunder until Leasehold Lender shall have complied with the applicable provisions of Section 22.2(i) of the Lease.

**“Leasehold Lender”** means any “Permitted Leasehold Mortgagee” under the Lease.

**“Leasehold Mortgage”** means any “Permitted Leasehold Mortgage” under the Lease.

**“Licensing Event”** means:

(a) with respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to Manager or any of its Affiliates (a **“Manager Party”**) or to a member of the Subject Group or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any member of the Subject Group with any Manager Party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any Manager Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Manager Party is subject; or (ii) any member of the Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Person is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so; and

(b) with respect to Manager, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a member of the Subject Group or a Manager Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any Manager Party with any member of the Subject Group party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any member of the Subject Group under any Gaming Regulations or (B) violate any Gaming Regulations to which a member of the Subject Group is subject; or (ii) any Manager Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Manager Party is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so.

For purposes of this definition, an “Affiliate” of Manager includes any Person for which Manager or its Affiliate is providing management services (other than Tenant and its subsidiaries).

“**M/T Event of Default**” shall have the meaning set forth in Section 16.1.4.

“**Managed Facility**” shall have the meaning set forth in the Recitals hereto.

“**Managed Facilities IP**” means any and all Intellectual Property owned by or licensed to Caesars IP Holder, Tenant or its subsidiaries that is necessary for the Operation or Management of the Managed Facility, including, without limitation, any Property Specific Guest Data and Guest Data, the Brands, the Trademarks included in Exhibit E attached hereto, and the Property Specific IP.

“**Managed Facility Personnel**” means all Individuals employed by Tenant or its subsidiaries and performing services on a part-time or full-time basis at the Managed Facility during the Term (including any Senior Executive Personnel), regardless of the specific titles given to such Individuals.

“**Managed Facility Personnel Costs**” means all cash costs and expenses associated with the employment or termination of Managed Facility Personnel (including the Senior Executive Personnel), including recruitment expenses, the costs of moving executive level Managed Facility Personnel, their families and their belongings to the area in which the Managed Facility is located at the commencement of their employment at the Managed Facility, compensation and benefits (including the costs of any equity based benefits at the time the economic cost is realized by Manager or its Affiliates (e.g., exercise rather than grant, repurchase, cash-out, etc.); *provided* that, if a portion of such benefits were awarded in connection with services performed at another facility owned or operated by Manager or its Affiliates, the Managed Facility Personnel Costs shall only include the portion of such costs which are related to such Managed Facility Personnel’s employment on behalf of the Managed Facility and such proportional amount shall be

included in Managed Facility Personnel Costs regardless of whether the cost of such equity based benefits are realized while the applicable Managed Facility Personnel is employed on behalf of the Managed Facility or is employed at another facility owned or operated by Manager or its Affiliates), employment Taxes, training and severance payments, all in accordance with Applicable Laws, Manager's policies for Other Managed Facilities and Other Managed Resorts and such other policies as may be established pursuant to this Agreement.

**"Management Account"** shall have the meaning set forth in Section 5.4.1.3.

**"Manager"** shall mean CPLV Manager, LLC, a Delaware limited liability company, or its successors or permitted assigns (including any trustee appointed over its assets).

**"Manager Assumption Document"** shall have the meaning set forth in Section 11.2.2.

**"Manager Confidential Information"** means confidential or proprietary information relating to Manager's or any of its Affiliates' (other than Tenant's) businesses that derives value, actual or potential, from not being generally known to others, including all Proprietary Information and Systems, proprietary Manuals, confidential fees and confidential terms of all Centralized Services and any confidential or proprietary documents and information specifically designated by Manager in writing as confidential or proprietary to which Tenant and Landlord obtain access solely by virtue of the relationship between the Parties; *provided that* "Manager Confidential Information" shall not include Property Specific Guest Data or Guest Data or any information that Tenant independently possesses solely in its capacity as a member of Services Co.

**"Manager Event of Default"** has the meaning set forth in Section 16.1.2.

**"Manager Indemnified Parties"** shall have the meaning set forth in Section 12.3.1.

**"Manager Prohibited Person"** shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Manager or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Manager or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Manager's or any of its Affiliate's ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Manager’s Designated Financial Officer**” shall mean the highest level financial officer among the Senior Executive Personnel.

“**Manager’s Standard of Care**” shall have the meaning set forth in Section 2.1.2.

“**Manager’s System Policies**” shall have the meaning set forth in Section 2.1.3.

“**Manuals**” means all written, digitized, computerized or electronically formatted manuals and other documents and materials prepared and used by Manager for other Managed Resorts as instructions, requirements, guidance or policy statements with respect to Manager’s Other Managed Resorts, which are loaned or otherwise made available to Tenant.

“**Monetary Tenant Default**” shall have the meaning set forth in Section 17.2.1.

“**Monthly Debt Service Schedule**” shall have the meaning set forth in Section 5.4.6.

“**Monthly Report**” shall have the meaning set forth in Section 10.2.

“**New Lease**” shall have the meaning set forth in the Lease.

“**Non-Consented Lease Termination**” shall have the meaning set forth in Section 21.1.1.

“**Non-Core Tenant Competitor**” means a Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1<sup>st</sup>) day of each Lease Year, commencing with the second (2<sup>nd</sup>) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, (a) ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business and (b) the terms “Affiliate,” “Escalator,” “Lease Year,” “Gaming Facility” and “Person” shall each have the meaning given thereto in the Lease.

“**Non-CPLV Landlord**” means “Landlord” under the Non-CPLV MLSA.

“**Non-CPLV Managed Facilities**” means “Managed Facilities” under the Non-CPLV MLSA.

“**Non-CPLV MLSA**” means that certain Management and Lease Support Agreement (Non-CPLV), dated as of the date hereof, by and among Lease Guarantor, Non-CPLV Manager, LLC, Non-CPLV Tenant, Non-CPLV Landlord, and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Non-CPLV Tenant**” means “Tenant” under the Non-CPLV MLSA.

“**Non-Discriminatory**” means consistent, commercially reasonable, fair treatment of all Persons regardless of the ownership, control or affiliations of any such Persons (i) subject to the same or substantially similar policies and procedures, including policies and procedures related to the standards of service and quality required to be provided by such Persons or (ii) participating jointly in the same transactions or relationships or participating in separate, but substantially similar, transactions or relationships for the procurement of goods or services, in each case, including, without limitation, the unbiased and consistent allocation of costs, expenses, savings and benefits of any such policies, procedures, relationships or transactions on the basis of a fair and equitable methodology; *provided, however*, that goods and services shall not be required to be provided in a manner that exceeds the standard of service required to be provided at the Managed Facility under the terms of this Agreement to be deemed “Non-Discriminatory” nor shall the standard of service and quality provided at the facilities owned or operated by each such Person be required to be similar so long as, in each case, both (x) a commercially reasonable business justification (without giving effect to Lease economics) that is not discriminatory to Landlord or the Managed Facility exists for the manner in which such goods and services are provided, and (y) the manner in which such goods and services are provided is not intended or designed to frustrate, vitiate or reduce (I) the rights of Landlord under this Agreement, the Lease, or the other Lease/MLSA Related Agreements, or (II) the payment of Variable Rent (as such term is defined in the Lease) under the Lease.

“**Non-Third Party Financing**” means any financing in which (a) Tenant, Lease Guarantor or Manager or any Affiliate of any of them acts as a trustee, agent or similar representative or (b) Tenant, Lease Guarantor or Manager or any Affiliate of any of them (excluding any Person that is such an Affiliate as a result of its ownership of publicly traded equity interests in any Person) holds (excluding any ownership of publicly traded equity interests in any Person) either (i) a Controlling direct or indirect equity interest or (ii) a direct or indirect equity interest of at least ten percent (10%) of the outstanding equity interests in any such lender, trustee, agent or other financing provider (any lender, trustee, agent or other financing provider described under clause (b)(i) or (b)(ii), a “**Sponsor Lender Entity**”), and in each such case the principal amount of such financing provided by any Sponsor, its Affiliates, and/or its Sponsor Lender Entities either (x) exceeds twenty-five percent (25%) of the aggregate principal amount of such financing or (y) is not a strictly “passive” investment. For purposes of this definition, “passive” means having no ability to exercise any decision-making in respect of the overall financing other than, for the avoidance of doubt, customary voting rights attributable to the financing that extend to all other providers of such financing.

“**Omnibus Agreement**” means that certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the date hereof, by and among Services Co, CEOC, CERP, CGPH, CLC and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time.

**“Opco Debt Guaranty”** shall have the meaning set forth in Section 17.4.5.1.

**“Opco First Lien Debt”** shall mean the indebtedness of CEOC under (i) Tenant’s Initial Financing (as such term is defined in the Lease) and (ii) any refinancing by CEOC of the indebtedness of CEOC referenced in clause (i) of this definition that constitutes a Leasehold Financing.

**“Opco First Lien Debt Security Interest”** shall have the meaning set forth in Section 17.4.5.1.

**“Operate”**, **“Operating”** or **“Operation”** means to manage, operate, use, maintain, market, promote, repair, and provide other management or operations services to the Managed Facility, all as more particularly described in this Agreement.

**“Operating Account”** shall have the meaning set forth in Section 5.4.1.1.

**“Operating Deficiency Cause”** shall have the meaning set forth in Section 16.1.1.5.

**“Operating Deficiency Notice”** shall have the meaning set forth in Section 16.1.1.5.

**“Operating Expenses”** means, with respect to any period of time, all ordinary and necessary expenses incurred in the Operation of the Managed Facility, including all: (a) Managed Facility Personnel Costs and all other Reimbursable Expenses; (b) all expenses for maintenance and repair; (c) costs for utilities; (d) administrative expenses, including all costs and expenses relating to the Bank Accounts and Certified Financial Statements; (e) costs and expenses for marketing, advertising and promotion of the Managed Facility; (f) amounts payable to Manager as set forth in this Agreement; (g) costs for the lease, rental or license of real or personal property (including payments by Tenant under the Lease or with respect to Intellectual Property); (h) Insurance Costs; (i) Taxes (other than income Taxes); (j) costs for the lease, rental or license of real or personal (including Intellectual Property); (k) an allocation (based upon relative net revenues of all of Tenant’s operating subsidiaries) of the operating expenses of Tenant; (l) all amounts to be paid to Manager or its Affiliates in connection with any redemptions under the Total Rewards Program; and (m) Centralized Services Charges, all as determined in accordance with GAAP, but expressly excluding the following: (i) costs of Building Capital Improvements and ROI Capital Improvements; and (ii) fees and costs for professional services, including the fees and expenses of attorneys, accountants and appraisers, incurred directly or indirectly in connection with any category of expense that is not itself an Operating Expense and required to be capitalized in accordance with GAAP.



**“Operating Limitations”** means: (a) any provision of the Leasehold Financing Documents or any applicable ground lease (including the Lease), easement or similar obligation (in each case as in effect as of the Commencement Date or otherwise effectuated as permitted under the Lease) limiting or otherwise imposing conditions on Manager with respect to the Operation of the Managed Facility and (b) limitations or conditions arising under Applicable Laws. Notwithstanding anything contained in this Agreement, absent Landlord’s consent, no change or amendment to the Operating Limitations contained in the foregoing clause (a) as in effect on the Commencement Date effected at any time that Tenant is a Controlled Subsidiary of Lease Guarantor and Manager is a wholly owned subsidiary of Lease Guarantor (other than any changes to any ground lease made by or with the consent of Landlord) shall relieve Manager from (i) its obligations to Operate the Managed Facility in compliance with the Operating Standard and in a Non-Discriminatory manner or (ii) effect any decrease in the level of service or quality of Operation of the Managed Facility required as of the Commencement Date pursuant to the Operating Standard.

**“Operating Standard”** shall have the meaning set forth in Section 2.1.4.

**“Operating Year”** means each calendar year during the Term, except the initial Operating Year shall be a partial year beginning on the Commencement Date and ending on the following December 31, and if this Agreement is terminated effective on a date other than the last day of an Operating Year in any year, then the last Operating Year shall also be a partial year ending on the effective date of expiration or termination.

**“Other Managed Facilities”** means the hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned or leased by Landlord and its Affiliates (and/or any of their respective successors or assigns) and leased and operated by or on behalf of Manager (or such other wholly owned subsidiary of Lease Guarantor) under management agreements among CEOC and/or any of its subsidiaries, Manager (or such other wholly owned subsidiary of CEC) and any such other parties to such agreements, excluding the Managed Facility. As of the date of this Agreement, the Other Managed Facilities are as follows: (a) the Non-CPLV Managed Facilities and (b) the Joliet Managed Facility.

**“Other Managed Resorts”** means hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned and/or operated by or on behalf of Manager or its Affiliates under any brand or no brand, but excluding the Managed Facility and the Other Managed Facilities.

**“Other MLSAs”** means, collectively or individually, as the context may require, (i) the Joliet MLSA and (ii) the Non-CPLV MLSA.

**“Out-of-Pocket Expenses”** means the reasonable out-of-pocket travel costs (without mark-up) incurred by Manager or its Affiliates to third parties in performing its services under this Agreement, including air and ground transportation, meals, lodging and gratuities.

**“Ownership Interests”** means all forms of ownership, whether legal or beneficial, voting or non-voting, including stock, partnership interests, limited liability company membership or ownership interests, joint tenancy interests, proprietorship interests, trust beneficiary interests, proxy interests, power-of-attorney interests, and all options, warrants and instruments convertible into such other interests, and any other right, title or interest not included in this definition that constitutes a form of direct or indirect ownership in a Person.

**“Parent Company”** means, with respect to any Person, any Entity that holds any form of ownership interest in such Person, whether directly or indirectly through an ownership interest in one (1) or more other Entities holding an ownership interest in such Person.

**“Party”** or **“Parties”** shall have the meaning set forth in the Preamble hereto, subject to the provisions of Section 19.3 and 20.2 as such terms are used in said Sections.

**“Permitted Uses”** shall have the meaning set forth in Section 7.1.2.

**“Person”** means an Individual or Entity, as the case may be.

**“Prime Rate”** means, on any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (*provided* that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the Prime Rate of another nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

**“Prior Related Dispute”** shall have the meaning set forth in Section 18.2.1.1.

**“Promotional Allowances”** means the value of goods and services given to customers of the Managed Facility on a complimentary basis, such as complimentary food, beverages, accommodations, entertainment and parking, promotions, credits or discounts provided to any customer, any permitted or awarded “free play” and credits, coupons and vouchers issued for redemption by a customer as well as the value of cash and cash-back Complimentaries given to customers of the Managed Facility.

**“Property Specific Guest Data”** means any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager or their respective Affiliates identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the Managed Facility, including retail locations, restaurants, bars, casino and Gaming Facilities (as defined in the Lease), spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest

Data itself, i.e. in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the Managed Facility, and that does not concern the Managed Facility, and (iii) Guest Data that concerns Proprietary Information and Systems and is not specific to the Managed Facility.

“**Property Specific IP**” means all Intellectual Property that is both (i) specific to the Managed Facility and (ii) currently or hereafter owned by CEOC or any of its subsidiaries, including the Intellectual Property set forth on Exhibit G attached hereto.

“**Proprietary Information and Systems**” means the “Service Provider Proprietary Information and Systems”, as such term is defined in the Omnibus Agreement.

“**Purchasing Program**” shall have the meaning set forth in Section 5.6.

“**Reimbursable Expenses**” means the following expenses to the extent incurred by Manager or any of its Affiliates in accordance with this Agreement or the Annual Budget: (a) all Managed Facility Personnel Costs; (b) all amounts paid by Manager to third parties relating to Third-Party Centralized Services or any other Centralized Services Charges or other expenses incurred in connection with Centralized Services pursuant to Section 4.1 that are paid by Manager; (c) all Out-of-Pocket Expenses incurred by Manager directly in connection with its Operation of the Managed Facility; (d) payments made or incurred by Manager in accordance with the Annual Budget to third parties for goods and services in the ordinary course of business in the Operation of the Managed Facility; (e) payments made or incurred by Manager in connection with the Managed Facility and as authorized under this Agreement; (f) all amounts owed in connection with any redemption under the Total Rewards Program; (g) all amounts actually incurred by Manager to third-parties in maintaining the Property Specific Guest Data (including the creation of back-up tapes related thereto); and (h) all Taxes to be paid by Tenant to Manager in accordance with Section 3.6.

“**Renewal Term**” shall have the meaning set forth in Section 2.4.1.

“**Reservations System**” means any reservations system operated by Services Co or any of its Affiliates.

“**Restricted Payment**” shall have the meaning set forth in Section 17.4.4.

“**ROI Capital Improvements**” means all alterations, improvements, replacements, renewals and additions to the Managed Facility that are capitalized under GAAP and involve a material change in the primary use of, or a material physical expansion or alteration of, the Managed Facility (including adding or removing guest rooms, meeting rooms or changing the configuration of the Managed Facility).

**“Routine Capital Improvements”** means all maintenance, repairs, alterations, improvements, replacements, renewals and additions to the Managed Facility (including replacements and renewals of FF&E, exterior and interior painting, resurfacing of walls and floors, resurfacing parking areas and replacing folding walls) that are capitalized under GAAP and not depreciated as real property. For avoidance of doubt, Routine Capital Improvements expressly exclude Building Capital Improvements and ROI Capital Improvements.

**“Security Interest”** means any security interest, collateral assignment, pledge or similar document or instrument that encumbers any assets belonging to Tenant or any of its subsidiaries relating to the Managed Facility (or any portion thereof or interest therein) that constitutes a personal property interest (including all Supplies located at or used in the Operation of the Managed Facility, the Bank Accounts and Tenant’s rights under this Agreement) and/or any direct or indirect Ownership Interests in Tenant.

**“Senior Executive Personnel”** means the Individuals employed from time to time as the general manager of the Managed Facility and the general manager’s direct reports and other executive staff serving such functions, regardless of the specific titles given to such Individuals.

**“Services Co”** means (1) CES or (2) any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, CES on the date hereof.

**“Services Co LLC Agreement”** means that certain Amended and Restated Limited Liability Company Agreement of Services Co, dated as of May 20, 2014, as amended, restated, supplemented or otherwise modified from time to time.

**“Software”** means, as they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application or other program, including all source code, object code, specifications, databases, designs and documentation related thereto.

**“SPE Tenant”** means, collectively or individually, as the context may require, each Tenant other than CEOC.

**“Sponsor”** means each of (i) collectively Apollo Global Management, Inc., Apollo Management VI, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”) and (ii) collectively, TPG Capital, L.P., TPG Partners V, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”).

**“Springing Lien Subsidiary”** means a subsidiary of CEC other than (i) CEOC, Tenant, Non-CPLV Tenant, Joliet Tenant or any of their respective subsidiaries, (ii) the borrower (or any co-borrower) or the issuer (or any co-issuer) under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral and (iii) a direct or indirect subsidiary of one or more of the entities described in clause (ii) above that is a “restricted subsidiary” under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral.

“**Stated Expiration Date**” shall have the meaning set forth in the Lease.

“**Subject Group**” means Tenant, Tenant’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons) (excluding Manager and its Affiliates (other than Tenant and its Controlled Subsidiaries) and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons).

“**Subsequent Related Dispute**” shall have the meaning set forth in Section 18.2.1.1.

“**Substantial Transfer**” means, in the case of CEC, Manager or Tenant, the sale or other disposition by such Party and its Controlled Subsidiaries of all of the direct and indirect assets of such Party and its Controlled Subsidiaries (other than assets that are, in the aggregate, *de minimis*) in a single transaction or series of related transactions.

“**Supplies**” means all operating supplies and equipment used in the Operation of the Managed Facility.

“**Support Facilities**” means all facilities located in or attached to, and/or operated on, the Leased Property or any portion thereof, including, without limitation, any hotel and hotel guest rooms and suites, food, beverage, entertainment and retail facilities and parking structures.

“**Taking**” shall have the meaning set forth in the Lease.

“**Taxes**” means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, commercial activity taxes, personal property taxes, Gaming taxes, fees and charges and business and occupation taxes, imposed by any Governmental Authority against Tenant in connection with the ownership or Operation of the Managed Facility, but expressly excluding income, franchise or similar taxes imposed on Tenant.

“**Technology Systems**” means certain technology systems, including the Reservations System, Proprietary Information and Systems, third-party Software, hardware and telecommunications equipment and any system upgrades and/or replacements therefor.

“**Tenant**” shall have the meaning set forth in the Preamble hereto.

“**Tenant Assumption Agreement**” shall have the meaning set forth in Section 11.1.3.2.

**“Tenant Competitor”** means, as of any date of determination, any Person (other than Tenant, CEOC, Lease Guarantor and any of their respective Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; *provided* that (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 11.4.1.2(iii), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate’s acquiring ownership, or engaging in the operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement (as defined in the Lease) and CEC (or its Subsidiary, as applicable) did not accept such offer. For purposes of this definition, the terms “Affiliate,” “Control,” “Person” and “Subsidiary” shall each have the meaning given thereto in the Lease.

**“Tenant Confidential Information”** means confidential or proprietary information relating to Tenant’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Tenant in writing as confidential or proprietary to which Manager and Landlord obtain access solely by virtue of the relationship between the Parties. “Tenant Confidential Information” shall include Property Specific Guest Data and Guest Data.

**“Tenant Indemnified Parties”** shall have the meaning set forth in Section 12.3.2.

**“Tenant Lease Event of Default”** shall mean the occurrence (and continuance) of a “Tenant Event of Default” (as such term is defined in the Lease) under the Lease.

**“Tenant MLSA Event of Default”** shall have the meaning set forth in Section 16.1.1.

**“Tenant Prohibited Person”** means any Person that is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to jeopardize Tenant’s or any of its Affiliates’ ability to hold a Gaming license or to be associated with a Gaming Licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

**“Term”** shall have the meaning set forth in Section 2.4.1.

“**Terminated for Cause**” (or “**Termination for Cause**”) means either of the following subparagraphs (1) or (2), which may be elected by Landlord at its option:

(1) (i) Landlord has expressly elected to (and does) terminate Manager as manager hereunder and notified Manager thereof, (ii) Landlord has determined in good faith that such termination is for Cause and (iii) an arbitrator shall have made a finding that Cause existed to terminate Manager in accordance with the following sentence. Manager, Tenant, Lease Guarantor and Landlord agree that the determination of whether Cause existed to terminate Manager will be decided by binding arbitration, on an expedited basis, pursuant to the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes, in effect as of the Commencement Date, before a single arbitrator who shall be mutually acceptable to Manager and Landlord and who shall conduct the arbitration in New York, New York and who shall apply New York Law (collectively, a “**Cause Arbitration**”). In the event of a termination by Landlord of Manager under this clause (1), Lease Guarantor’s obligations under Article XVII shall continue throughout the pendency of the Cause Arbitration, and in the event the arbitrator determines that Cause did not exist, (a) Lease Guarantor’s obligations under Article XVII shall terminate and be deemed to have terminated as of such date of Manager’s termination and (b) Landlord shall reimburse Lease Guarantor for (i) any amounts actually received by Landlord pursuant to Lease Guarantor’s obligations under this Agreement in respect of any period following such termination during which Manager was actually not acting as manager of the Managed Facility and (ii) any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with such arbitration. In the event such arbitrator determines that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the arbitration.

(2) (i) Landlord has determined in good faith that Cause exists to terminate Manager as manager, (ii) Landlord has delivered written notice to Manager that it has determined in good faith that Cause exists to terminate Manager as manager hereunder and that Landlord shall commence a Cause Arbitration to determine whether or not Cause exists and (iii) the arbitrator in a Cause Arbitration determines that Cause exists to terminate Manager, and Landlord thereafter terminates Manager as manager. For the avoidance of doubt, if such arbitrator determines that Cause did not exist to terminate Manager, then Manager shall not be terminated and shall continue to manage the Managed Facility pursuant to the terms of this Agreement and all obligations of Lease Guarantor under Article XVII shall remain in place, all in accordance with this Agreement. Further, in the event such arbitrator determines (x) that Cause did not exist, Landlord shall reimburse Lease Guarantor for any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with the Cause Arbitration, or (y) that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the Cause Arbitration.

For purposes of the foregoing, “**Cause**” shall mean: (i) intentional acts or intentional omissions of Manager to the material detriment of assets leased by Tenant or owned by Landlord for the benefit of other assets managed, owned or operated by Manager (or any other Affiliate of CEC), (ii) fraud, (iii) gross negligence or (iv) willful misconduct.

“**Third-Party Centralized Services**” shall have the meaning set forth in Section 4.1.

“**Third-Party Manager**” shall have the meaning set forth in Section 5.10.

“**Third-Party Operated Areas**” shall have the meaning set forth in Section 5.10.

“**Total Rewards Program**” means the Total Rewards® customer loyalty program as implemented from time to time as described more fully in the Omnibus Agreement.

“**Transfer**” means any Assignment or Transfer of Ownership Interests.

“**Transfer of Ownership Interests**” means, with respect to any Person, any: (a) direct or indirect sale, assignment, disposition, conveyance, gift, pledge or other transfer, in whole or in part, of any Ownership Interests in such Person or any Parent Companies of such Person; (b) merger, consolidation, reorganization or other restructuring of such Person or any Parent Companies of such Person; or (c) issuance of additional Ownership Interests in such Person or any Parent Companies of such Person that would have the effect of diluting voting rights or beneficial ownership of the Ownership Interests in such Person or any Parent Companies of such Person, in each case whether voluntary, involuntary, by operation or law or otherwise (including as a result of any divorce, bankruptcy or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession).

“**Transition Period**” means the two-year period following the expiration of this Agreement on the Stated Expiration Date or the termination of this Agreement prior to the end of the Term; *provided* that the Transition Period shall be less than two (2) years (i) after a termination of this Agreement by Landlord, at the election of Landlord in its sole discretion and (ii) following a Leasehold Foreclosure with MLSA Termination, at the sole election of the person providing management services with respect to the Managed Facility under the Replacement Management Agreement.

“**Transition Services Agreement**” means that certain Transition of Management Services Agreement (CPLV), dated as of the date hereof, by and among Tenant, Landlord, Services Co, CLC and Manager, as amended, restated, supplemented or otherwise modified from time to time.



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**EXHIBIT C**

**[Reserved]**

C-1

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**EXHIBIT D**

**[Reserved]**

D-1

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**EXHIBIT E**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**TRADEMARKS**

Any Trademarks included in System-wide IP that are necessary for the Operation or Management of the Managed Facility, including the Trademark listed below:

Caesars Palace Las Vegas

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**EXHIBIT F**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**LIST OF BRANDS**

Caesars Palace

F-1

**EXHIBIT G****TO MANAGEMENT AND LEASE SUPPORT AGREEMENT****PROPERTY SPECIFIC IP**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Brand</u></b>	<b><u>Specific/ Enterprise</u></b>	<b><u>Property</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
Beijing Noodle No. 9	United States of America	Caesars	Specific	CPLV	77/269189	8/31/2007	3738566	1/19/2010	Registered
Seahorse	United States of America	Caesars	Specific	CPLV	78/368060	2/13/2004	2961555	6/7/2005	Registered
Color - A Salon	Nevada	Caesars	Specific	CPLV	E0331812009-0	6/11/2009	E0331812009-0	6/11/2009	Registered
Spanish Steps	Nevada	Caesars	Specific	CPLV	E0147662010-0	3/25/2015	E0147662010-0	3/25/2010	Registered
Alto	Nevada	Caesars	Specific	CPLV	20170323096-53	7/28/2017	20170323096-53	7/28/2017	Registered
Apostrophe	United States of America	Caesars	Specific	CPLV	85/918927	4/30/2013	4557182	6/24/2014	Registered
Laurel Collection (Block)	United States of America	Caesars	Specific	CPLV	85/492653	12/12/2011	4,231,389	10/23/2012	Registered
Resplendence Starts Here	United States of America	Caesars	Specific	CPLV	85/959040	6/13/2013	4614679	9/30/2014	Registered
Stripside Cafe & Bar	United States of America	Caesars	Specific	CPLV	87/207585	10/18/2016	5273062	8/22/2017	Registered

<u>Mark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Tiger Wok & Ramen	United States of America	Caesars	Specific	CPLV	86/401608	9/22/2014	4759136	6/23/2015	Registered
Vista Cocktail Lounge (Logo)	United States of America	Caesars	Specific	CPLV	86/562485	3/12/2015	4976084	6/14/2016	Registered
<u>Domain Name</u>						<u>Brand</u>	<u>Reg. Date</u>	<u>Registry Expiry Date</u>	
vistaloungelasvegas.com						Caesars - CPLV	2015-03-13	2019-03-13	
vistaloungevegas.com						Caesars - CPLV	2015-03-13	2019-03-13	
venuspoolclub.com						Caesars - CPLV	2008-04-01	2020-04-01	

**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(Non-CPLV)**

**By and Among**

**CEOC, LLC and the Entities Listed on Schedule B  
(collectively, and together with their respective successors and permitted assigns)  
as “Tenant”**

**Non-CPLV Manager, LLC  
(together with its successors and permitted assigns)  
as “Manager”**

**Caesars Entertainment Corporation  
(together with its successors and permitted assigns)  
as “Lease Guarantor”**

**The Entities Listed on Schedule A  
(collectively, and together with their respective successors and permitted assigns)  
as “Landlord”**

**and, solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3,  
18.7.4, 18.7.5, 19.3, 20.2 and 20.16,**

**Caesars License Company, LLC  
(together with its successors and assigns)**

**and, solely for purposes of Section 20.16 and Article XXI,**

**Caesars Enterprise Services, LLC**

**Dated as of October 6, 2017**

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**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(Non-CPLV)**

This MANAGEMENT AND LEASE SUPPORT AGREEMENT (this “**Agreement**”) is dated as of October 6, 2017, and is made and entered into by and among CEOC, LLC, a Delaware limited liability company, and the entities listed on Schedule B attached hereto (collectively or, if the context clearly requires, individually, and together with their respective successors and permitted assigns, “**Tenant**”), Non-CPLV Manager, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Manager**”), Caesars Entertainment Corporation, a Delaware corporation (together with its successors and permitted assigns, “**CEC**”, and sometimes alternatively referred to herein as “**Lease Guarantor**”), the entities listed on Schedule A attached hereto (collectively, and together with their respective successors and permitted assigns, “**Landlord**”), solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16, Caesars License Company, LLC, a Nevada limited liability company (together with its successors and assigns, “**CLC**”), and, solely for purposes of Section 20.16 and Article XXI, Caesars Enterprise Services, LLC, a Delaware limited liability company (together with its successors and assigns, “**CES**”). Tenant, Manager, Lease Guarantor and Landlord are sometimes referred to collectively in this Agreement as the “**Parties**” and individually as a “**Party**”.

**RECITALS**

A. Pursuant to the terms of that certain Lease (Non-CPLV) dated as of the date hereof among Tenant, as “Tenant” thereunder, and Landlord, as Landlord thereunder (such Lease, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Lease**”), Tenant will lease the Leased Property (as defined in the Lease) from Landlord.

B. Tenant intends to operate the Facilities (as defined in the Lease) scheduled on Exhibit A attached hereto as Gaming Facilities in accordance with the Primary Intended Use (each as defined in the Lease) (each such Facility, a “**Managed Facility**”, and all such Facilities, collectively, the “**Managed Facilities**”).

C. Manager is a wholly owned indirect subsidiary of CEC with experience in operating Gaming, hotel, entertainment and related businesses.

D. Tenant desires to engage Manager to manage and operate the Managed Facilities under and utilizing the Brands, and Manager desires to manage and operate the Managed Facilities under and utilizing the Brands.

E. Lease Guarantor will guarantee to Landlord the payment and performance of all monetary obligations of Tenant under the Lease as more particularly described herein, on the terms and subject to the provisions, terms and conditions of this Agreement.

F. Immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC, a Delaware limited liability company.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and in consideration of the entry by the Parties into the Lease/MLSA Related Agreements as more particularly described in Section 1.3 below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS, EXHIBITS AND SCHEDULES

1.1 Definitions. All capitalized terms used without definition in the body of this Agreement shall have the meanings assigned to such terms in Exhibit B attached hereto and by this reference incorporated herein.

1.2 Exhibits and Schedules. The exhibits and schedules listed in the table of contents and attached hereto are incorporated in, and deemed to be an integral part of, this Agreement.

1.3 Structure of this Agreement; Integration; Consideration. Tenant, Manager, CEC and Landlord each acknowledge and agree that, as of the date hereof, certain operating efficiencies and value will be achieved as a result of Tenant's engagement of Manager and/or Manager's Affiliates to operate and manage the Managed Facilities, the Other Managed Facilities and the Other Managed Resorts that would not be possible to achieve if unrelated managers were engaged to operate each of the Managed Facilities, the Other Managed Facilities and the Other Managed Resorts. The Parties further acknowledge and agree that the Parties would not enter into this Agreement, the Lease or any of the other Lease/MLSA Related Agreements absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and Lease Guaranty relationship with respect to the Managed Facilities, including the lease of the Managed Facilities pursuant to the Lease, the use of the Managed Facilities IP and the use of the Total Rewards Program, together with the other related Intellectual Property arrangements contemplated hereunder and under the Omnibus Agreement and the Transition Services Agreement, all of the other covenants, obligations and agreements of the Parties hereunder and all of the covenants, obligations and agreements of each of the parties under each of the other Lease/MLSA Related Agreements, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of the Parties that (a) each of the provisions of this Agreement, including (without limitation) the management and Lease Guaranty rights and obligations hereunder, form part of a single integrated agreement and shall not be or be deemed to be separate or severable agreements (except to the extent expressly set forth in Section 16.4) and (b) the Parties would not be entering into any of this Agreement, the Lease, or the other Lease/MLSA

Related Agreements without, in each case, contemporaneously entering into each and every other one of such agreements, and, accordingly, in the event of any dispute or litigation, or any bankruptcy, insolvency, dissolution or any other proceedings in respect of any Party, such Party will not (and all other Parties will oppose any effort to) separate, sever, reject, assume or assign (or attempt to, or support any other entity in attempting to, separate, sever, reject, assume or assign) any one of such agreements without concurrently treating each and every of the other of such agreements together and in the same manner, so that all such agreements are concurrently treated as one integrated agreement that is not separable or severable; *provided, however*, this Section 1.3 shall not limit the right of any Leasehold Lender to (x) make a Leasehold Foreclosure with MLSA Termination as expressly provided in Section 13.1.2 hereof or (y) enter into a New Lease and terminate this Agreement as expressly provided in Article XVII of the Lease, in each case under clause (x) or (y), subject to and in accordance with the terms of this Agreement and the Lease. Without limiting or vitiating any of the foregoing portion of this Section 1.3 (and, with respect to the Lease Guaranty, as more particularly provided in Section 17.3.5.6 hereof), each of the Parties acknowledges and agrees that, notwithstanding any attempt (by any Party or otherwise) to separate, sever, reject, assume or assign the obligations of any Party under any of the other Lease/MLSA Related Agreements, the obligations of all other Parties hereunder and thereunder (but, subject, in all events, to the provisions, terms and conditions of Article XIII, Section 16.4 and Article XXI hereof) shall continue unabated and in full force and effect. The Parties further acknowledge and agree that, notwithstanding that each of the provisions of this Agreement, the Lease and the other Lease/MLSA Related Agreements form part of a single integrated agreement, no Party shall have any obligation, or be deemed to have any obligation, to any other Party hereto (or otherwise be bound by any agreement to or with any other Party hereto), whether by virtue of its inclusion as a Party hereto, by implication or otherwise, except solely as and to the extent expressly provided in this Agreement, in the Lease or in the other Lease/MLSA Related Agreements.

## ARTICLE II

### APPOINTMENT/TERM

#### 2.1 Grant of Authority.

2.1.1 Engagement of Manager. On and subject to the terms and conditions of this Agreement, Tenant hereby engages Manager, and Manager hereby agrees to be engaged, as Tenant's agent and exclusive manager to Operate the Managed Facilities during the Term. The Parties acknowledge that the scope of Manager's authority and duties to Operate the Managed Facilities are limited to the authority and duties set forth in this Agreement. Tenant and Manager shall Operate each Managed Facility under one or more Brands; *provided* that (a) Tenant shall have the right, subject to the receipt of (i) any required approval from any Governmental Authority and (ii) Manager's consent (such consent not to be unreasonably withheld, conditioned or delayed), to change the Brand under which any Managed Facility is operated to any other brand, with the costs of such rebranding borne by Tenant, (b) Tenant shall give Landlord prior notice of any such Brand change, (c) such Managed Facility shall continue to be

operated under all other Managed Facilities IP (subject to any Brand change and subject to any other approvals or consents required by this Section 2.1.1), and (d) any such Brand change shall be Non-Discriminatory, and shall not result in a change in the overall quality and level of service at any Managed Facility below that required pursuant to Section 2.1.4. Manager shall reasonably assist Tenant, at Tenant's expense, in connection with any such rebranding. If a Brand is replaced with another brand as permitted hereunder, the Parties shall reasonably cooperate to make such changes to this Agreement as are necessary to give effect to such new brand.

2.1.2 Manager's Standard of Care. Manager shall (a) execute its duties under this Agreement in its reasonable business judgment (the "**Manager's Standard of Care**"), and (b) act as the agent of Tenant in connection with the performance of Manager's duties as manager of the Managed Facilities under this Agreement. Tenant agrees that Manager's duties as agent to Tenant are further subject to the terms and conditions of this Agreement (including Section 2.3) and the Operating Limitations. Except for Manager's indemnification obligations set forth in Article XII, Tenant agrees that, as between Tenant and Manager, Manager will have no liability for monetary damages or monetary relief to Tenant for any violation of Manager's Standard of Care or claims of breach of any fiduciary duties or duties as agent unless such violation or breach was due to an action or event giving rise to a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose).

2.1.3 Manager's System Policies. Tenant acknowledges that Manager and/or Manager's Affiliates operate other casino, racetrack, hotel, dining, retail, entertainment and other operations and that Manager or its Affiliates may derive benefits in addition to the fees and reimbursements paid hereunder, including in connection with marketing programs, the Total Rewards Program, Purchasing Programs, employment policies relating to the Managed Facilities Personnel or other programmatic or policy activities that may be implemented from time to time at the discretion of CEC, Services Co or their Affiliates, and that extend through the majority of Gaming properties operated by Manager's Affiliates (collectively, the "**Manager's System Policies**"). Tenant agrees that Manager will not be in breach of its duties as agent hereunder if, solely as a result of Manager following the Manager's System Policies, certain aspects of the Manager's System Policies have the effect of providing greater benefit to properties owned or operated by Manager's Affiliates collectively or third parties than to the Managed Facilities and the Joliet Managed Facility, taken as a whole, so long as the Manager's System Policies (i) are designed and executed in accordance with Manager's Standard of Care, (ii) are Non-Discriminatory to the Managed Facilities and the Joliet Managed Facility, taken as a whole, in both design and implementation and (iii) are not otherwise violative of or inconsistent with any provision of this Agreement; *provided* that any revisions to the Manager's System Policies after the Commencement Date shall be implemented in a Non-Discriminatory manner; and *provided, further*, that Manager shall give Tenant and Landlord prior written notice of such revisions and no such revisions shall result in a change in the overall quality and/or the level of service at the Managed Facilities below that required in Section 2.1.4(a) and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto. The foregoing shall not be deemed to excuse any breach by Manager of any of the express provisions of this Agreement.

**2.1.4 General Grant of Authority – Managed Facilities.** On and subject to the terms of this Agreement, and to the extent delegable by Tenant under the Lease, Tenant hereby grants to Manager (and Manager hereby accepts) the right, authority and responsibility during the Term, and instructs Manager during the Term, to take all such actions for and on behalf of Tenant and the Managed Facilities that Manager reasonably deems necessary or advisable to Operate each of the Managed Facilities: (a) at a standard and level of service and quality (and otherwise on terms and in a manner) for all of the Managed Facilities and the Joliet Managed Facility, taken as a whole, that in all events is not lower than the standard and level of service and quality for the Managed Facilities and the Joliet Managed Facility, taken as a whole, as of the Commencement Date; (b) in accordance in all material respects with the policies and programs in effect as of the Commencement Date at each of the Managed Facilities, as applicable (with such revisions thereto from time to time as Manager may implement in a Non-Discriminatory manner; *provided* that Manager shall give Tenant prior written notice of such revisions and no such revisions shall result in a material change in the overall quality and/or level of service at any Managed Facility below that required in the preceding portion of this Section 2.1.4 and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto in their respective sole and absolute discretion); (c) utilizing the Managed Facilities IP and the Proprietary Information and Systems in accordance in all material respects with the standards, policies and programs generally applicable to the use and implementation of the Managed Facilities IP and the Proprietary Information and Systems and in accordance with the Omnibus Agreement; *provided* that the same are Non-Discriminatory with respect to any and all Managed Facilities (the standards and objectives described in clauses (a) through (c) being referred to collectively as the "**Operating Standard**") and (d) in a Non-Discriminatory manner, subject in each case to the Operating Limitations. Notwithstanding anything to the contrary in this Section 2.1, Section 5.2 or any other provision of this Agreement, for the avoidance of doubt, Manager is not a subtenant, assignee or designee of Tenant under the Lease, and is acting solely as manager of the Leased Property (pursuant to this Agreement), subject to the terms and provisions of the Lease. Accordingly, except as otherwise expressly provided herein, any rights or obligations of Tenant under the Lease that are delegated to Manager hereunder shall be limited to the Term of, and by the provisions, terms and conditions of, the Lease, and to the extent expressly set forth herein. Neither the exercise (directly or indirectly) by Manager of its rights and responsibilities hereunder nor any of the provisions, terms and conditions of this Agreement or any of the other Lease/MLSA Related Agreements shall serve, or be construed, to (x) grant to Manager a possessory or other real property interest in the Leased Property or any portion thereof or (y) limit or subrogate any or all of Tenant's rights, obligations and responsibilities vis-à-vis Landlord under the Lease. Without limiting the foregoing, notices under this Agreement sent by any other Party hereto to Manager (or by Manager to any other Party hereto) shall not be deemed received by (or sent by) Tenant, and vice versa, except to the extent Tenant expressly authorizes Manager to do so on its behalf, and in the case of notices to or from Landlord, so advises Landlord of such authorization (it being understood, for the avoidance of doubt, without limitation of Section 2.5 hereof, that notices or other communications sent by Landlord to Tenant pursuant to the Lease are not required to also be sent to Manager or (except to the extent provided in the last sentence of Section 16.1 of the Lease) to Lease Guarantor, in order to be effective thereunder).



2.1.5 Specific Actions Authorized by Tenant. Without limiting the generality of the authority granted to Manager in Section 2.1.4, but subject in each case to the provisions, terms and conditions of the Lease, the Annual Budget then in effect, the Operating Limitations and the other provisions, terms and conditions set forth in this Agreement, including the Manager's Standard of Care, the Operating Standard, Applicable Law and the provisions, terms and conditions of Section 2.2, Tenant's general grant of authority under Section 2.1.4 and this Section 2.1.5 shall specifically include the right, authority and responsibility of Manager to take, on behalf of Tenant during the Term, the following actions in a Non-Discriminatory manner (either directly or, to the extent permitted under this Agreement, through a third party designated or subcontracted by Manager, which may be an Affiliate of Manager), and in a manner consistent with the corporate policy applicable to the Other Managed Facilities and Other Managed Resorts:

2.1.5.1 (a) hire, supervise, train and discharge all Managed Facilities Personnel; and (b) establish all salary, fringe benefits and benefits plans for the Managed Facilities Personnel;

2.1.5.2 establish and administer Bank Accounts for the operation of the Managed Facilities in accordance with Section 5.4;

2.1.5.3 prepare and deliver to Tenant for Tenant's review and approval operating plans and budgets in accordance with Section 5.1;

2.1.5.4 plan, account for and supervise all repairs, capital replacements and improvements to the Managed Facilities or any portion thereof in accordance with Sections 5.2.1 and 5.2.2;

2.1.5.5 establish and maintain for the Managed Facilities accounting, internal controls and reporting systems that are adequate to provide Tenant, Manager and the Designated Accountant with sufficient information about the Managed Facilities to permit the preparation of the financial statements and reports contemplated in Article X and which are in compliance in all material respects with all Applicable Laws;

2.1.5.6 negotiate, enter into and administer, in the name of Tenant, all subleases, service contracts, licenses and other contracts and agreements Manager deems necessary or advisable for the Operation of the Managed Facilities, including contracts and licenses for: (a) health and life safety systems and security force and related security measures; (b) maintenance of all electrical, mechanical, plumbing, HVAC, elevator, boiler and other building systems; (c) electricity, gas and telecommunications (including television and internet service); (d) cleaning, laundry and dry cleaning services; (e) use of third party copyrighted materials (including games, filmed entertainment, music and videos); (f) entertainment; (g) Gaming machines and other Gaming equipment in the event applicable Gaming Regulations permit or require Tenant to own or lease and maintain such Gaming equipment and non-Gaming equipment; and (h) ownership and operation of Gaming servers;

2.1.5.7 to the extent delegable, negotiate, administer and perform (or cause to be performed) all obligations of Tenant, in the name of Tenant, under all subleases, licenses and concession agreements or other agreements for the right to use or occupy any public space at the Managed Facilities, including any store, office, parking facility or lobby space thereunder;

2.1.5.8 supervise and purchase or lease or arrange for the purchase or lease of, all FF&E and Supplies that are necessary or advisable for the Operation of the Managed Facilities in accordance with this Agreement;

2.1.5.9 be the primary interface for all interactions by Tenant with the Gaming Authorities in connection with the Managed Facilities which shall include: (a) oversight of any amendments to any licenses or permits required to be held by Tenant by the applicable Gaming Authorities under any applicable Gaming Regulations; (b) coordination of all lobbying efforts with respect to the activities conducted or proposed to be conducted by Tenant in connection with the Managed Facilities; and (c) preparation and implementation of all actions required with respect to any filing by Tenant with the applicable Gaming Authorities relating to the Managed Facilities; *provided* that Manager shall (i) consult with and keep Tenant apprised of (x) the status of any annual or other periodic license renewals for the operation of Gaming activities at the Managed Facilities with the Gaming Authorities and (y) the status of non-routine matters before the Gaming Authorities regarding the Managed Facilities and (ii) promptly deliver to Tenant copies of any and all non-routine notices received (or sent) by Manager from (or to) any Gaming Authorities; *provided, further*, that any filings or Gaming License relating to Tenant and Tenant's Affiliates shall be the responsibility of Tenant;

2.1.5.10 apply for and process applications and filings for all Approvals in a manner and within the time periods that are required for the Managed Facilities to be operated on a continuous and uninterrupted basis (other than Gaming Licenses relating to Tenant and Tenant's Affiliates). Manager shall act in a reasonably diligent manner to assure that all reports required by any Governmental Authority pertaining to the Managed Facilities are properly filed on or prior to their due date. Tenant shall file all such other reports pertaining to Tenant. Manager shall prepare, maintain and provide to Tenant, at Tenant's request, a listing of all Approvals and reports required by any Governmental Authority and the term, duration or frequency of such Approvals and reports for the Managed Facilities to be operated in a continuous and uninterrupted basis;

2.1.5.11 institute in its own name, or in the name of Tenant or the Managed Facilities, using Approved Counsel, all legal actions or proceedings to, on behalf of Tenant: (a) collect charges, rent or other income derived from the Managed Facilities' operations; (b) oust or dispossess guests, tenants or other Persons wrongfully in possession therefrom; or (c) terminate any sublease, license or concession agreement for the breach thereof or default thereunder by the subtenant, licensee or concessionaire;

2.1.5.12 using Approved Counsel, defend and control any and all legal actions or proceedings arising from Claims against any Tenant Indemnified Party or any Manager Indemnified Party; *provided* that as soon as reasonably practical, Manager shall notify Tenant in writing of the commencement of any legal action or proceeding concerning the Managed Facilities which could reasonably be anticipated to involve an expense, liability or damage to Tenant that either is not fully covered by insurance or, whether or not covered by insurance, is in excess of Two Hundred Fifty Thousand Dollars (\$250,000); *provided, further, however*, that, unless insurance policies dictate otherwise, that (a) Tenant may appoint counsel, defend and control any and all legal actions or proceedings pertaining to real property related claims not involving the Operation of the Managed Facilities (such as zoning disputes, structural defects and title disputes); (b) in determining what portion, if any, of the cost of any legal actions or proceedings described in clause (a) above is to be allocated to the Managed Facilities, such allocation shall be made in a Non-Discriminatory manner, and due consideration shall be given to the potential impact of such legal action or proceeding on the Managed Facilities as compared with the potential impact on Manager or its Affiliates, the Other Managed Facilities or the Other Managed Resorts; and (c) if Tenant is also a named party in such legal actions or proceedings, Tenant shall have the right to appoint separate counsel to prosecute and defend its interests, such appointment being at Tenant's sole cost and expense (it being understood, without limiting Section 2.5, that nothing in this Section 2.1.5.12 shall be deemed to limit Landlord's rights in respect of any legal actions or proceedings affecting the real property or otherwise impacting any of Landlord's interests);

2.1.5.13 using Approved Counsel, take actions to challenge, protest, appeal or litigate to final decision in any appropriate court or forum any Applicable Laws affecting the Managed Facilities or any alleged non-compliance with, or violation of, any Applicable Law (with the cost of such challenge, protest, appeal or litigation being treated in the same manner as the cost of compliance with the Applicable Law in question would be treated under Section 5.1.5.4);

2.1.5.14 in Consultation with Tenant, establish and implement all policies and procedures of credit to patrons of the Managed Facilities;

2.1.5.15 collect and account for and remit to Governmental Authorities all applicable excise, sales, occupancy and use Taxes and all other Taxes, assessments, duties, levies and charges imposed by any Governmental Authority and collectible by the Managed Facilities directly from patrons or guests (including those Taxes based on the sales price of any goods, services, or displays, gross receipts or admission) or imposed by Applicable Laws on the Managed Facilities or the Operations thereof;

2.1.5.16 subject to Applicable Law and in Consultation with Tenant, establish the types of Gaming activities to be offered at the Managed Facilities, including the matrix of owned, leased, progressive and electronic games and Gaming systems and, in Consultation with Tenant, establish all policies and procedures for Gaming at the Managed Facilities;

2.1.5.17 supervise, direct and control all non-Gaming activities to be conducted at the Managed Facilities, including all hospitality, retail, food and beverage and other related activities;

2.1.5.18 establish and implement policies and procedures regarding, and assign Managed Facilities Personnel to resolve, disputes with patrons of the Managed Facilities;

2.1.5.19 establish rates for all areas within the Managed Facilities, including all: (a) charges for food and beverage; (b) charges for recreational and other guest amenities at the Managed Facilities; (c) subject to Applicable Law, policies with respect to discounted and complimentary food and beverage and other services at the Managed Facilities; (d) billing policies (including entering into agreements with credit card organizations); (e) price and rate schedules; and (f) rents, fees and charges for all subleases, concessions or other rights to use or occupy any space in the Managed Facilities;

2.1.5.20 supervise, direct and control the collection of income of any nature payable to Tenant from the Operation of the Managed Facilities and issue receipts with respect to, and use commercially reasonable efforts to collect all charges, rent and other amounts due from guests, lessees and concessionaires of the Managed Facilities, and use those funds, as well as funds from other sources as may be available to the Managed Facilities, in accordance with this Agreement;

2.1.5.21 in Consultation with Tenant, determine the number of hours per week and the days per week that the Managed Facilities shall be open for business, taking into account Applicable Laws, the season of the year and other relevant and customary factors, including the requirements under the Lease;

2.1.5.22 in Consultation with Tenant, select all entertainment and promotions events to be staged at the Managed Facilities;

2.1.5.23 cooperate in all reasonable respects with Tenant, Landlord, Landlord's Lender, any prospective purchaser or prospective lender of Landlord or any of Landlord's interest in the Leased Property and any prospective purchaser, lessee, Leasehold Lender or other prospective lender in connection with any proposed sale, lease or financing of or relating to Tenant's interest in the Leased Property and/or, to the extent Tenant is required under the Lease to so cooperate, relating to Landlord's interest in the Leased Property, including answering questions of Tenant, Landlord, or such other Persons, providing copies of budgets, financial statements and projections, preparing schedules and providing copies of subleases, concessions, Supplies, FF&E, employees and other similar matters, and taking other actions as are reasonably requested and which would be customary to aid in such a sale or financing

transaction, in all cases as may reasonably be requested by Tenant, Landlord or such other Persons; *provided* that (a) if cooperation by Manager pursuant to this Section 2.1.5.23 involves the disclosure of Manager Confidential Information, Manager shall only be required to release such Manager Confidential Information (i) to Landlord, to the extent Tenant is required to provide such information pursuant to the Lease, and subject to the confidentiality provisions set forth in the Lease and (ii) to a Leasehold Lender or Landlord's Lender or any prospective purchaser or prospective Landlord's Lender, and only to the extent that such Leasehold Lender, Landlord's Lender, prospective purchaser or prospective Landlord's Lender (as applicable) has a "need to know" such Manager Confidential Information in connection with any Leasehold Financing, Landlord Financing, prospective Landlord Financing or prospective purchase, subject to customary protections against disclosure or misuse of such information and to compliance with Article VIII; and (b) Tenant shall reimburse Manager for any Out-of-Pocket Expenses incurred by Manager in connection with such cooperation to the extent such expense is not otherwise paid or reimbursed under this Agreement;

2.1.5.24 take all actions necessary (except to the extent not within Manager's reasonable ability to do so) to comply: (a) in all material respects with Applicable Laws or the requirements to maintain all Approvals (including Gaming Licenses) necessary for the operation of the Managed Facilities (*provided* that Manager shall not be a guarantor of the Managed Facilities' compliance with such Applicable Laws or such requirements); (b) with the requirements of the Lease (including compliance with the requirements of any Landlord Financing to the extent required by the Lease), the terms of which Tenant shall provide to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or requirements of any Landlord Financing); (c) with the requirements of any other lease that is specifically identified by Tenant to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such lease); (d) with the requirements of any Leasehold Mortgage or other Leasehold Financing Documents provided to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such Leasehold Financing Documents); and (e) with the terms of all insurance policies applicable to the Managed Facilities and provided to Manager;

2.1.5.25 as directed by Tenant and at Tenant's expense, take actions to discharge any lien, encumbrance or charge against the Managed Facilities or any component of the Managed Facilities;

2.1.5.26 supervise and maintain books of account and records relating to or reflecting the results of operation of the Managed Facilities;

2.1.5.27 keep the Managed Facilities and the FF&E in good operating order, repair and condition, consistent with the Operating Standard;

2.1.5.28 take such actions as Manager determines to be necessary or advisable to perform all duties and obligations required to be performed by Manager under this Agreement or as are customary and usual in the operation of the Managed Facilities, in each case subject to the Operating Limitations, but, in all events, in accordance with the Operating Standard and the Manager's Standard of Care;

2.1.5.29 implement and comply with all relevant Non-Discriminatory standards, policies and programs in effect relating to the Brands and/or the Total Rewards Program;

2.1.5.30 with respect to the Guest Data, the Property Specific Guest Data, the Managed Facilities IP and the Total Rewards Program, establish and comply with such contracts and privacy policies, and implement and comply with such data security policies and security controls, for databases and systems storing and/or utilizing such Guest Data, Property Specific Guest Data, Managed Facilities IP and/or Total Rewards Program, as Manager reasonably determines are appropriate to protect such information, and all in a Non-Discriminatory manner;

2.1.5.31 establish policies and procedures relating to problem Gaming, underage drinking, compliance with the Americans with Disabilities Act, diversity and inclusion and a whistleblower hotline which shall, in each case, comply in all material respects with Applicable Laws;

2.1.5.32 establish, in Consultation with Tenant, rates for the usage of all guest rooms and suites, including all (a) room rates for individuals and groups; (b) charges for room service, food and beverage; (c) charges for recreational and other hotel guest amenities at the Managed Facilities; (d) policies with respect to Complimentaries; (e) billing policies (including entering into agreements with credit card organizations); and (f) price and rate schedules; and

2.1.5.33 take any action necessary or ancillary to the responsibilities and authorities set forth above in this Section 2.1.5, it being acknowledged and agreed that the foregoing is not intended to be an exhaustive list of Manager's responsibilities or authorities.

## 2.2 Limitations on Manager Authority.

Notwithstanding the grant of authority given to Manager in Section 2.1, and without limiting any of the other circumstances under which Landlord's or Tenant's approval is specifically required under this Agreement, subject in all events to the Lease, in the event that, at the applicable time, (a) Manager is not a wholly owned subsidiary of CEC and (b) Tenant is not a Controlled Subsidiary of CEC, then at such time Manager shall not take any of the following actions without Tenant's prior written approval:

2.2.1 Settle any claim (a) regardless of the amount, admitting intentional misconduct or fraud or (b) arising out of the Operations of the Managed Facilities which involves an amount in excess of \$5,000,000 that is not fully covered (other than deductible amounts) by insurance or as to which the insurance denies coverage or "reserves rights" as to coverage; *provided* that the dollar amount specified in this Section 2.2.1 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.2 Execute, amend, modify, provide a written waiver of rights under or terminate (a) the Lease, (b) any ground lease with respect to the Leased Property, or (c) any contract, lease, equipment lease or other agreement (or a series of contracts, leases, equipment leases or other agreements relating to the same or similar property, equipment, goods or services, as applicable, in each case with the same or a related party) that (i)(x) is for a term of greater than three (3) years and (y) requires payment by Manager or Tenant in excess of \$5,000,000 in the aggregate for the term or (ii) requires aggregate annual payments by Manager or Tenant in excess of \$5,000,000, other than contracts, leases or other agreements which are specifically identified in the Annual Budget; *provided* that the dollar amount specified in this Section 2.2.2 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.3 Except as permitted by Section 5.5.3, borrow any money or incur indebtedness or issue any guaranty in respect of borrowed money, or issue any indemnity or surety obligation outside of the ordinary course of business, in the name and on behalf of Tenant;

2.2.4 Grant or create any lien or security interest on the Managed Facilities or any part thereof or interest therein; *provided* that the foregoing shall not be deemed to restrict Manager from incurring trade payables, ordinary course advances for travel, entertainment or relocation or granting credit or refunds to patrons for goods and services incurred in the ordinary course of business in the Operation of the Managed Facilities in accordance with this Agreement and Applicable Laws;

2.2.5 Sell or otherwise dispose of the Managed Facilities or any part thereof or interest therein, including FF&E and Managed Facilities IP, except for the sale of inventory and the disposal of obsolete or worn out or damaged items, each in the ordinary course of business or as contemplated in the Annual Budget or Capital Budget;

2.2.6 Commence any ROI Capital Improvements, except as directed by Tenant or as included in the Capital Budget, or commence any Building Capital Improvements, except in each case if required by the Lease or if required by the Operating Standard as determined hereunder;

2.2.7 Hire or replace individuals for the positions of Senior Executive Personnel;

2.2.8 Submit, settle, adjust or otherwise resolve any casualty insurance claim related to a Managed Facility involving losses or casualties in excess of \$5,000,000; *provided* that the amount specified in this Section 2.2.8 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.9 Confess any judgment, make any assignment for the benefit of creditors, admit an inability to pay debts as they become due in the ordinary course of business, file a voluntary bankruptcy or consent to any involuntary bankruptcy of any Party with respect to the Managed Facilities or Tenant;

2.2.10 Initiate or settle any real or personal property tax appeals or claims involving property of Tenant, unless directed by Tenant in writing;

2.2.11 Acquire any land or interest in land in the name of Tenant;

2.2.12 Consent to any Condemnation or Taking relating to the Managed Facilities;

2.2.13 File with any Governmental Authority any federal or state income tax return applicable to Tenant; or

2.2.14 Execute, amend, modify, provide written waiver of rights under or terminate any collective bargaining, recognition, neutrality or other material labor agreements solely involving the Managed Facilities Personnel; *provided* that with respect to the execution, amendment, modification, waiver of rights under or termination of any collective bargaining, recognition, neutrality or other material labor agreements which involve both Managed Facilities Personnel and other employees providing services at properties that are owned by or managed by Manager's Affiliates, the consent of Tenant shall be required, which consent shall not be unreasonably withheld, conditioned or delayed.

### 2.3 Other Operations of Manager and Tenant.

2.3.1 Without limiting Manager's obligation under Section 2.1.2, Tenant acknowledges that: (a) Tenant has selected Manager to Operate the Managed Facilities on behalf of Tenant in substantial part because of the other hotels, casinos, entertainment venues, dining establishments, spas and retail locations that are owned or operated by Manager and/or its Affiliates; (b) Tenant has determined, on an overall basis, that the benefits of operation as part of the Total Rewards Program are substantial, notwithstanding that the properties operating under the Brands and Managed Facilities IP may not all benefit equally from operation under the Brands and Managed Facilities IP; and (c) in certain respects all hotels, casinos, entertainment venues, dining establishments, spas and retail locations compete on a national, regional and local basis with other hotels and casinos and facilities, and that conflicts and competition may, from time to time, arise between the Managed Facilities, on the one hand, and Other Managed Facilities or Other Managed Resorts, on the other hand; *provided, however*, that nothing in this Section 2.3 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager agrees to at all times manage the Operation of the Managed Facilities in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.



2.3.2 Tenant and Manager each acknowledges and agrees that (i) Manager and its Affiliates own and operate many casino, hotel and other properties across the United States and internationally, some of which may be in competition with the Managed Facilities and (ii) neither Manager nor any Affiliate of Manager shall have any obligation to promote the value and profitability of the Managed Facilities at the expense of such other properties; *provided, however*, that nothing in this Section 2.3.2 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager shall at all times manage the Operation of the Managed Facilities in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care. Without limiting the preceding proviso in any manner, subject to the Omnibus Agreement, the Services Co LLC Agreement (including, without limitation, Section 7.8 thereof), Applicable Law and the Operating Limitations, Manager and its Affiliates shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Guest Data during the Term for its own account and for use at Manager's and its Affiliates' other owned and/or operated properties, and (subject to Section 7.2.2.3) retain and use such Guest Data for such purposes after expiration or termination of the Term; *provided* that the right of ownership and use of Property Specific Guest Data shall be governed by Section 7.2.2.2, (b) engage in commercially reasonable cross-marketing and cross-promotional activities with Manager's and its Affiliates' other owned and/or operated properties, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.2 shall survive the expiration or termination of this Agreement.

2.3.3 Manager acknowledges and agrees that Tenant and its Affiliates may acquire, develop, operate and manage properties and other facilities in other locations, some of which may be in competition with the Managed Facilities. Subject to Applicable Law, and without limitation of any other rights Tenant has to use Property Specific Guest Data or other Guest Data, Tenant shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Property Specific Guest Data during the Term for its own account and for use at its other properties, and (subject to Section 7.2.2.3) retain and use such Property Specific Guest Data after expiration or termination of the Term, (b) engage in cross-marketing and cross-promotional activities with Tenant's other properties in a manner that may be competitive to the Managed Facilities or Manager's and its Affiliates' other owned and/or operated facilities or operations, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.3 shall survive the expiration or termination of this Agreement.

#### 2.4 Term.

2.4.1 Term. The initial term (the "**Initial Term**") of this Agreement (the Initial Term, together with any Renewal Term, the "**Term**") shall commence on the date the Lease Initial Term under the Lease commences in accordance with its terms and shall expire on the date the Lease Initial Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. The Initial Term of this Agreement shall automatically extend (any such extension, a "**Renewal Term**") upon the commencement of any Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless

terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Any Renewal Term of this Agreement shall automatically further extend upon the commencement of any additional Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Upon the commencement of any Renewal Term, unless otherwise agreed by each of Manager, Tenant, Landlord and Lease Guarantor expressly in writing, this Agreement, and all terms, covenants and conditions set forth herein, shall be automatically extended to the expiration or earlier termination of such Renewal Term in accordance with the express terms of Section 16.2 of this Agreement.

2.4.2 No Other Early Termination. This Agreement may only be terminated prior to the expiration of the Term as provided in Article XVI. Notwithstanding any Applicable Law to the contrary, including principles of agency, fiduciary duties or operation of law, neither Tenant, Lease Guarantor, Landlord nor Manager shall be permitted to terminate this Agreement except in accordance with the express provisions of Article XVI of this Agreement.

2.4.3 Effect of Termination. Notwithstanding the expiration or termination of this Agreement pursuant to this Section 2.4 or otherwise, the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall not terminate or be released or reduced in any respect, except solely if and to the extent set forth in Section 17.3.5.

2.5 Lease. Manager acknowledges (x) receipt of a copy of the Lease and (y) that Manager has reviewed and is familiar with all of the provisions, terms and conditions thereof. The Parties agree that, to the extent any action or inaction of Manager authorized or permitted under this Agreement, including pursuant to Sections 2.1.5 and/or Section 2.2 hereof, would, if taken (or not taken, as applicable) by or on behalf of Tenant, violate or otherwise be prohibited by the Lease in any respect, the Lease shall govern and control, and, without limitation (subject to the final proviso of the penultimate sentence of this Section 2.5), Manager, in acting for or on behalf of Tenant, shall comply with the provisions, terms and conditions of the Lease applicable to such action or limitation. Without limiting the preceding sentence, the Parties each acknowledge and agree that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and, as between Tenant and Landlord, in the event of any inconsistency between the obligations of Tenant thereunder, on the one hand, and the provisions, terms and conditions of this Agreement, on the other hand, the Lease shall govern and control; *provided* that (subject to the final sentence of this Section 2.5) nothing in this Section 2.5 shall be construed to impose any liability on, or obligations of, Manager to Landlord. Notwithstanding the foregoing or anything otherwise contained in this Agreement, Manager agrees that it shall not take any action or omit to take any action on behalf of itself or on behalf of Tenant that (or was intended to) frustrate, vitiate or negate the provisions, terms and conditions of, or Tenant or Landlord's performance of, the Lease.

## ARTICLE III

### FEES AND EXPENSES

3.1 Centralized Services Charges. Centralized Services Charges will be paid by Tenant in accordance with Section 4.1.1.

3.2 Reimbursable Expenses. Tenant shall reimburse Manager for all Reimbursable Expenses incurred by Manager during the Term. The Reimbursable Expenses (a) may be withdrawn by Manager from the Operating Account to pay such Reimbursable Expenses when such amounts become due or (b) shall be due monthly in arrears for the immediately preceding month within fifteen (15) days of delivery to Tenant of the Monthly Reports for such month. If funds in the Bank Accounts are insufficient to pay such Reimbursable Expenses or if such withdrawal is otherwise restricted within the sixty (60) day period after such Reimbursable Expenses are due, such Reimbursable Expenses shall accrue interest in accordance with Section 3.3 and shall be withdrawn by Manager from the Operating Account as soon as funds are sufficient therefor. Any disputes regarding the Reimbursable Expenses shall be referred to the Expert for Expert Resolution pursuant to Article XVIII.

3.3 Interest. If any amount due by Tenant to Manager or its Affiliates or designees or by Manager to Tenant, in each case under this Agreement, is not paid within sixty (60) days after such payment is due, such amount shall bear interest from and after the respective due dates thereof until the date on which the amount is received in the bank account designated by the Party to which such amount is owed at an annual rate of interest equal to the lesser of (a) the prevailing lending rate of such Party's principal bank for working capital loans to such Party plus three percent (3%) and (b) the highest rate permitted by Applicable Law.

3.4 Payment of Fees and Expenses.

3.4.1 No Offset. All payments by Tenant or by Manager under this Agreement and all related agreements between Tenant, Manager or their respective Affiliates shall be made pursuant to independent covenants, and neither Tenant nor Manager shall set off any claim for damages or money due from either such Party or any of its Affiliates to the other, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement.

3.4.2 Place and Means of Payment. All fees and other amounts due to Manager or its Affiliates under this Agreement, including, without limitation Reimbursable Expenses, shall be paid to Manager in U.S. Dollars, in immediately available funds. Manager may pay such fees and other amounts owed to Manager or its Affiliates consistent with this Agreement and the Annual Budget directly from the Operating Account. In addition, Manager may require that any such payments to Manager hereunder be effected through electronic debit/credit transfer of funds programs specified by Manager from time to time, and Tenant agrees to execute such documents (including independent transfer authorizations), pay such fees and costs and do such things as Manager reasonably deems necessary to effect such transfers of funds.

3.5 Application of Payments. All payments by Tenant, or by Manager on behalf of Tenant, pursuant to this Agreement and all related agreements between Tenant and Manager shall be applied in the manner provided in this Agreement.

3.6 Sales and Use Taxes. Tenant shall pay to Manager an amount equal to any sales, use, commercial activity tax, gross receipts, value added, excise or similar taxes assessed against Manager by any Governmental Authority that are calculated on Reimbursable Expenses required to be paid by Tenant under this Agreement, other than income, gross receipts, franchise or similar taxes assessed against Manager on Manager's income. Tenant and Manager agree to cooperate in good faith to minimize the taxes assessed against Manager, Tenant and the Managed Facilities, including taxes assessed against Tenant in connection with paying Reimbursable Expenses directly to the applicable third-party vendor, so long as such actions are commercially reasonable and could not reasonably be expected to, and do not, result in an adverse impact in any material respect on Manager, Tenant or the Managed Facilities. In the event of any dispute regarding appropriate actions to be taken to minimize taxes assessed against Manager, Tenant and the Managed Facilities, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII.

## ARTICLE IV

### CENTRALIZED SERVICES

#### 4.1 Centralized Services.

4.1.1 Acknowledgement. The Parties acknowledge and agree that pursuant to the Omnibus Agreement and the Services Co LLC Agreement, Tenant and its Affiliates are entitled to and receive certain centralized managerial, administrative, supervisory and support services and products that are also generally provided to the Other Managed Facilities and Other Managed Resorts (collectively, the “**Centralized Services**”), including (without limitation): (a) services and products in the areas of marketing, risk management, information technology, legal, internal audit, accounting and accounts payable; (b) the Proprietary Information and Systems; and (c) the Total Rewards Program. The Centralized Services are provided by Services Co or an Affiliate thereof or, for some Centralized Services, by third parties (the “**Third-Party Centralized Services**”). The Parties acknowledge and agree that Tenant shall pay all amounts properly charged in a Non-Discriminatory manner to the Managed Facilities for the Managed Facilities' use of the Centralized Services (the “**Centralized Services Charges**”) in accordance with and pursuant to the terms of the Omnibus Agreement and the Services Co LLC Agreement, and shall comply with all Non-Discriminatory terms and requirements of such Centralized Services applicable to Tenant and the Managed Facilities. In addition, Tenant shall pay all Non-Discriminatory costs for the installation and maintenance of any equipment and Technology Systems at the Managed Facilities used by the Managed Facilities in connection with the Centralized Services. Manager shall not be responsible for the provision of any Centralized Services to the Managed Facilities or for the payment of any Centralized Services Charges or other expenses related to the provision of such Centralized Services.

4.1.2 Right to Pay for Centralized Services. Manager shall have the right (but not the obligation) to pay (directly or through an Affiliate) (a) a reasonable, Non-Discriminatory allocation of any amounts due to a third-party for any Third-Party Centralized Services provided by such third-party to the Managed Facilities, (b) any Non-Discriminatory Centralized Services Charges on behalf of Tenant that Tenant fails to pay in accordance with the Omnibus Agreement and the Services Co LLC Agreement and (c) other Non-Discriminatory expenses related to the provision of Centralized Services used by the Managed Facilities, in which case, notwithstanding anything to the contrary in this Agreement, such amounts shall be deemed to be Reimbursable Expenses for all purposes under this Agreement.

## ARTICLE V

### OPERATION OF THE MANAGED FACILITIES

#### 5.1 Annual Budget.

5.1.1 Proposed Annual Budget. On or before December 15 of each Operating Year, Manager shall prepare and deliver to Tenant, for its review and approval, a proposed operating plan and budget for the next Operating Year. All operating plans and budgets proposed by Manager shall be prepared in good faith in accordance with budgeting and planning procedures typically employed by CEC and shall be developed and implemented in accordance with the Manager's Standard of Care and the Operating Standard. Each operating plan and budget shall include monthly and annualized projections of each of the following items, as applicable, for the Managed Facilities:

5.1.1.1 results of operations, together with the following supporting data: (a) total labor costs, including both fixed and variable labor and (b) the Reimbursable Expenses;

5.1.1.2 a description of proposed Routine Capital Improvements, Building Capital Improvements and ROI Capital Improvements to be made during such Operating Year, including capitalized lease expenses, an itemization of the costs of such capital improvements (including a contingency line item) and proposed monthly funding for such costs, and project schedules to commence and complete such capital improvements (the "**Capital Budget**");

5.1.1.3 a statement of cash flow, including a schedule of any anticipated cash shortfalls or requirements for funding by Tenant;

5.1.1.4 a schedule of rent required under the Lease;

5.1.1.5 a schedule of debt service payments and reserves required under any Leasehold Financing Documents;

5.1.1.6 a marketing plan and budget for the activities to be undertaken by Manager pursuant to Article IX, including promotional activities and Promotional Allowances for the Managed Facilities;

5.1.1.7 a schedule of projected Centralized Services Charges provided by Tenant to Manager pursuant to the budgeting procedures contemplated by the Services Co LLC Agreement and the Omnibus Agreement; and

5.1.1.8 any other information or projections reasonably requested by Tenant to be included in the operating plan and budget from time to time.

5.1.2 Approval of Annual Budget. Tenant shall review the proposed operating plan and budget and shall provide Manager with its written approval of or any objections to such proposed operating plan and budget in writing, in reasonable detail, within forty-five (45) days after receipt of the proposed operating plan and budget from Manager; *provided* that any line items in the proposed operating plan and budget shall not be adopted and implemented by Manager until Tenant shall have approved or be deemed to have approved such operating plan and budget and/or any items therein in dispute shall have been determined pursuant to Section 5.1.3. Tenant shall be deemed to have approved that portion of any proposed operating plan and budget to which Tenant has not approved in writing or objected to in writing within such forty-five (45) day period. If Tenant objects to any portion of the proposed operating plan and budget to which it is entitled to object within such forty-five (45) day period, Tenant and Manager shall meet within twenty (20) days after Manager's receipt of Tenant's objections and discuss such objections, and then Manager shall submit written revisions to the proposed operating plan and budget after such discussion. Tenant and Manager shall use good faith efforts to reach an agreement on the operating plan and budget prior to January 1 of each Operating Year. The proposed operating plan and budget, as modified to reflect the revisions, if any, agreed to by Tenant and Manager pursuant to Section 5.1.3, shall become the "**Annual Budget**" for the next Operating Year. Tenant shall act reasonably and exercise prudent business judgment in approving of, or objecting to, all or any portion of any proposed operating plan and budget.

5.1.3 Resolution of Disputes for Annual Budget. If Tenant and Manager, despite their good faith efforts, are unable to reach final agreement on the proposed operating plan prior to January 1 of each Operating Year, or otherwise have a dispute regarding the Annual Budget as contemplated by this Section 5.1, those portions of such proposed operating plan that are not in dispute shall become effective on January 1 of such Operating Year and, pending Tenant's and Manager's resolution of such dispute, the prior year's Annual Budget shall govern the items in dispute, except that the budgeted expenses provided for such item(s) in the prior year's Annual Budget (or, if earlier, the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved) shall be increased by the percentage increase in the Index from January 1 of the prior Operating Year (or, if applicable, each additional Operating Year between the prior Operating Year and the Operating Year in which there became effective the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved). Upon the resolution of any such dispute by agreement of Tenant and

Manager, such resolution shall control as to such item(s). For purposes of clarity, all disputes regarding the Annual Budget shall be resolved (if at all) between Tenant and Manager directly and no such dispute shall subject to Expert Resolution through the procedures described in Article XVIII unless Tenant and Manager (each acting in its sole discretion) agree in writing at the time any such dispute arises to mutually submit the subject dispute to Expert Resolution under Article XVIII.

5.1.4 Operation in Accordance with Annual Budget. Manager shall use its commercially reasonable efforts to operate the Managed Facilities in accordance with the Annual Budget for the applicable Operating Year (subject, in the case of disputed items, to the provisions of Section 5.1.3). Nevertheless, Tenant and Manager acknowledge that preparation of the Annual Budgets is inherently inexact and that Manager may vary from any Annual Budget (a) to the extent Manager reasonably determines that such variance is required by any Leasehold Financing Document and/or the Lease, (b) in connection with the matters set forth in Section 5.1.5, or (c) by reallocating up to ten percent (10%) of any line item in such Annual Budget to any other line item without Tenant's prior approval. Other than as set forth in the preceding sentence, Manager shall not incur costs or expenses or make expenditures that would cause the total expenditures for the Operation of the Managed Facilities to exceed the aggregate amount of expenditures provided in the Annual Budget by more than five percent (5%) without Tenant's prior approval. Tenant acknowledges that the actual financial performance of the Managed Facilities during any Operating Year will likely vary from the projections contained in the Annual Budget for such Operating Year, and Manager shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Annual Budget or consistency of actual results with the operating plan.

5.1.5 Exceptions to Annual Budget. Notwithstanding Section 5.1.4, Tenant acknowledges and agrees as follows:

5.1.5.1 The amount of certain expenses provided for in the Annual Budget for any Operating Year will vary based on the occupancy, use and demand for goods and services provided at the Managed Facilities and, accordingly, to the extent that occupancy, use and demand for such goods and services for any Operating Year exceeds the occupancy, use and demand projected in the Annual Budget for such Operating Year, such Annual Budget shall be deemed to include corresponding increases in such variable expenses; *provided* that the percentage increase in the variable expense over budget shall not exceed the percentage increase in corresponding revenue over projections. To the extent that occupancy, use and demand for goods and services provided at the Managed Facilities for any Operating Year is less than the occupancy, use and demand projected in the Annual Budget for such Operating Year, Manager will make commercially reasonable adjustments to the Operation of the Managed Facilities in an effort to reduce such variable expenses;

5.1.5.2 The amount of certain expenses provided for in the Annual Budget for any Operating Year are not within the ability of Manager to control, including real estate and personal property taxes, applicable Gaming taxes, insurance premiums, utility rates, license and permit fees and certain charges provided for in contracts and leases entered into pursuant to this Agreement, and accordingly, Manager shall have the right to pay from the Operating Account the actual amount of such uncontrollable expenses without reference to the amounts provided for with respect thereto in the Annual Budget for such Operating Year (*provided* that Manager shall promptly provide Tenant with a reasonably detailed written explanation of all variances in excess of five percent (5%) between the budgeted and actual amounts of any such uncontrollable expenses);

5.1.5.3 If any expenditures are required on an emergency basis to (a) preserve or repair the Managed Facilities or other property or (b) avoid potential injury to persons or material damage to the Managed Facilities or other property, Manager shall have the right to make such expenditures, whether or not provided for, or within the amounts provided for, in the Annual Budget for the Operating Year in question, to the extent reasonably required to avoid or mitigate such injury or material damage; and

5.1.5.4 If any expenditures are required to comply with, or cure or prevent any violation of, any Applicable Law or the terms of the Lease, Manager shall, following written notice to Tenant (except in the case of emergency, in which case the provisions of Section 5.1.5.3 shall govern) have the right to make such expenditures, whether or not provided for or within the amounts provided for in the Annual Budget for the Operating Year in question, as may be necessary to comply with, or cure or prevent the violation of, such Applicable Law or the terms of the Lease.

5.1.6 Modification to Annual Budget. Manager shall have the right from time to time during each Operating Year to propose modifications to the Annual Budget then in effect based on actual operations during the elapsed portion of the applicable Operating Year and Manager's reasonable business judgment as to what will transpire during the remainder of such Operating Year. Modifications to such Annual Budget, if any, shall be subject to Tenant's prior written approval; *provided* that in no event shall Tenant have the right to withhold its approval to any material modifications on account of changes to costs of insurance premiums, operating supplies and equipment, charges provided for in contracts and leases entered into pursuant to this Agreement or other amounts that are not within Manager's or its Affiliates' ability to control (e.g., taxes, assessments, utilities, license or permit fees, inspection fees and any impositions imposed by any Governmental Authority).

5.1.7 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that (i) nothing in this Section 5.1 is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease and (ii) subject to the foregoing clause (i) and compliance with any requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Section 5.1 with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.



## 5.2 Maintenance and Repair; Capital Improvements.

5.2.1 Required Maintenance and Repair and Capital Improvements. Except as otherwise provided in this Section 5.2, Manager, at Tenant's expense, shall perform or cause to be performed all ordinary maintenance and repairs and all such Routine Capital Improvements and Building Capital Improvements: (a) as are necessary or advisable to keep the Managed Facilities in good working order and condition and in compliance with the Operating Standard (subject to the Annual Budget and Section 5.1.4) and Operating Limitations; and (b) without limiting the preceding clause (a), as Manager reasonably determines are necessary or advisable to comply with, and cure or prevent the violation of, any Applicable Laws or the provisions, terms and conditions of the Lease. Manager, at Tenant's expense, shall perform or cause to be performed all such Routine Capital Improvements and Building Capital Improvements as are provided in the Annual Budget or otherwise approved in writing by Tenant.

5.2.2 Discretionary Capital Improvements. Manager, at Tenant's expense, shall cause to be performed all ROI Capital Improvements approved by Tenant (in the Annual Budget or otherwise in writing in advance), and shall supervise such work and ensure that the performance of such work is undertaken in a manner reasonably calculated to avoid or minimize interference with the Operation of the Managed Facilities. Except as provided in the applicable Annual Budget or proposed by Manager and approved by Tenant, Tenant shall notify Manager of any ROI Capital Improvements proposed to be undertaken by Tenant and Manager may, within thirty (30) days after receipt of such notice, object to the undertaking of such ROI Capital Improvements based on Manager's reasonable determination that such ROI Capital Improvements will not be consistent with the Operating Standard (including, for the avoidance of doubt, that such ROI Capital Improvements would constitute a breach of the terms of the Lease) or will unreasonably interfere with the Operation of the Managed Facilities, including that such ROI Capital Improvements would unreasonably interfere with the Managed Facilities' operating performance and the ability of Manager to Operate the Managed Facilities in accordance with the Operating Standard (including the requirements of the Lease). Within fifteen (15) days after receipt of any notice from Manager alleging an objection with respect to any ROI Capital Improvement proposed by Tenant, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager within thirty (30) days after Tenant's response, the determination of whether such capital improvement does not, or when constructed will not, be consistent with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facilities shall be submitted to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that such capital improvement does not, or when constructed will not, comply with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facilities, Tenant shall promptly take such actions as the Expert shall require to bring such capital improvement into compliance with the

Operating Standard (including the requirements of the Lease) or to cause such capital improvement to not unreasonably interfere with the Operation of the Managed Facilities. For the avoidance of doubt and without limiting Section 2.5 in any manner, the Parties acknowledge that any determination made by an Expert under this Agreement shall be subject to Section 18.2.3 and, without limitation, to the extent Landlord believes any non-compliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

5.2.3 Remediation of Design or Construction Defect. If the design or construction of the Managed Facilities is defective, and the defective condition presents a risk of injury to persons or damage to the Managed Facilities or other property, or results in non-compliance with Applicable Law or the terms of the Lease, then Manager shall have the authority (subject to the terms of the Lease) to, at Tenant's expense, perform all work necessary to remedy such design or construction defect in the Managed Facilities. Tenant acknowledges that such work shall be performed at Tenant's expense and that Manager shall not use funds in the Operating Account in remedying such defects.

5.2.4 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that nothing in this Section 5.2 is intended, nor shall it be construed, to grant to Manager more authority over maintenance, repair and improvements of the Leased Property or any portion thereof than Tenant has under the Lease, or to require Manager to take actions in respect of the Leased Property or any portion thereof beyond Tenant's authority with respect thereto, it being understood that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease.

### 5.3 Personnel.

5.3.1 Manager Control. Manager shall manage and have sole and exclusive control of all aspects of the Managed Facilities' human resources functions as set forth in this Section 5.3.

5.3.2 Employment of Managed Facilities Personnel. All Managed Facilities Personnel shall be employees of Tenant or a subsidiary of Tenant, and Tenant shall bear all Managed Facilities Personnel Costs. Managed Facilities Personnel Costs shall be Operating Expenses. Tenant shall have no right to supervise, discharge or direct any Managed Facilities Personnel, except as otherwise set forth herein, and covenants and agrees not to attempt to so supervise, direct or discharge.

5.3.3 Senior Executive Personnel. Subject to Tenant's approval rights in Section 2.2.7, Manager shall, on Tenant's behalf, recruit, screen, appoint, hire, pay (from the Operating Account), train, supervise, instruct and direct the Senior Executive Personnel, and they, or other Managed Facilities Personnel to whom they may delegate such authority, shall, on Tenant's behalf: (a) recruit, screen, appoint, hire, train, supervise, instruct and direct all other Managed Facilities Personnel necessary or advisable for the Operation of the Managed Facilities; and (b) discipline, transfer, relocate, replace, terminate and discharge any Managed Facilities Personnel.

5.3.4 Terms of Employment. Subject to Tenant's approval rights under Section 2.2.7, all terms and conditions of employment, personnel policies and practices relating to the Managed Facilities Personnel shall be established, maintained and implemented by Manager in compliance with all Applicable Laws, on Tenant's behalf, including, but not limited to, Applicable Laws relating to the terms and conditions of employment, recruiting, screening, appointment, hiring, compensation, bonuses, severance, pension plans and other employee benefits, training, supervision, instruction, direction, discipline, transfer, relocation, replacement, termination and discharge of Managed Facilities Personnel. Manager shall process the payroll and benefits for Managed Facilities Personnel.

5.3.5 Corporate Personnel. All Corporate Personnel who travel to the Managed Facilities to perform technical assistance, participate in special projects or provide other services shall be permitted to reasonably utilize the services provided at the Managed Facilities (including food and beverage consumption), without charge to Manager or such Corporate Personnel, in accordance with the Manager's System Policies.

#### 5.4 Bank Accounts.

5.4.1 Administration of Bank Accounts. Manager shall establish and administer the bank accounts listed in this Section 5.4 (the "**Bank Accounts**") on Tenant's behalf at a bank or banks selected by Tenant and reasonably approved by Manager. All Bank Accounts shall (a) be established by Manager (or a designee of Manager), as agent for Tenant, in the name of CEOC (or a subsidiary of CEOC), (b) be owned by CEOC (or such subsidiary of CEOC) and (c) use the taxpayer identification number of CEOC (or such subsidiary of CEOC). The Bank Accounts shall be interest-bearing accounts if such accounts are reasonably available. The Bank Accounts may include:

5.4.1.1 one or more accounts for the purposes of depositing all funds received in the Operation of the Managed Facilities and paying all Operating Expenses (collectively, the "**Operating Account**");

5.4.1.2 one or more accounts into which amounts sufficient to cover all Managed Facilities Personnel Costs shall be deposited from time to time by Manager (by transfer of funds from the Operating Account);

5.4.1.3 a separate account for the purpose of depositing funds sufficient to pay all amounts due to Manager under this Agreement (by transfer of funds from the Operating Account) (the "**Management Account**"); and

5.4.1.4 such other accounts as Manager with Tenant's prior approval (or Tenant with Manager's approval (not to be unreasonably withheld)) deems necessary or desirable.

Notwithstanding anything to the contrary herein, the Operating Account may hold other funds, including CEOC funds attributable to the Managed Facilities, Other Managed Facilities and Other Managed Resorts; *provided* that Manager shall promptly reimburse Tenant for any direct loss to Tenant resulting from Manager's commingling of Tenant's funds in the Operating Account with funds of any Person that is not a Tenant or any use of Tenant's funds in the Operating Account in violation of this Agreement resulting from such comingling, other than at the direction or with the consent of Tenant.

All funds in the Bank Accounts shall be held in express trust for the benefit of CEOC and its subsidiaries and the funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant shall be disbursed on the terms and subject to the conditions of this Agreement, and Manager shall not commingle the funds associated with the Managed Facilities with those of any other Person or property (other than CEOC and subsidiaries of CEOC and their respective property). All funds of Tenant generated with respect to the Managed Facilities shall be held, at all times, in the Bank Accounts until such funds are paid in accordance with this Agreement and Manager shall not hold any such funds in any other manner. Notwithstanding anything herein to the contrary Manager shall comply with the escrow and reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or under any Landlord Financing Documents, to the extent compliance therewith by Tenant is required under the Lease; *provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or of any Landlord Financing.

#### 5.4.2 Authorized Signatories; Bank Account Information.

5.4.2.1 Manager's designees may be authorized to draw funds from the Bank Accounts and make deposits into the Bank Accounts during the Term; *provided, however*, that if any Manager Event of Default has occurred, or if Manager is in breach of Section 5.4.4, (i) Tenant shall be authorized to draw, disburse and retain funds as Manager would be so entitled under Section 5.4.4 (and such funds may only be used in accordance with Section 5.4.4) and (ii) if any Manager Event of Default has occurred, Manager shall cease having any further rights to draw on such Bank Accounts and a signature (electronic or otherwise) from Tenant shall be required for Manager to draw funds from the Bank Accounts. Manager shall establish reasonable controls to ensure accurate reporting of all transactions involving the Bank Accounts and as Manager, consistent with commercially reasonable business procedures and practices which are consistent with the size and nature of the operations at the Managed Facilities, reasonably deems necessary or advisable. For the avoidance of doubt, Tenant shall have the right to open, own and operate any other bank accounts (excluding the Bank Accounts) and with respect to such other bank accounts, Tenant shall have full authority to deposit, draw, disburse and retain funds and otherwise operate such bank accounts in its discretion without regard to this Section 5.4.

5.4.2.2 Manager shall (a) provide Tenant copies of bank statements with respect to the Bank Accounts, and (b) provide Tenant (1) weekly cash balance summaries with respect to each Bank Account and (2) such other information regarding the Bank Accounts as reasonably requested by Tenant from time to time.

5.4.3 Permitted Investments; Liability for Loss in Bank Accounts. Manager shall not invest funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant in the Bank Accounts, except as may be permitted under the Leasehold Financing Documents and as approved by Tenant. Tenant shall bear all losses suffered in any investment of funds into any such Bank Account, and Manager shall have no liability or responsibility for such losses, except to the extent due to a Manager Event of Default.

5.4.4 Disbursement of Funds to Tenant. All revenues from the operation of the Managed Facilities shall be deposited promptly by Manager in the Operating Account. Manager may, from time to time, draw or transfer funds from the Operating Account to pay Operating Expenses that are then due and payable or to reimburse CEC or any of its subsidiaries for Operating Expenses that have been paid by them. On or about the twenty fifth (25<sup>th</sup>) day of each calendar month (unless Tenant and Manager agree on different timing for such monthly disbursements), Manager shall disburse to Tenant, or as directed by Tenant, any funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant remaining in the Operating Account at the end of the immediately preceding month after payment, contribution or retention, as applicable, of the following, without duplication: (a) all amounts due and payable under the Lease as of the date of disbursement; (b) all Operating Expenses then due but which have not yet been paid as of the date of disbursement; (c) the amount of debt service accruals and payments due to Leasehold Lenders as of the date of disbursement (as provided in the most recently updated Monthly Debt Service Schedule); and (d) retention by Manager of an amount sufficient to cover (i) a reasonable reserve (as approved by Tenant in the Annual Budget or otherwise in writing in advance), (ii) any other amounts necessary to cure or prevent any violation of any Applicable Law or the Lease in accordance with this Agreement, and (iii) such other amounts as may be agreed to by Manager and Tenant from time to time. In the event Tenant disputes any decision by Manager to reserve and not disburse to Tenant funds pursuant to this Section 5.4.4, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII. Notwithstanding anything contained in this Section 5.4.4 or in any other part of this Agreement to the contrary and, for the avoidance of doubt, nothing contained herein shall be construed as subordinating or deferring any obligations of Tenant under the Lease to any Operating Expenses or any other claims.

5.4.5 Transfers Between Bank Accounts. Subject to compliance with any cash management, escrow, reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or any Landlord Financing Documents (to the extent compliance therewith by Tenant is required under the Lease), Manager has the authority to transfer funds from and between the Bank Accounts in order to pay (or reimburse CEC or its subsidiaries for) Operating Expenses, to pay debt service with respect to the Managed Facilities, to invest funds for the benefit of the Managed Facilities (to the extent permitted under this Agreement), to pay the rent and other amounts required under the Lease and for any other purpose consistent with the Annual Budget and good business practices; *provided that*, if any of the circumstances contemplated by the proviso in the first sentence of Section 5.4.2 has occurred and is

continuing, Manager shall not transfer funds allocable to the Managed Facilities from the Management Account without the co-signature (electronic or otherwise) of a representative of Tenant (and Tenant shall not unreasonably withhold, condition or delay such co-signature).

5.4.6 Monthly Debt Service Schedule. Whenever Tenant incurs indebtedness with respect to the Managed Facilities, Tenant shall provide Manager with a schedule of all principal and interest payments due with respect thereto and the method for calculating interest with respect to such indebtedness (as the same may be updated, the “**Monthly Debt Service Schedule**”).

5.5 Funds for Operation of the Managed Facilities.

5.5.1 Initial Working Capital. As of the Commencement Date, Tenant shall ensure that the available funds in the Operating Account (which may be attributable to the Managed Facilities, Other Managed Facilities and/or other resorts that are owned by CEOC or its subsidiaries) include at least Two Hundred Ninety-One Million, Five Hundred Twenty-Five Thousand Dollars (\$291,525,000) of cash.

5.5.2 Additional Funds. If Manager reasonably determines at any time during the Term that: (a) the available funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant in the Operating Account are insufficient to allow for the uninterrupted and efficient Operation of the Managed Facilities in accordance with this Agreement (including the Operating Standard) and the Lease, subject to the Operating Limitations, based on a ninety (90) day forward looking reference period as of such time; (b) the available funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant in the Operating Account are insufficient for the timely payment of amounts in any given month to be paid under Section 5.4.4; or (c) the available funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant in the Operating Account are insufficient for (i) Building Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant or (ii) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant, Manager shall notify Tenant of the existence and amount of the shortfall (a “**Funds Request**”) and shall provide a reasonably detailed explanation (including any relevant documentation related thereto) of the cause of such shortfall. Tenant shall be obligated to deposit into the Operating Account the amount requested by Manager in the Funds Request within fifteen (15) days after delivery of the Funds Request.

5.5.3 Failure to Provide Funds. If Tenant fails to deposit all or any portion of any amount requested in a Funds Request, Manager shall have the right (but not the obligation) to use or pledge Manager’s credit in paying, on Tenant’s behalf, (a) ordinary and customary Operating Expenses to the extent incurred in accordance with this Agreement, (b) Building Capital Improvements and Routine Capital Improvements to the extent incurred in accordance with this Agreement and the Lease and (c) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise

approved by Tenant, in which case Tenant shall pay for such goods or services when such payment is due. In addition, if Tenant fails to pay for such goods or services when such payment is due, then Manager shall have the right (but not the obligation) to pay for such goods or services, in which case Tenant shall reimburse Manager immediately upon demand by Manager (and Manager shall be entitled to reimburse itself from any available funds from the Operation of the Managed Facilities, including the Operating Account) for all such amounts advanced by Manager, together with interest thereon in accordance with Section 3.4. For the avoidance of doubt, neither Manager nor Tenant shall have the right or power to pledge Landlord's credit or property under any circumstances.

5.6 **Purchasing.** Manager and its Affiliates shall make or cause to be made available to the Managed Facilities, on a Non-Discriminatory basis, licensing or purchasing programs available to each of the Other Managed Facilities and each of the Other Managed Resorts (whether on a national, regional, mandatory, optional or other basis) (each, a "**Purchasing Program**"). Manager may elect, in its discretion, but subject to the terms of this Section 5.6, the Lease, Applicable Law and the Annual Budget, to license any games or purchase or lease any FF&E and Supplies for the Operation of the Managed Facilities from a Purchasing Program maintained by or for the benefit of Manager and/or its Affiliates; *provided* that (i) Manager shall ensure the prices and terms of the games, FF&E and Supplies to be licensed or purchased for the benefit of the Managed Facilities under such Purchasing Program (including with such modifications as provided below) are reasonably comparable to the prices and terms which would be charged by reputable and qualified unrelated third parties on an arm's length basis for similar games, FF&E and Supplies sold, leased or licensed to similar companies in the Gaming and hospitality industry, and may be grouped in reasonable categories rather than being compared item by item, and (ii) if multiple Purchasing Programs are available, Manager shall elect the applicable Purchasing Program it utilizes on a Non-Discriminatory basis. Manager and its Affiliates shall pass through any discounts, rebates or similar incentives received in connection with a Purchasing Program to the Managed Facilities on a Non-Discriminatory basis. Tenant acknowledges and agrees that Manager and its Affiliates shall have the right; *provided* that the same is implemented on a Non-Discriminatory basis, to (a) modify the fees, costs or terms of any such Purchasing Program, including adding games, FF&E and Supplies to, and, subject to Applicable Law, deleting games, FF&E and Supplies from, such Purchasing Program; (b) terminate all or any portion of any such Purchasing Program, from time to time, upon sixty (60) days' notice to Tenant; (c) subject to the obligation to pass through any such amounts as set forth in the immediately preceding sentence, receive commercially reasonable payments, fees, commissions or reimbursements from suppliers and third parties in respect of such purchases, leases or licenses; and (d) own or have investments in such suppliers.

5.7 **Managed Facilities Parking.** Subject to the terms of the Lease, Tenant shall use commercially reasonable efforts to cause to be available as part of the Managed Facilities (whether by expanding the Leased Property under the Lease (with Landlord's approval to the extent required under the Lease), or otherwise obtaining use of other areas) parking sufficient for the Operation of the Managed Facilities (it being acknowledged and agreed by Manager and Tenant that, as of the Commencement Date,

the parking facilities available to the Managed Facilities are sufficient for the Operation of the Managed Facilities). If parking for the Managed Facilities is not Operated as a part of the Managed Facilities, Manager shall have the right to approve the arrangements for such operation, including the identity of any third-party parking manager.

5.8 Use of Affiliates by Manager. In performing its obligations under this Agreement, Manager from time to time may use the services of one (1) or more of its Affiliates as permitted under this Agreement, so long as neither Tenant nor Landlord is prejudiced thereby. If an Affiliate of Manager performs services Manager is required to provide under this Agreement, such Affiliate and its employees must hold such licenses or qualifications as may be required by the Gaming Authorities in connection with the performance of such services, and Manager shall be ultimately responsible hereunder for its Affiliate's performance. Tenant shall bear no cost or expense for the Affiliate's services, other than as expressly set forth in Section 4.1.1 for Centralized Services Charges, Section 3.2 for Reimbursable Expenses, Section 5.6 for participation in Purchasing Programs, Section 5.11 for an Amenities Manager and Section 12.1.1 for the Insurance Program. Subject to any confidentiality or similar obligations in favor of third parties (for the avoidance of doubt, exclusive of Manager's Affiliates) and *provided* that the same are applied in a Non-Discriminatory manner to all Persons with whom Manager transacts similar business, Manager shall make available to Tenant such information as reasonably requested by Tenant to compare the cost or expense charged by the Affiliate with charges of an unaffiliated third party.

5.9 Limitation on Manager's Obligations.

5.9.1 General Limitations. Except as otherwise expressly provided in this Agreement, all costs and expenses of Operating the Managed Facilities shall be payable out of funds from the Operation of the Managed Facilities, or which are otherwise provided by Tenant (or otherwise borne by Services Co in accordance with the Services Co LLC Agreement and the Omnibus Agreement). In no event shall Manager be obligated to pledge or use its own credit or advance any of its own funds to pay any such costs or expenses for the Managed Facilities. Accordingly, notwithstanding anything to the contrary in this Agreement, Manager shall be relieved from its obligations to Operate the Managed Facilities in compliance with the Operating Standard and in accordance with this Agreement whenever and to the extent that Manager is prevented or restricted in any way from doing so by reason of: (a) the occurrence of a Force Majeure Event; (b) the Operating Limitations; (c) Tenant's breach of any material term of this Agreement at a time (x) following (i) the occurrence of a Leasehold Foreclosure with **MLSA Assumption** or (ii) the execution of a New Lease pursuant to Section 17.1(f) of the Lease and (y) when Tenant and Manager are not each an Affiliate of Lease Guarantor (a period when the circumstances described in the preceding clause (x) and clause (y) both exist is referred to herein as a "**Section 5.9.1(c) Period**"); (d) any limitation or restriction expressly set forth in this Agreement on Manager's authority or ability to expend funds in respect of the Managed Facilities; or (e) the lack of availability of sufficient funds generated by the Managed Facilities to Operate the Managed Facilities during a Section 5.9.1(c) Period, except to the extent caused by a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose);



*provided* that nothing in this Section 5.9.1 shall be deemed to relieve Manager of its obligation hereunder to Operate the Managed Facilities in a Non-Discriminatory manner regardless of the availability to Manager of sufficient funds to Operate the Managed Facilities (it being understood, however, for the avoidance of doubt, that Manager shall not be required to expend its own funds to Operate the Managed Facilities).

**5.9.2 Pre-Existing Conditions and External Events.** If any environmental, construction, personnel, real property-related or other problems arise at the Managed Facilities during the Term that: (a) relate to the Operation or condition of the Managed Facilities, or activities undertaken at the Managed Facilities or on the Leased Property, prior to the Term; (b) are caused by or arise from the actions of Landlord, Landlord's Affiliates, Tenant or Tenant's subsidiaries, or (c) are caused by or arise from sources not within the control of Manager and/or its Affiliates (including a Force Majeure Event), Manager's services under this Agreement shall not extend to management of any remediation, abatement or other correction of such problems, and Tenant (or Landlord, as applicable, if and to the extent so required pursuant to the Lease) shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement and correction of such problems (in each case, in accordance with the Lease and all Applicable Law), and shall take such actions in a timely manner with as little disturbance or interruption of the use and Operation of the Managed Facilities as reasonably practicable. Notwithstanding the foregoing, in the event such problems exist: (i) Manager will cooperate reasonably with Landlord and/or Tenant, as applicable, in connection with such remediation, abatement and correction efforts; and (ii) if there is a reasonable likelihood that such problems would cause criminal or civil liability to Manager, Tenant, or Landlord, injury to persons using the Managed Facilities or damage to the Managed Facilities, Tenant shall promptly remedy such problems and if Tenant fails to do so, Manager shall have the right to take all reasonably necessary steps to comply with any Applicable Law and/or the terms of the Lease, or to avoid criminal or civil liability to Manager, Tenant, or Landlord, or injury to Persons or property; *provided* that Manager shall give Landlord and Tenant reasonable prior written notice thereof.

**5.10 Third-Party Operated Areas.** Manager shall, in Consultation with Tenant, identify particular portions of the Managed Facilities, such as restaurants, bars, entertainment venues, spas, retail locations or such other portion of the Managed Facilities identified and agreed between Tenant and Manager ("**Third-Party Operated Areas**"), that shall be operated by third parties (the "**Third-Party Managers**") under a sublease, operating agreement, franchise agreement or similar agreement arranged by Manager and in the name of Tenant. Manager shall have the right, in Consultation with Tenant, to manage the process of selecting any Third-Party Managers. Any sublease, operating agreement, franchise agreement or similar agreement entered into with a Third-Party Manager shall (i) (a) be consistent with the terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facilities) and be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease; (b) require the Third-Party Managers to operate the Third-Party Operated Areas in accordance with the Lease, the Operating Standard and all other provisions, terms and conditions of this Agreement, subject to the Operating Limitations, and (c) require the Third-Party Managers and their employees and contractors, as applicable, to hold such license or qualification as may be required by the Gaming Authorities or Applicable Law and (ii) shall otherwise be subject to Tenant's prior review and approval.

5.11 Amenities. Manager shall have the right to propose to have an Affiliate of Manager (the “**Amenities Manager**”) operate one or more of the Third-Party Operated Areas. The arrangement with any Amenities Manager for the operation of any restaurants, bars, entertainment venues, spas, retail locations or other amenity as a part of the Managed Facilities shall be documented pursuant to a sublease or management agreement prepared by Manager and approved by Tenant which shall provide that the restaurant, bars, entertainment venue, spa, retail location or other amenity, as applicable, shall be (a) designed and constructed in all material respects in accordance with the Operating Standard, Design Guidance and any other standards reasonably required by Tenant and the Amenities Manager, and (b) operated in accordance with the Operating Standard and all other terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facilities), in each case subject to the Operating Limitations, and in accordance with, and subject to, Applicable Law. Any such arrangement shall be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease.

5.12 Modification of Operation of the Managed Facilities. Notwithstanding the provisions of Article IV and Article V of this Agreement or anything else to the contrary herein, the Parties acknowledge and agree that, subject to the consent of Landlord (but only to the extent such consent is required pursuant to the Lease), and subject to compliance with any applicable requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may agree in their reasonable discretion to modify, in a Non-Discriminatory manner, any such provisions of Article IV and Article V (except for Section 5.4.4, Section 5.9 and this Section 5.12) from time to time (*provided* that any such modification shall not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement) solely to reflect the operational requirements of the Managed Facilities and the Centralized Services as they exist from time to time and to otherwise, in a Non-Discriminatory manner, more efficiently operate and manage the Managed Facilities in accordance with the provisions, terms and conditions of this Agreement and perform the Parties’ obligations hereunder; *provided, however*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## ARTICLE VI

### APPROVALS

6.1 Gaming Licenses. The Parties agree that this Agreement and all other agreements contemplated herein shall be executed only after receipt of all required approvals and authorizations, if any, by all applicable Gaming Authorities. Tenant, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to make effective this Agreement as and if

required by Applicable Law and permit Tenant to make the payments required to be made to Manager under this Agreement and all related agreements; *provided* that Manager, at Manager's expense, during the Term shall maintain such license(s) or qualification(s) applicable to Manager as may be required by applicable Gaming Authorities. Manager shall have the right, at its expense, to participate in all phases of the approval or authorization process. The Parties shall cooperate in all such undertakings or dealings with Gaming Authorities, and Tenant shall provide reasonable notice to Manager (and, if Landlord is requested to attend, to Landlord) prior to all meetings with any Gaming Authority for such purpose. Each of Manager and Tenant covenants and agrees to use its best efforts to obtain and maintain all Approvals (other than such license(s) or qualification(s) applicable to the other Party) required to approve Manager to Operate the Managed Facilities and this Agreement.

## ARTICLE VII

### PROPRIETARY RIGHTS

#### 7.1 Managed Facilities IP.

7.1.1 Subject to, and solely in accordance with, the terms, conditions and provisions set forth in this Agreement, Caesars IP Holder and Tenant hereby grant to Manager (and Manager hereby accepts) a non-exclusive, royalty-free, fully-paid up, worldwide right and license to use, modify, distribute, copy/reproduce, publish, create derivative works of, and otherwise commercialize or exploit, the Managed Facilities IP as necessary to Operate, promote and market the Managed Facilities in accordance with the terms of this Agreement throughout the Term of this Agreement and during the Transition Period.

7.1.2 Any and all uses of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) by Manager shall be subject to the prior written consent of Caesars IP Holder or Tenant, or any of their respective designees, as applicable, such consent to be provided or withheld in Caesars IP Holder's, Tenant's or such designee's sole discretion; *provided, however*, that Caesars IP Holder and Tenant acknowledge and agree that (i) with respect to any uses consistent with the uses of the Trademarks as were in effect on or prior to the Commencement Date, or (ii) to the extent such uses by Manager are otherwise consistent with those uses of the Trademarks included in the Licensed IP (as defined in the Omnibus Agreement) that are permitted pursuant to the terms of the Omnibus Agreement, such uses (collectively, the "**Permitted Uses**") are in each case hereby deemed approved; *provided, further*, that consent required under this Section 7.1.2 shall be provided in a Non-Discriminatory manner. Caesars IP Holder, Tenant, or any of their respective designees, as applicable, shall have the sole and exclusive right to determine the form and manner of presentation of the applicable Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) in connection with the Operation of the Managed Facilities, including all uses of such Trademarks in marketing, sales, advertising and promotional materials of the Managed Facilities, any goods or services relating to the Managed Facilities and any signage for the Managed Facilities (subject, in each case, to the deemed approval of any Permitted Uses); *provided* that such determination shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.1.3 All rights not expressly granted hereunder are reserved by Caesars IP Holder or Tenant, as applicable. Notwithstanding that Manager shall use the Managed Facilities IP in connection with the Operation of the Managed Facilities, Manager acknowledges that, as between Caesars IP Holder or Tenant, on the one hand, and Manager, on the other hand, this use of the Managed Facilities IP shall not create in Manager's favor any proprietary right, title, or interest in or to any of the Managed Facilities IP, and all rights of ownership and control of the Managed Facilities IP shall (subject to Section 7.2.2.3) reside solely with Caesars IP Holder or Tenant, as applicable. If and to the extent Manager acquires any proprietary right, title or interest in or to any of the Managed Facilities IP, Manager hereby irrevocably assigns all such right, title and interest therein to Caesars IP Holder or Tenant, as applicable.

7.1.4 Manager acknowledges and agrees that the right to use the Managed Facilities IP in connection with the Operation, promotion and marketing of the Managed Facilities (a) excludes any right granted to Manager to apply to register or register any Trademarks, copyrights or domain names, in each case included in or that would be reasonably likely to cause confusion with any Trademark, copyright, or domain name included in the Managed Facilities IP, or seek any patents which cover any proprietary element of the Managed Facilities IP; (b) excludes any right of Manager to sublicense or subcontract or permit other Persons to use the Managed Facilities IP (including the production of branded products) without the prior written consent of Caesars IP Holder or Tenant or any of their respective designees, as applicable, subject, in each case, to the deemed approval for any Permitted Uses as set forth in Section 7.1.2, (c) excludes any right to initiate or control any cease and desist letters, litigations, arbitrations and other disputes, actions or proceedings with respect to actual or alleged third-party infringements, misappropriations or other violations of the Managed Facilities IP or claims concerning the Managed Facilities IP, including the right to settle disputes in connection therewith, and (d) does not permit Manager to acquire, or represent in any manner that Manager has acquired, in any manner any ownership rights in the Managed Facilities IP or any Trademarks that are confusingly similar to the Trademarks included in the Managed Facilities IP, including any Trademarks that comprise any Brands.

7.1.5 Manager acknowledges and agrees that all uses by Manager of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) and the goodwill created therein shall inure solely to the benefit of Caesars IP Holder or Tenant, as applicable. Manager will execute all documents reasonably requested by Caesars IP Holder or Tenant to evidence Caesars IP Holder's or Tenant's ownership rights in the Managed Facilities IP, as applicable, and Caesars IP Holder and/or Tenant, as applicable, will execute all documents reasonably requested by or on behalf of Manager to evidence Manager's right to use the Managed Facilities IP as set forth in this Agreement. Manager shall not, directly or indirectly, contest or aid others in contesting Caesars IP Holder's or Tenant's respective ownership of the Managed Facilities IP, or the validity, enforceability or registrability of the Managed Facilities IP.

Manager shall not, and shall cause its Affiliates not to, do anything which impairs Caesars IP Holder's or Tenant's ownership, or the validity, of their respective Managed Facilities IP. Each of Caesars IP Holder and Tenant shall not, directly or indirectly, contest or aid others in contesting, Manager's right to use the Managed Facilities IP as set forth in this Agreement.

7.1.6 Manager shall promptly notify Caesars IP Holder and Tenant in writing of (a) any alleged infringement, misappropriation or other violation of the Managed Facilities IP by another Person's actions, products or services, and (b) any other Claim concerning the Managed Facilities IP.

7.1.7 Manager shall promptly notify Landlord in writing of any action filed with any Governmental Authority against Manager, or to Manager's knowledge, against Caesars IP Holder or Tenant, alleging infringement, misappropriation, or other violation of any alleged material Intellectual Property right of any third party relating to or arising out of the use or registration of any material Managed Facilities IP over which Landlord has been granted a lien pursuant to the Lease or otherwise.

7.1.8 Manager acknowledges and agrees that any unauthorized use of the Managed Facilities IP by Manager may result in irreparable harm to Caesars IP Holder or Tenant, as applicable, for which remedies other than injunctive relief may be inadequate, and that Caesars IP Holder or Tenant, as applicable, may be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies.

7.2 Proprietary Information and Systems; Guest Data and Property Specific Guest Data.

7.2.1 Proprietary Information and Systems. Tenant acknowledges that, pursuant to the Omnibus Agreement, Services Co makes available to Manager the Proprietary Information and Systems, and that the use by Manager and ownership of such Proprietary Information and Systems shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.2.2 Guest Data and Property Specific Guest Data.

7.2.2.1 Tenant acknowledges that, pursuant to the Omnibus Agreement, Manager is granted a license to Guest Data, and that the use by Manager and ownership of such Guest Data shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event in a Non-Discriminatory manner.

7.2.2.2 Manager recognizes the right of ownership of Tenant and its Affiliates to all Property Specific Guest Data. Tenant agrees that throughout the Term, Manager or Manager's designees may host and retain Property Specific Guest Data, which may be collected and stored in systems implemented and managed by or on behalf of Manager or its Affiliates, including all Property Specific Guest Data gathered

by or on behalf of Manager or its Affiliates in connection with any casino player loyalty program card or successor player or guest rewards program. Tenant or one of its Affiliates shall own (jointly with Manager pursuant to Section 7.2.2.3) and be entitled to use any and all of the Property Specific Guest Data gathered by or on behalf of Manager or its Affiliates in connection with this Agreement, including through such programs.

7.2.2.3 Subject to Applicable Law, (i) Manager shall have and is hereby assigned by Tenant joint ownership (with no duty to account) to all Property Specific Guest Data and (ii) upon expiration or termination of this Agreement, Manager shall be permitted to retain (or, as necessary, to request and retain) a copy of each of the Property Specific Guest Data and the Guest Data; *provided* that Manager's use of Property Specific Guest Data and the Guest Data shall be subject to the limitations set forth in Section 2.3.2, and nothing contained herein shall be construed to limit in any manner (as between Manager and Tenant) Tenant's rights of ownership or use of Property Specific Guest Data either prior to or following expiration or termination of this Agreement.

7.2.2.4 Notwithstanding anything contained in this Agreement to the contrary, the use of the Property Specific Guest Data and the Guest Data by Manager and Tenant shall, in all events, be in accordance with the Operating Standard and in any event in a Non-Discriminatory manner, and shall further be subject to the limitations and restrictions set forth in any other agreement or other contract related thereto (including the Lease), this Agreement, Applicable Law, and this Section 7.2.2.

7.3 Assignment of Derivative Works. Manager hereby irrevocably assigns to Tenant or Caesars IP Holder, as applicable, all right, title and interest in and to any Intellectual Property (including any Property Specific Guest Data or Guest Data) that is created, developed or acquired from time to time by or on behalf of Manager and that is Derivative Work of any Managed Facilities IP.

7.4 Survival. Section 7.2 shall survive the expiration or termination of this Agreement.

## ARTICLE VIII

### CONFIDENTIALITY

8.1 Disclosure by Tenant. Tenant acknowledges (i) that Manager will provide certain Manager Confidential Information to Tenant in connection with the Operation of the Managed Facilities, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Tenant may receive certain Landlord Confidential Information in connection with the Managed Facilities, and that such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Tenant shall not, and shall cause its Affiliates not to, use Manager Confidential Information or Landlord Confidential Information in any other business or capacity, and Tenant acknowledges such use would constitute an unfair method of competition; (b) Tenant

shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants, existing and potential landlords and their lenders (including, to the extent required under the Lease, to Landlord and any Landlord's Lender), and existing and potential Leasehold Lenders and investors and potential purchasers (*provided* that such potential investor or purchaser is not a Tenant Competitor), but only on a reasonable "need to know" basis in connection with its interest in the Managed Facilities and subject to customary confidentiality protections (including under the Lease); (c) Tenant shall not make unauthorized copies of any portion of Manager Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Tenant shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential landlords (including Landlord and Landlord's Lenders (in respect of Manager Confidential Information)), Leasehold Lenders or investors or potential purchasers use, disclose or copy any Manager Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement, or take any other actions that Tenant is otherwise prohibited from taking under this Section 8.1. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.1 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Tenant (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Landlord, or disclosed to Tenant by a third party not subject to confidentiality obligations to either Manager or Landlord, as applicable, or developed by Tenant without use of Manager Confidential Information or Landlord Confidential Information. In the event that Tenant or any Person to which Tenant has disclosed Manager Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Landlord Confidential Information, Tenant shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Manager and/or Landlord, as applicable, and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.1; and (B) reasonably cooperate with Manager, Landlord and their respective Affiliates, at their expense, in any effort Manager, Landlord or any of their respective Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.1, Tenant shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager

Confidential Information or Landlord Confidential Information, as applicable, that Tenant is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Tenant shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential Leasehold Lenders and investors and potential purchasers in violation of this Section 8.1.

8.2 Disclosure by Manager. Manager acknowledges that (i) Tenant may from time to time provide certain Tenant Confidential Information to Manager in connection with the Operation of the Managed Facilities, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets and (ii) Manager may receive certain Landlord Confidential Information in connection with the Managed Facilities, and that such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Manager shall not, and shall cause its Affiliates not to, use Tenant Confidential Information or Landlord Confidential Information in any other business or capacity (other than any Tenant Confidential Information that Manager independently possesses in its capacity as a recipient of services from Services Co or the Guest Data that is licensed to Manager pursuant to the Omnibus Agreement), and Manager acknowledges such use would constitute an unfair method of competition; (b) Manager shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Tenant Confidential Information, the Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable "need to know" basis in connection with its Operation of the Managed Facilities and subject to customary confidentiality protections; (c) Manager shall not make unauthorized copies of any portion of Tenant Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Manager shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Tenant Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Manager is otherwise prohibited from taking under this Section 8.2. Notwithstanding the foregoing, the restrictions on the use and disclosure of Tenant Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.2 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Manager (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Landlord or Tenant or disclosed to Manager by a third party not subject to confidentiality obligations to either Landlord or Tenant, as applicable, or developed by Manager without use of Tenant Confidential Information or Landlord Confidential Information. In the event that



Manager or any Person to which Manager has disclosed either Tenant Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Tenant Confidential Information or Landlord Confidential Information, Manager shall and shall cause such Person to: (A) provide Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Tenant and/or Landlord, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.2; and (B) reasonably cooperate with Tenant, Landlord and their Affiliates, at their expense, in any effort Tenant, Landlord, as applicable, or any of their respective Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.2, Manager shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Tenant Confidential Information or Landlord Confidential Information that Manager is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Tenant Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Manager shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.2.

8.3 Disclosure by Landlord. Landlord acknowledges that (i) Landlord may receive certain Manager Confidential Information in connection with the Operation of the Managed Facilities, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Landlord may receive certain Tenant Confidential Information in connection with the Operation of the Managed Facilities, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Landlord shall not, and shall cause its Affiliates not to, use either Manager Confidential Information or Tenant Confidential Information in any other business or capacity, and Landlord acknowledges such use would constitute an unfair method of competition; (b) Landlord shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information or Tenant Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable “need to know” basis in connection with its ownership of the Managed Facilities and subject to customary confidentiality protections; (c) Landlord shall not make unauthorized copies of any portion of Manager Confidential Information or Tenant Confidential Information disclosed in written, electronic or other form; and (d) Landlord shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Manager Confidential

Information or Tenant Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Landlord is otherwise prohibited from taking under this Section 8.3. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Tenant Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.3 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Landlord (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Tenant or disclosed to Landlord by a third party not subject to confidentiality obligations to either Manager or Tenant, as applicable, or developed by Landlord without use of either Manager Confidential Information or Tenant Confidential Information. In the event that Landlord or any Person to which Landlord has disclosed either Manager Confidential Information or Tenant Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Tenant Confidential Information, Landlord shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information), with prompt notice, to the extent legally permissible, so that Manager and/or Tenant, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.3; and (B) reasonably cooperate with either Manager or Tenant, as applicable, and their Affiliates, at their expense, in any effort Manager or Tenant or any of its Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information) in its discretion waives compliance with the provisions of this Section 8.3, Landlord shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager Confidential Information or Tenant Confidential Information that Landlord is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Tenant Confidential Information so disclosed (to the extent available). Landlord shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.3.

**8.4 Public Statements.** Tenant and Manager shall cooperate with each other on all press releases and other public statements relating to the Managed Facilities and neither Tenant nor Manager shall issue any press release or other public statement relating to the Managed Facilities without the prior written approval of Tenant or Manager, as applicable, and receipt of any required approvals from any Governmental Authority, except for any public statement required under Applicable Law, which shall not require such approval and shall be governed by the final two sentences of this Section 8.4; *provided* that Manager and its Affiliates may, subject to Applicable Law,

make public statements and press releases regarding the Managed Facilities in connection with CEC's general business operations, in the Operation of the Managed Facilities or in the ordinary course of Manager's Operation of the Managed Facilities. With respect to any public statement required under Applicable Law made by Tenant, Tenant shall provide Manager and with respect to any public statement required under Applicable Law made by Manager, Manager shall provide Tenant, with a reasonable opportunity to review and comment upon any such statement prior to its issuance. In addition, Tenant and Manager may make reference to the Managed Facilities, this Agreement and such Party's business in connection with making Securities Exchange Commission filings, investor and lender reports and presentations, financing documents and offering materials.

#### 8.5 Cumulative Remedies.

8.5.1 Tenant acknowledges that any violation of the provisions of Section 8.1 or 8.4 would cause irreparable harm and injury to either Manager or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Manager or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.2 Manager acknowledges that any violation of the provisions of Section 8.2 or 8.4 would cause irreparable harm and injury to either Tenant or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Tenant or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.3 Landlord acknowledges that any violation of the provisions of Section 8.3 would cause irreparable harm and injury to either Manager or Tenant, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, such Manager or Tenant and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.4 The remedies provided in this Section 8.5 are cumulative and shall not exclude any other remedies to which a Party or its Affiliates may be entitled under this Agreement or Applicable Law, and the exercise of a remedy under this Section 8.5 shall not be deemed an election excluding any other remedy or any waiver thereof.

8.5.5 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties acknowledge and agree that nothing in this Article VIII is intended or shall be construed to, limit, vitiate or supersede the provisions, terms and conditions of Article XXIII of the Lease.

8.6 Survival. This Article VIII shall survive the expiration or termination of this Agreement.

## ARTICLE IX

### MARKETING

#### 9.1 Marketing.

9.1.1 Managed Facilities Marketing Program. In addition to the Managed Facilities' participation in any marketing program included as part of the Centralized Services, Manager shall develop and implement a specific marketing program for the Managed Facilities and each Managed Facility, which shall provide for the planning, publicity, internal communications, organizing and budgeting activities to be undertaken, and which may include the following: (a) production, distribution and placement of promotional materials relating to the Managed Facilities and each Managed Facility, including materials for the promotion of employee relations; (b) development and implementation of promotional offers or programs that benefit the Managed Facilities or any Managed Facility and are undertaken by Manager or by a group of hotels and casinos that includes any Managed Facility; (c) attendance of Managed Facilities Personnel at conferences, conventions, meetings, seminars and travel congresses; (d) selection of and guidance to advertising agency and public relations personnel; and (e) subject to Tenant's approval to the extent required herein, preparation and dissemination of news releases for national and international trade and consumer publications. Tenant shall not publish any advertising materials or otherwise implement any marketing, advertising or promotion program for any Managed Facility on its own, without Manager's prior written approval (not to be unreasonably withheld, conditioned, or delayed).

9.1.2 Development and Implementation. The development and implementation of the Managed Facilities' specific marketing program shall be effected substantially by Managed Facilities Personnel, with periodic assistance from Corporate Personnel with marketing and sales expertise. Except as may be included in the Centralized Services Charges, any such assistance provided by any Corporate Personnel shall be at no cost to Tenant or the Managed Facilities for such Corporate Personnel's time, but the reasonable Out-of-Pocket Expenses incurred by Manager or its Affiliates in connection with such assistance shall be Operating Expenses. Subject to the provisions of Section 5.1 relating to the Annual Budget, the Managed Facilities' specific marketing program shall be in accordance with the Operating Standard, and in any event shall be Non-Discriminatory, and comply with the sales, advertising and public relations policies and guidelines and corporate identity requirements established by Manager, for Other Managed Facilities and Other Managed Resorts, as such policies, guidelines and

requirements may be modified from time to time. Subject to the provisions of Section 5.1 relating to the Annual Budget, Manager shall have the right to engage a Person on behalf of Tenant to perform such marketing and public relations activities for the Managed Facilities pursuant to this Article IX.

9.1.3 Content. Manager shall have the right to create or obtain, or at the reasonable request of Manager, Tenant shall create or obtain and provide to Manager, updated photographs, descriptive content and other media, such as video and floor plans, of the Managed Facilities (collectively, “**Content**”) from time to time in accordance with Manager’s specifications for Content. As between Manager and Tenant, all ownership or license rights to original Content (including any Intellectual Property therein), created or procured by Manager or Tenant, shall vest in Tenant. Manager hereby assigns to Tenant or its applicable subsidiary all of Manager’s rights, title and interest in such Content. If Tenant obtains Content, Tenant shall ensure that any such Content includes usage rights for the benefit of Manager in connection with the operation of the Managed Facilities during the Term. Nothing in this Section 9.1.3 shall be interpreted to vest in Manager or Tenant any ownership or usage rights in any photographs, descriptive content, or other media or works of authorship owned by or licensed to Landlord.

## ARTICLE X

### BOOKS AND RECORDS

10.1 Maintenance of Books and Records. Manager shall keep and maintain, on an Operating Year basis in accordance with GAAP, accurate books, records and accounts reflecting all of the financial affairs, and all items of income and expense, in connection with the Operation of the Managed Facilities and otherwise in a manner consistent with the then existing policies and standards applicable to Other Managed Facilities and Other Managed Resorts and otherwise reasonably acceptable to Tenant. All books of account and other financial records of the Managed Facilities shall be available to Tenant, any Leasehold Lender and their respective agents, representatives and designees (subject to Section 8.1) at all reasonable times for examination, audit, inspection and copying; *provided* that Tenant shall bear all Out-Of-Pocket Expenses incurred by Manager or its Affiliates in connection with any such examination, audit, inspection or copying. All of the financial books and records of the Managed Facilities, including books of account and front office records shall be the property of Tenant. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have the right (not more than once per calendar year), at its expense, to or to cause its agents or auditors to carry out an independent audit or inspection of the books of accounts and records and/or any other information maintained by Manager or Services Co (or any of their respective Affiliates that are performing any of the services of Manager or Services Co described hereunder) with respect to the Managed Facilities (including, without limitation, all information, records and materials with respect to contracts and engagements entered into by Manager and/or Services Co with Affiliates and/or with respect to Centralized Service Charges and/or purchasing programs, which information shall include terms of all cost allocations between the Managed Facilities on the one hand and other hotel properties and casinos owned and/or managed by Manager and its Affiliates (or furnished Centralized Services

by Services Co or any Affiliate) and subject to the same agreements and/or purchasing programs on the other hand). In the event of any such audit or inspection, Manager shall promptly respond to any queries raised by any such auditors in relation to that audit and shall promptly make available to any such auditors any and all materials relevant to the management of the applicable Managed Facilities.

10.2 Monthly Financial Reports. Manager shall cause to be prepared and delivered to Tenant reasonably detailed unaudited monthly operating reports (the “**Monthly Reports**”) that reflect the operational results of the Managed Facilities for each month of each Operating Year. Manager shall deliver each Monthly Report to Tenant on or before the twenty fifth (25th) day of the month following the month (or partial month) to which such Monthly Report relates. At a minimum, the Monthly Reports shall include: (a) a balance sheet including current and prior month and prior year-end comparisons (to the extent applicable) and differences in reasonable detail; (b) an income and expense statement for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year); (c) a statement of cash flows for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year) in reasonable detail to allow Tenant to identify and ascertain sources and uses thereof; (d) a statement of account balances in each Bank Account; and (e) such other reports or information otherwise specified in this Agreement to be provided to Tenant on a monthly basis or as Tenant and Manager may reasonably agree from time to time. Notwithstanding anything to the contrary contained in this Section 10.2, Manager shall not be obligated to deliver a Monthly Report for the last month of each calendar quarter.

10.3 Tenant Financial Statements. Manager shall cause to be prepared and delivered to Tenant the financial statements and such other information, budgets, reports and certifications of Tenant required to be delivered by Tenant to Landlord pursuant to Section 23.1(b) of the Lease (other than, for the avoidance of doubt, Sections 23.1(b)(ii) and (iii) of the Lease, it being understood that the required deliveries under Sections 23.1(b)(ii) and (iii) of the Lease are addressed in the next paragraph), on or prior to the date of delivery required by such Section 23.1(b) of the Lease; *provided* that such financial statements shall be prepared in accordance with GAAP and shall otherwise conform to the requirements of “Financial Statements” as defined in the Lease.

With respect to annual financial statements required to be delivered by CEOC and CEC pursuant to Section 23.1(b)(ii) and (iii) of the Lease, respectively (the “**Certified Financial Statements**”), Manager shall cooperate in all respects with CEOC, CEC and the Designated Accountant in the preparation of and audit of such financial statements to the extent incorporating information regarding the Managed Facilities required to be delivered by Manager hereunder, including the delivery by Manager of any financial information generated by Manager pursuant to the terms of this Agreement and reasonably required by CEOC and CEC to prepare and the Designated Accountant to issue its report on such audited financial statements.

CEC acknowledges the obligations of Tenant with respect to financial statements and other information of CEC pursuant to Sections 23.1(b)(iii) and 23.2(b) of the Lease and agrees to provide its financial statements and other information in accordance with, and on or before the dates required in, Section 23.1(b)(iii) of the Lease (and to use its commercially reasonable efforts to provide such financial statements and other information to the extent required pursuant to Section 23.2(b) of the Lease and to permit the use of such financial statements and other information as contemplated thereunder (including, without limitation, commercially reasonable efforts in connection with the preparation and delivery of such management representation letters, comfort letters and consents of applicable certified independent auditors to inclusion of their reports in applicable financing disclosure documents, to the extent required to be delivered to Landlord pursuant to Section 23.2(b) of the Lease)).

10.4 Other Reports and Schedules. In addition to the financial statements and other information required to be delivered to Tenant hereunder, Manager shall cause to be prepared and delivered to Tenant any additional reports and schedules as Tenant and Manager may reasonably agree from time to time, and copies of such leases, contracts and documents as Tenant may reasonably request from time to time. Notwithstanding the foregoing, subject to Section 2.5 and to compliance with any requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Article X with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## ARTICLE XI

### ASSIGNMENTS

11.1 Assignment by Tenant. The Parties agree that:

11.1.1 Tenant Assignments Restricted. Except as otherwise expressly permitted in Article XIII or this Article XI, Tenant may not cause, permit or suffer an Assignment, in whole or in part, directly or indirectly, of any of Tenant's right, title or interest in and to (or of any of its obligations under) this Agreement without the prior express written consent of each of Manager, Lease Guarantor and Landlord. Any Change of Control of Tenant shall be deemed an Assignment for purposes of this Article XI (whether or not the same is deemed an assignment of the Lease pursuant to the provisions thereof) (it being understood that any Transfer of Ownership Interests in Tenant that does not constitute a Change of Control of Tenant shall not be deemed an Assignment). Any attempted Assignment (including any attempted deemed Assignment) in violation of the preceding portion of this Section 11.1.1 (whether or not permitted under the Lease) shall be void and of no force or effect and shall constitute an Event of Default by Tenant governed by the terms of Section 16.1 of this Agreement. Without limitation of any other notification requirements otherwise set forth in this Article XI, Tenant shall provide prompt written notice to Manager and Landlord of any proposed Assignment (excluding,

for the avoidance of doubt, the transactions described in Section 11.1.2.4), Transfer of Ownership Interests (other than pursuant to Section 11.1.2.3 or with respect to any Transfer of an Ownership Interest in CEC (unless constituting a Change of Control of CEC)), Change of Control or Foreclosure by Leasehold Lender, in each case both at the time of execution of any definitive agreement with respect thereto and at the time of the consummation of any such transaction.

11.1.2 Assignment by Tenant without Consent.

11.1.2.1 Notwithstanding the provisions of Section 11.1.1, Tenant (and/or Leasehold Lender under a Leasehold Financing) shall have the right, without Manager's or Lease Guarantor's or Landlord's consent, to effect or permit an Assignment (or deemed Assignment) of this Agreement by Tenant in connection with any applicable Lease Foreclosure Transaction that is made as expressly permitted by, and strictly in accordance with, Section 22.2(i) of the Lease; *provided* that the conditions described in Section 11.1.3 and all applicable provisions of the Lease are satisfied in connection with such Assignment or Transfer of Ownership Interests.

11.1.2.2 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit an Assignment of this Agreement to an Affiliate of Tenant or to CEC or an Affiliate of CEC; *provided* that the conditions described in Section 11.1.3 and any applicable provisions of the Lease are satisfied in connection with such Assignment.

11.1.2.3 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit a Transfer of Ownership Interests in Tenant to the extent such Transfer of Ownership Interests is expressly permitted by (and made in accordance with) Section 22.2(iii), Section 22.2(iv) or Section 22.2(v) of the Lease and any such other applicable provisions of the Lease.

11.1.2.4 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect entry into a Sublease or Booking (as each such term is defined in the Lease) that is expressly permitted by (and made in accordance with) Section 22.3 and Section 22.7, as applicable, of the Lease or a lien or other encumbrance expressly permitted by (and made in accordance with) Article XI or Article XVII of the Lease and/or Section 13.1.1 of this Agreement (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Agreement or any of the other Lease/MLSA Related Agreements).

11.1.2.5 Notwithstanding anything otherwise set forth in this Agreement, any Assignment (including any deemed Assignment) or any Transfer of Ownership Interests (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted) pursuant to this Section 11.1 or otherwise shall not result in the termination, release, reduction or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's



obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.1.3 Conditions to Assignment. Notwithstanding anything to the contrary in Section 11.1.2, all Assignments (including any deemed Assignment (it being understood, for the avoidance of doubt, however, that any Leasehold Foreclosure with MLSA Termination shall not be deemed an Assignment for purposes of this Section 11.1.3)) by Tenant (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted pursuant to this Section 11.1) (but excluding the transactions permitted by Section 11.1.2.3 and Section 11.1.2.4, so long as the applicable provisions of the Lease and/or Section 13.1.1 in respect of any such Assignments are satisfied) shall be subject to the following conditions:

11.1.3.1 Tenant (and/or the Leasehold Lender under the applicable Leasehold Financing in the case of a Leasehold Foreclosure with MLSA Assumption) shall provide written notice to Manager and Landlord at least thirty (30) days prior to the proposed Assignment (including any deemed Assignment), specifying in reasonable detail the nature of the Assignment and such additional information as Manager and/or Landlord may reasonably request in order to determine whether the proposed transferee or any controlling Persons (in the case of a Change of Control) (and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed transferee or such controlling Person) is a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, which notice shall be accompanied by the proposed forms of Tenant Assumption Agreement and Assignment Documents, if applicable;

11.1.3.2 In the case of a direct assignment or transfer of the Lease or Tenant's interest therein, (a) the assignor shall not be released from this Agreement unless the assignor is also released in accordance with the terms of the Lease, (b) the assignee or transferee shall assume the obligations of Tenant under this Agreement and shall agree in writing (in a form and substance reasonably approved by Manager and Landlord prior to the effectuation of such assignment or transfer) to be bound by this Agreement, the Lease and all other Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the Assignment (the "**Tenant Assumption Agreement**"), (c) Tenant shall provide Manager and Landlord with a copy of such Tenant Assumption Agreement, together with copies of all other documents effecting such Assignment (in a form reasonably approved by Manager and Landlord) (the "**Assignment Documents**"), within two (2) days following the date of the Assignment, and (d) upon the consummation of such Assignment, this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Tenant (as assumed by such assignee or transferee), Manager, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, unless and solely to the extent expressly provided otherwise in this Agreement or in such other Lease/MLSA Related Agreement;

11.1.3.3 The assignee or transferee shall have provided evidence reasonably satisfactory to Manager, Lease Guarantor and Landlord that, without limitation of the requirements of Section 11.1.3.2 hereinabove, (i) the assignee or transferee is a permitted assignee, transferee or equity holder (as the case may be) pursuant to the terms of the Lease and, in the case of a direct assignment or transfer of the Lease or Tenant's interest therein, shall have assumed all the rights and obligations of, and become (and, in the case of a Change of Control of Tenant, the controlling Persons shall cause Tenant to reaffirm all such rights and obligations of) Tenant under the Lease and this Agreement and all other Lease/MLSA Related Agreements to which Tenant is a party in accordance with their respective terms, concurrently with the effectiveness of the Tenant Assumption Agreement, (ii) such assignee or transferee (in the case of a direct assignment or transfer of the Lease or Tenant's interest therein) (and if not such a direct assignment or transfer, Tenant, following the effectuation of such assignment or transfer) shall directly or indirectly own or have at least the same rights to all personal property and other assets and properties (including, without limitation, rights under licenses and with respect to Intellectual Property) required to lease and operate the Managed Facilities as held by Tenant immediately prior to such assignment and in at least a manner sufficient to permit Manager to manage the Managed Facilities in accordance with this Agreement from and after such assignment, and (iii) such assignee or transferee shall have received all Gaming Licenses and all other licenses, approvals, permits and other rights (if any) required for such assignee or transferee to own an interest in or to be (as the case may be) Tenant under the Lease and Tenant under this Agreement, and to directly or indirectly own all the assets and properties required to be owned by it pursuant to the preceding clause (i);

11.1.3.4 Any and all applicable requirements of the Lease in connection with the proposed Assignment shall be satisfied in full; and

11.1.3.5 The assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Tenant's interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Tenant's knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person.

11.1.3.6 In connection with any Assignment (including any deemed Assignment) by Tenant or any Transfer of Ownership Interests in Tenant, the proposed assignee or transferee and all of the proposed assignee's or transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.2 Assignment by Manager. The Parties agree that:

11.2.1 Manager Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Manager may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Manager's right, title or interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interest in Manager, in each case without the express prior written consent of each of Tenant, Lease Guarantor and Landlord. Any Change of Control of Manager shall be deemed an Assignment by Manager for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interest in violation of the preceding portion of this Section 11.2.1 shall be void and of no force or effect and shall constitute an Event of Default by Manager governed by the terms of Section 16.1 of this Agreement.

11.2.2 Assignment by Manager without Consent. Notwithstanding the provisions of Section 11.2.1, Manager shall have the right, without Tenant's, Lease Guarantor's or Landlord's consent, to assign its right, title and interest in and to this Agreement to CEC (or, following a Substantial Transfer by CEC pursuant to Section 11.3.3, the successor Lease Guarantor) or any Affiliate of Manager that is directly or indirectly wholly owned by CEC (or such successor Lease Guarantor); *provided* that neither the proposed assignee nor any of its direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee and, to Manager's knowledge, any of its or their Affiliates, is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person; and *provided, further*, that (a) Manager shall provide written notice to Tenant and Landlord at least thirty (30) days prior to such proposed Assignment, specifying in reasonable detail the nature of the Assignment, and such additional information as Tenant and/or Landlord may reasonably request in order to determine whether the proposed assignee is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, together with a copy of the proposed Manager Assumption Document, (b) the assignee shall (x) assume the obligations of Manager under this Agreement (and under all other Lease/MLSA Related Agreements to which Manager is a party, if any) and (y) agree in each case in writing in form and substance reasonably approved by Tenant and Landlord prior to the effectuation of such Assignment, to be bound by this Agreement and all other Lease/MLSA Related Agreements to which Manager is a party, if any, from and after the date of such Assignment (the "**Manager Assumption Document**"), (c) Manager shall provide Tenant and Landlord with a copy of any executed Manager Assumption Document that is required under the preceding clause (y), together with copies of all other executed documents effecting such Assignment, within ten (10) days following the date of such Assignment, (d) this Agreement, all other Lease/MLSA Related Agreements and, without limitation, all obligations of Manager (as assumed by the assignee Manager), Tenant, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, (e) any and all applicable requirements of Article XXII of the Lease in connection with such Assignment shall be satisfied in full to the extent required thereunder and (f) the proposed assignee and all of the proposed assignee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.2.3 Permissible Transfers of Interest in Manager. Notwithstanding the provisions of Section 11.2.1, the Transfer of Ownership Interests in Manager shall be permitted, without Tenant's, Lease Guarantor's or Landlord's consent, to the extent (i) each such transfer is to CEC or any Affiliate of Manager that is directly or indirectly wholly owned by CEC and, after giving effect to each such transfer, Manager will continue to be directly or indirectly wholly owned by CEC or (ii) such transfer(s) comprise permissible Transfers of Ownership Interests in Lease Guarantor pursuant to Section 11.3.2 (provided that (x) neither the transferee nor its Affiliates constitute a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person and (y) the transferee and the transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable).

11.2.4 Effect of Assignment. Notwithstanding anything otherwise set forth in this Agreement, the Assignment by Manager (whether or not Tenant's, Lease Guarantor's or Landlord's consent is required or granted) or any Transfer of Ownership Interests pursuant to this Section 11.2 or otherwise shall not result in the termination, release or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3 Assignment by Lease Guarantor. The Parties agree that:

11.3.1 Lease Guarantor Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Lease Guarantor may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Lease Guarantor's right, title and interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interests in Lease Guarantor, in each case without the prior express written consent of Landlord. Any Change of Control of Lease Guarantor shall be deemed an Assignment by Lease Guarantor for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of the preceding portion of this Section 11.3.1 shall be void and of no force or effect and shall constitute an Event of Default by Lease Guarantor governed by the terms of Section 16.1.

11.3.2 Permissible Transfers of Interests in Lease Guarantor. Notwithstanding the provisions of Section 11.3.1 (and subject to Section 11.3.3), the Transfer of Ownership Interests in Lease Guarantor shall be permitted without Landlord's consent; *provided* that, if a Change of Control of Lease Guarantor will occur thereby, then such Transfer of Ownership Interests (or series of related Transfers of Ownership Interests) shall not be permitted unless (a) the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Managed Facilities and the Joliet Managed Facility, taken as a whole, will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Change of Control (it being agreed that Lease Guarantor shall give notice to Landlord of such Change of Control in accordance with clause (b) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply); (b) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days prior to such proposed transaction(s), specifying in reasonable detail the nature of such transaction(s), (c) Manager shall continue to manage the Managed Facilities pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), (d) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor, Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect, and (e) all applicable requirements of Article XXII of the Lease in connection with such proposed transaction(s) shall be satisfied in full. For the avoidance of doubt, (i) in the case of a Change of Control of CEC, CEC shall remain Lease Guarantor, and (ii) without limitation of the preceding sentence, in all events, all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3.3 Assignment by Lease Guarantor without Consent. Notwithstanding the provisions of Section 11.3.1, Lease Guarantor shall have the right, without Landlord's consent, to effect an Assignment of this Agreement in connection with a Substantial Transfer by CEC; *provided* that (a) the Board of Directors of Lease Guarantor shall have determined that the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Managed Facilities and the Joliet Managed Facility, taken as a whole, will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Assignment (it being agreed that Lease Guarantor shall give notice to Landlord of such proposed Assignment in accordance with clause (c) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply), (b) the Board of Directors of Lease Guarantor shall have determined that, following the occurrence of such Substantial Transfer, the successor Lease Guarantor shall be sufficiently creditworthy, and shall have sufficient wherewithal and ability, so as to be able to assume and satisfy all obligations of Lease Guarantor in respect of the Lease Guaranty, (c) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days

prior to the proposed Assignment, specifying in reasonable detail the nature of the Assignment, (d) (i) the assignee or transferee shall be the owner, directly or indirectly, of all of the direct and indirect assets of CEC (other than assets that are, in the aggregate, *de minimis*) and (ii) the assignee or transferee shall assume the obligations of Lease Guarantor under this Agreement (and all applicable Lease/MLSA Related Agreements) and shall agree in an agreement in a form reasonably acceptable to Landlord and Tenant to be bound by this Agreement (and all applicable Lease/MLSA Related Agreements) from and after the date of the Assignment (the “**Lease Guarantor Assumption Agreement**”) (a copy of any proposed Lease Guarantor Assumption Agreement shall be furnished to Landlord for review and approval no less than thirty (30) days prior to the proposed effectuation thereof), and Lease Guarantor shall provide Landlord and Tenant with a copy of such agreement, together with copies of all other documents effecting such Assignment, within ten (10) days following the date of such Assignment, (e) Manager shall continue to manage the Managed Facilities pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), and (f) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor (as assumed by the assignee Lease Guarantor), Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect.

#### 11.4 Assignment by Landlord.

11.4.1.1 General. The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, any successor or permitted assignee of Landlord under the Lease; *provided* that the assignee shall assume the obligations of Landlord under this Agreement and shall agree in writing in a form reasonably acceptable to Tenant, Manager and Lease Guarantor to be bound by this Agreement from and after the date of the Assignment. To the extent Landlord is required, pursuant to the Lease, to notify Tenant of any Change of Control or other Assignment of Landlord, Landlord shall give concurrent notice thereof to Manager and Lease Guarantor (and, in all events, Landlord shall give notice to all Parties hereto of any proposed name change of Landlord, or any proposed direct transfer of the Leased Property not later than thirty (30) days prior thereto). Any Change of Control or other Assignment of Landlord shall not be permitted unless (a) any and all applicable requirements of the Lease in connection with such proposed Assignment shall be satisfied in full, (b) the assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Landlord’s interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Landlord’s knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Tenant Prohibited Person, and (c) the proposed assignee or transferee and all of the proposed assignee’s or transferee’s officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable. Notwithstanding the foregoing, in the event a portion of the Leased Property

is sold by Landlord pursuant to the terms of the Lease and such portion of the Leased Property ceases to be subject to the terms of the Lease and, in connection therewith, the Parties enter into a new Severed Lease with respect to the applicable successor landlord as contemplated by Section 16.4 of this Agreement, then in such event the successor landlord shall not become a party to this Agreement pursuant to this Section 11.4 and in lieu thereof (i) this Agreement shall terminate with respect to such portion of the Leased Property so disposed and (ii) such successor landlord shall instead enter into a new Severed MLSA with the Parties pursuant to and to the extent contemplated by Section 16.4 of this Agreement.

11.4.1.2 Assignments to Tenant Competitor. In the event that, and so long as, Landlord with respect to any Leased Property is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

(i) Neither Tenant nor Manager shall be required to deliver any information required to be delivered to Landlord pursuant to this Agreement to the extent the same would give Landlord a “competitive” advantage with respect to markets in which Landlord and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant’s or Manager’s, as applicable, compliance with the terms of this Agreement) (and Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information); *provided* that appropriate measures are in place to ensure that only Landlord’s auditors (which for this purpose shall be a “big four” firm designated by Landlord) and attorneys (as reasonably approved by Tenant or Manager, as applicable) (and not Landlord or any Affiliates (as defined in the Lease) of Landlord or any direct or indirect parent company of Landlord or any Affiliate (as defined in the Lease) of Landlord) are provided access to such information, or to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(ii) Without limitation of the other provisions of Section 2.1.4, Landlord’s consent shall not be required under clause (b) of Section 2.1.4.

(iii) With respect to all consent, approval and decision-making rights granted to Landlord under this Agreement relating to competitively sensitive matters pertaining to the management, use or operation of the Managed Facilities (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Agreement), Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from Landlord’s management or Board of Directors. Any dispute over whether a particular decision shall be determined by such independent committee shall be resolved pursuant to Section 34.2 of the Lease.

The Parties (other than Landlord) hereby acknowledge and agree that (x) as of the date hereof, Joliet Partner is a minority interest holder in the Joliet Landlord and does not Control the Joliet Landlord; and (y) for so long as the circumstances in clause (x) continue and Joliet Partner continues to own no more than twenty percent (20%) of the interest in the Joliet Landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

11.5 Acknowledgement of Assignment. The Parties agree that, notwithstanding anything to the contrary contained herein, with respect to any proposed Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests requiring consent under this Article XI, the proposed transferring Party shall, in addition to (and without limitation of) any applicable notification requirements otherwise set forth in this Article XI, prior to effectuating any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, reasonably promptly following the request of any one or more of the non-assigning Parties, provide a written acknowledgement to such requesting non-assigning Party(ies) confirming that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI and is permitted hereunder and such acknowledgment shall be accompanied by the provision of such information (to the extent in the proposed transferring Party's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith) as may reasonably be necessary to demonstrate to each such requesting Party's satisfaction that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI.

11.6 Approvals. The Parties agree that, to the extent necessary, all Assignments (including deemed Assignments) or Transfer of Ownership Interests will be subject to the requirements of the Gaming Authorities, which may include prior approval of such Assignments (including any deemed Assignment) or Transfer of Ownership Interests, and any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of such requirements shall be void and of no force or effect.

11.7 Merger of CEOC. The Parties acknowledge that, immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, each of Landlord, Manager and Lease Guarantor consents to such merger.

## ARTICLE XII

### INSURANCE, BONDING AND INDEMNIFICATION

#### 12.1 Tenant Insurance and Bonding Requirements.

##### 12.1.1 Insurance Policies and Bonding Requirements.

12.1.1.1 Manager, at Tenant's expense (except to the extent such expenses are expressly classified as Operating Expenses), in accordance with the Annual Budget, shall procure and maintain all insurance policies required under Article XIII of the Lease (the "**Lease Insurance Requirements**").



12.1.1.2 Manager, at Tenant's expense, in accordance with the Annual Budget, shall have the power and authority to procure and deliver to the applicable Gaming Authorities all bonding instruments required by the States where the Managed Facilities are located.

12.1.2 Evidence of Insurance. Tenant (for insurance policies obtained by Tenant through third-party insurers) shall provide to Manager and Manager (for insurance policies obtained by Manager through the Insurance Program or other vendors) shall provide to Tenant certificates or other reasonably satisfactory insurance evidence confirming that the insurance policies comply with the Insurance Requirements. In addition, upon a Tenant's or Manager's request, the other Party promptly shall provide to the requesting Party a schedule of insurance obtained by such Party, listing the insurance policy numbers, the names of the insurers, the names of the Persons insured, the amounts of coverage, the expiration dates and the risks covered thereunder.

12.1.3 Payment of Premiums. For all insurance policies contemplated by this Section 12.1, Manager shall have the right to pay premiums using funds from the Operating Account. For the avoidance of doubt, any additional insurance policies obtained by Tenant or Manager that are not contemplated by this Section 12.1 or otherwise approved by Tenant and Manager, shall not be funded from the Operating Account.

12.1.4 Investigation of Claims and Reports. Manager shall promptly investigate and, as soon as reasonably practicable, make a full written report to Tenant regarding all material accidents or claims for material damage relating to the ownership, operation and maintenance of the Managed Facilities and the estimated liability or cost of repair thereof, and shall prepare, for the approval of Tenant, any and all reports required by any insurance carrier in connection therewith.

12.1.5 Reliance on Tenant's Advisors. Tenant acknowledges that neither Manager nor any insurance broker that Manager or its Affiliates may retain makes any representation, warranty or guaranty whatsoever regarding: (a) the advisability or sufficiency of the insurance required or obtained under this Agreement; (b) whether the insurance made available under the Insurance Program maintained by Manager or its Affiliates is sufficient to protect Tenant, the Managed Facilities and its Operations against all liability, damage, loss, cost or expense that might be incurred; or (c) any other insurance that Tenant should consider for the protection of Tenant, the Managed Facilities and its Operations, and Tenant agrees to rely exclusively on its own insurance advisors with respect to all insurance matters.

12.1.6 Relationship to Lease. Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that nothing contained in this Agreement, including this Article XII and Article XIV hereof, is intended or shall be construed to limit, vitiate or supersede the Lease Insurance Requirements. No

modification may be made to the Lease Insurance Requirements except in accordance with the provisions, terms and conditions of the Lease. Without limitation of the preceding portion of this Section 12.1.6, Section 2.5 or Section 18.2.3 in any manner, and for the avoidance of doubt, the Parties acknowledge that any determination made by an Expert with respect to any dispute under Section 12.1.5 shall not modify the Lease Insurance Requirements and without limitation, to the extent Landlord believes any noncompliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

12.2 Waiver of Liability. SOLELY AS BETWEEN TENANT AND MANAGER, AS LONG AS A PARTY AND ANY AFFILIATES REQUESTED BY SUCH PARTY ARE A NAMED INSURED OR ADDITIONAL INSURED UNDER THE OTHER PARTY'S INSURANCE POLICIES, OR THE POLICIES OTHERWISE PERMIT IF SUCH PARTY OR ITS AFFILIATES ARE NOT SO NAMED, SUCH PARTY HEREBY RELEASES THE OTHER PARTY, AND ITS AFFILIATES, AND ITS AND THEIR TRUSTEES, BENEFICIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, FROM ANY AND ALL LIABILITY FOR MONETARY RELIEF, DAMAGE, LOSS, COST OR EXPENSE INCURRED BY THE RELEASING PARTY, WHETHER OR NOT DUE TO THE NEGLIGENT OR OTHER ACTS OR OMISSIONS OF THE PERSONS SO RELEASED TO THE EXTENT SUCH LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS COVERED BY THE INSURANCE POLICIES OF THE RELEASING PARTY, BUT (OTHER THAN AS PROVIDED IN ARTICLE XIV) ONLY TO THE EXTENT OF INSURANCE PROCEEDS RECEIVED. FOR AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE THAT THE PRECEDING PORTION OF THIS SECTION 12.2 SHALL NOT BE DEEMED TO VITIATE OR SUPERSEDE ANY OBLIGATIONS OF (x) LEASE GUARANTOR IN RESPECT OF THE GUARANTEED OBLIGATIONS OR OTHERWISE HEREUNDER AND/OR (y) TENANT UNDER THE LEASE, IN EACH CASE IN ACCORDANCE WITH THE TERMS HEREOF AND THEREOF.

12.3 Indemnification.

12.3.1 Indemnification by Tenant. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Tenant shall defend, indemnify and hold harmless Manager and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the "**Manager Indemnified Parties**") for, from and against any and all Claims, other than Claims that are within the scope of Manager's indemnification pursuant to Section 12.3.2. Nothing in this Section 12.3 shall be deemed to limit Tenant's right to pursue its contractual damage remedies against Manager with respect to amounts paid by Tenant to one (1) or more other Persons in connection with any Claim caused by an Event of Default by Manager (it being further understood that the provisions of this Section 12.3 shall not be deemed to modify the provisions of Section 16.1 regarding the establishment of an Event of Default by Manager, including any provisions of Section 16.1 regarding notice of cure of any default that would, with the giving of notice or the passage of time, become an Event of Default). Manager shall promptly provide Tenant with written notice of any Claim that is reasonably likely to result in any indemnification by Tenant.

12.3.2 Indemnification by Manager. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Manager shall defend, indemnify and hold harmless Tenant and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Tenant Indemnified Parties**”) for, from and against any and all (a) Claims that any Tenant Indemnified Party or Parties may incur, become responsible for or pay out to the extent caused by the gross negligence or willful misconduct of Manager and (b) any uninsured loss incurred by Tenant due to the commission by any Senior Executive Personnel or Corporate Personnel of any act of fraud, embezzlement, misappropriation or similar act of malfeasance with respect to the Managed Facilities.

12.3.3 Insurance Coverage. Notwithstanding anything to the contrary in this Section 12.3, Tenant and Manager shall look first to the appropriate insurance coverages in effect pursuant to this Agreement prior to seeking indemnification under this Section 12.3 in the event any claim or liability occurs as a result of injury to persons or damage to property, regardless of the cause of such claim or liability; *provided* that if the insurance carrier denies coverage or “reserves rights” as to coverage, then the Indemnified Parties shall have the right to seek indemnification, without first looking to such insurance coverage. In addition, nothing contained in this Section 12.3 shall in any way affect the releases set forth in Section 12.2.

12.3.4 Indemnification Procedures. The Indemnifying Party shall have the right to assume the defense of any Claim with respect to which the Indemnified Party is entitled to indemnification hereunder. If the Indemnifying Party assumes such defense, (a) such defense shall be conducted by counsel selected by the Indemnifying Party and approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed (*provided* that the Indemnified Party’s approval shall not be required with respect to counsel designated by the Indemnifying Party’s insurer); (b) so long as the Indemnifying Party is conducting such defense with reasonable diligence, the Indemnifying Party shall have the right to control said defense and shall not be required to pay the fees or disbursements of any counsel engaged by the Indemnified Party except if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such Claim or defense; and (c) the Indemnifying Party shall have the right, without the consent of the Indemnified Party, to settle such Claim, but only if such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally released from all liability in respect of such Claim. The Indemnified Party shall have the right to participate in the defense of such Claim being defended by the Indemnifying Party at the expense of the Indemnified Party, but the Indemnifying Party shall have the right to control such defense (other than in the event of a material conflict of interest between the parties with respect to such Claim or defense). In no event shall the Indemnified Party (A) settle any Claim without the consent of the Indemnifying Party so long as the Indemnifying Party is conducting the defense thereof in accordance with this Agreement or (B) if a Claim is covered by the Indemnifying Party’s insurance, knowingly take or omit to take any action that would cause the insurer not to defend such Claim or to disclaim liability in respect thereof.

## ARTICLE XIII

### LEASEHOLD FINANCING

13.1 Leasehold Mortgages; Collateral Assignments; Non-Disturbance; Leasehold Foreclosure. The Parties agree that:

13.1.1 Leasehold Financing. Subject to Article XI hereof and the applicable provisions of the Lease, including Article XVII and Article XXII of the Lease, Tenant shall have the right to grant, in respect of Tenant's leasehold estate under the Lease, other property of Tenant and/or any direct or indirect Ownership Interests in Tenant, a Leasehold Mortgage or Security Interest to a Leasehold Lender in connection with any Leasehold Financing, and to assign to any Leasehold Lender as collateral security for any Leasehold Financing, all of Tenant's right, title and interest in and to this Agreement. Promptly following execution of any such Leasehold Financing Documents, Tenant shall provide Manager and Lease Guarantor a true and complete copy of all such Leasehold Financing Documents.

13.1.2 Foreclosure by Leasehold Lender. If any Leasehold Financing is secured by a valid and enforceable lien on the leasehold estate under the Lease or on the direct or indirect Ownership Interests in Tenant, whether by mortgage, equity pledge or otherwise, and there is any proposed Foreclosure by Leasehold Lender thereunder, such Leasehold Lender shall, in connection with and as a condition precedent to consummating any Foreclosure by Leasehold Lender, irrevocably elect, by written notice to Tenant and Lease Guarantor (with a copy to Landlord and Manager), one (and only one) of the following:

(a) Leasehold Foreclosure with MLSA Termination Election: to terminate this Agreement and, in connection with such termination, to comply in all respects with all applicable provisions of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) thereof, and, without limitation, to cause (x) a replacement lease guarantor that is a Qualified Replacement Guarantor (as defined in the Lease) to provide a Replacement Guaranty (as defined in the Lease) of the Lease and (y) the Managed Facilities to be managed pursuant to a Replacement Management Agreement (as defined in the Lease) by a Qualified Replacement Manager (as defined in the Lease) or another manager that is otherwise permitted by Section 22.2(i)(1)(A)(z) of the Lease, in each case in accordance with Section 22.2(i)(1)(A) of the Lease (and the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall be determined as set forth in Section 17.3.5.2); or

(b) Leasehold Foreclosure with MLSA Assumption Election: to retain Manager (or any replacement manager appointed in accordance with Section 16.5.2 following a Termination for Cause in accordance with this Agreement) as manager of the Managed Facilities pursuant to the terms of this Agreement (or a replacement management agreement previously approved in writing by Landlord) and, in connection therewith, to comply in all respects with all applicable provisions of the Lease, including Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of the Lease, and, without limitation, to keep this Agreement (or such replacement management agreement previously approved in writing by Landlord) in full force and effect in accordance with its terms (and the Lease will continue to be guaranteed by Lease Guarantor in accordance with the terms of this Agreement (including Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof) and all of Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect).

With respect to any Leasehold Foreclosure with MLSA Termination, (i) the effective date of such termination of this Agreement shall be the date upon which the applicable Lease Foreclosure Transaction shall have been effective in accordance with Section 22.2(i) of the Lease (and, without limitation, all applicable provisions of the Lease shall have been complied with in all respects, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease, including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor), and (ii) this Agreement shall be deemed terminated pursuant to Section 16.2.6 of this Agreement as of such effective date and, for the avoidance of doubt, the provisions of Article XVI, including Section 16.3, shall apply with respect to such termination from and after such effective date.

Without limitation of the foregoing and, for the avoidance of doubt, it is acknowledged and agreed that the prosecution by any Leasehold Lender of a Foreclosure by Leasehold Lender shall be subject to, and performed in (and conditioned upon), compliance with, all applicable provisions, terms and conditions of the Lease, including Article XVII thereof.

13.2 Default Notice to Leasehold Lender. Manager or Landlord, upon providing Tenant any notice of default under this Agreement, shall at the same time provide a copy of such notice to every Leasehold Lender that has been properly disclosed to Manager or Landlord, as applicable, pursuant to Section 13.1. From and after the date such notice has been sent to a Leasehold Lender, such Leasehold Lender shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Manager or Landlord, as applicable, shall accept such performance by or at the instigation of such Leasehold Lender as if the same had been done by Tenant. Tenant authorizes each such Leasehold Lender (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Leasehold Lender's option and does hereby authorize entry upon the Managed Facilities by Leasehold Lender for such purpose.

13.3 Lender's Right of Access. Upon reasonable advance notice from a Leasehold Lender or Landlord's Lender (which notice may be given orally in connection with an emergency or upon the occurrence of an event of default under any Leasehold Financing Documents or Landlord Financing Documents, as the case may be), Manager shall permit and cooperate with such Leasehold Lender or Landlord's Lender (as applicable) and their respective agents and representatives to enter any part of the Managed Facilities, except for those parts of the Managed Facilities as to which access is restricted by Applicable Law, at any reasonable time for the purposes of examining or inspecting the Managed Facilities, or examining or copying the books and records of the Managed Facilities; *provided* that: (a) any expenses incurred in connection with such activities shall be Operating Expenses of the Managed Facilities; and (b) Tenant shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Leasehold Financing Documents) to cause such Leasehold Lender, and Landlord shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Landlord Financing Documents) to cause such Landlord's Lender, to agree to treat as confidential any information such Leasehold Lender or Landlord's Lender, as applicable, obtains from examining the books and records of the Managed Facilities provided by Tenant to Manager, including the Annual Budget. Manager acknowledges that a Leasehold Lender or Landlord's Lender may disclose such information to the same extent and subject to the same restrictions as are applicable to Tenant with respect to Manager Confidential Information under Article VIII of this Agreement (including to any actual or potential landlords (including Landlord and actual or potential purchasers of the relevant Landlord Mortgage or any interest therein)).

13.4 Disclosure of Mortgages and Security Interests. Tenant represents and warrants to the other Parties hereto that as of the date of this Agreement, (i) except for Leasehold Mortgage(s) in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Leasehold Mortgage encumbering Tenant's interest in any of the Managed Facilities, the Leased Property or the Lease or any portion thereof or interest therein and (ii) except for Security Interests in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Security Interest encumbering any direct or indirect interests in Tenant that is held by a Person that constitutes a Permitted Leasehold Mortgagee (as defined in the Lease). Tenant shall provide to Manager a true and complete copy of any new proposed Leasehold Financing Documents for Manager's review no less than thirty (30) days before the execution of such new Leasehold Financing Documents (or such lesser time acceptable to Manager). Promptly following execution of such new Leasehold Financing Documents, Tenant shall provide Manager a true and complete copy of all such new Leasehold Financing Documents.

13.5 Estoppel Certificates. Upon written request from Tenant, Landlord or any Leasehold Lender or Landlord's Lender at any time during the Term, Manager shall issue, within no less than twenty (20) days after Manager's receipt of such request, an estoppel certificate (or a comfort letter or other documents as may be reasonably

requested): (a) certifying that this Agreement has not been modified and is in full force and effect (or, if there have been modifications, specifying the modifications and that the same is in full force and effect as modified); (b) stating whether, to the knowledge of the signatory of such certificate (which signatory shall be an appropriate officer of the issuer of such certificate, with knowledge of the subject matter), any default by the attesting Party (or, to the attesting Party's knowledge, any other Party) exists, and if so, specifying each such default; and (c) including such other certifications or statements as may be reasonably requested by the requesting Party or lender. Upon written request from Manager, Landlord or Landlord's Lender at any time during the Term, Tenant shall provide (and, upon request, shall use commercially reasonable efforts to cause Leasehold Lender to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Manager, Lease Guarantor, Tenant or Leasehold Lender at any time during the Term, Landlord shall provide (and, upon request, shall use commercially reasonable efforts to cause Landlord's Lender and/or any other ground lessor (with respect to any ground lease) to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Landlord, Tenant, Leasehold Lender or Landlord's Lender at any time during the term, Lease Guarantor shall provide a similar estoppel certificate in a similar timeframe.

13.6 Tenant's Lease Obligations.

13.6.1 [Reserved]

13.6.2 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that (a) nothing in this Article XIII is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and (b) without limitation of the preceding clause (a), nothing contained in this Agreement, including this Article XIII hereof, is intended, nor shall it be construed, to limit, vitiate or supersede the provisions, terms and conditions of the Lease pertaining to Leasehold Financings, including Article XVII of the Lease.

ARTICLE XIV

BUSINESS INTERRUPTION

14.1 Business Interruption. At all times during the Term, Manager shall assist Tenant in procuring, at Tenant's expense, and Tenant shall maintain Business Interruption Insurance for the Managed Facilities in accordance with the Lease Insurance Requirements. If any event, including a Force Majeure Event, occurs that results in an interruption in the Operation of one of more of the Managed Facilities (a "**Business Interruption Event**"), Manager shall use commercially reasonable efforts to reduce Operating Expenses, Centralized Services Charges and Reimbursable Expenses to levels commensurate with the levels of reduced revenues and business activity. All Centralized Service Charges and Reimbursable Expenses actually incurred during the period of the Business Interruption Event shall continue to be payable in accordance with the provisions this Agreement, regardless of whether there are sufficient Business Interruption Insurance proceeds to cover such amounts.

14.2 Proceeds of Business Interruption Insurance. The net proceeds of the Business Interruption Insurance maintained in accordance with Section 14.1 (after the application of any deductible) shall be deposited in the Operating Account and used by Manager in the same manner as funds generated from the Operation of the Managed Facilities are used by Manager in accordance with this Agreement, including the payment of Operating Expenses, the Centralized Services Charges and Managed Facilities Personnel Costs and all other Operating Expenses as provided in Section 14.1.

## ARTICLE XV

### CASUALTY OR CONDEMNATION

#### 15.1 Casualty.

15.1.1 Notices. If one or more of the Managed Facilities is damaged by a Casualty, Manager shall promptly notify Tenant.

15.1.2 Restoration or Termination in Connection with a Casualty. If one or more of the Managed Facilities are damaged or destroyed by a Casualty, then:

(i) with respect to any portion of the Leased Property that, pursuant to Section 14.2(a) of the Lease, ceases to be subject to the Lease as a result of a Casualty occurring during the final two (2) years of the Lease, Manager's management obligations under this Agreement shall terminate with respect to such portion of the Leased Property effective as of such date of Casualty, but this Agreement shall otherwise remain in full force and effect in accordance with its terms (with Manager's obligations hereunder so reduced, mutatis mutandis, to reflect the removal of such portion of the Leased Property from the terms of the Lease);

(ii) if, pursuant to Section 14.2(a) of the Lease, the Lease is terminated as to the entire Leased Property for each of the Managed Facilities as a result of a Casualty affecting each of the Managed Facilities occurring during the final two (2) years of the Lease, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(iii) if the business operations at the Managed Facilities for which the Lease Agreement and this Agreement remain in effect following a Casualty are substantially, adversely impaired as a result thereof, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management obligations hereunder with respect to such Managed Facilities while such condition exists.

#### 15.2 Condemnation.

15.2.1 Notices. If any Party receives notice of any actual, pending or contemplated Condemnation or Taking (or other action in lieu thereof) of all or a portion of the Leased Property, such Party shall promptly notify each other Party thereof.



15.2.2 Condemnation. If the Leased Property is impacted by a Condemnation or a Taking, then:

(i) with respect to any portion of the Leased Property that, pursuant to Section 15.1(b) of the Lease, ceases to be subject to the Lease as a result of a Condemnation or a Taking, Manager's management obligations under this Agreement shall terminate with respect to such portion of the Leased Property effective as of such date of Condemnation or Taking, but this Agreement shall otherwise remain in full force and effect in accordance with its terms (with Manager's obligations hereunder so reduced, mutatis mutandis, to reflect the removal of such portion of the Leased Property from the terms of the Lease);

(ii) if, pursuant to Section 15.1(a) or Section 15.1(b) of the Lease, the Lease is terminated as to the entire Leased Property for each of the Managed Facilities as a result of a Condemnation or a Taking affecting each of the Managed Facilities in accordance with its terms, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(iii) if the business operations at the Managed Facilities for which the Lease Agreement and this Agreement remain in effect following a Condemnation or Taking are substantially adversely impacted as a result thereof, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management functions hereunder with respect to such Managed Facilities while such condition exists.

## ARTICLE XVI

### DEFAULTS AND TERMINATIONS

#### 16.1 Events of Default.

16.1.1 Tenant MLSA Events of Default. Each of the following actions and events shall be deemed a "**Tenant MLSA Event of Default**":

16.1.1.1 a failure by Tenant within the time periods specified in this Agreement to pay the amount due and payable under this Agreement to Manager or its Affiliates for the Reimbursable Expenses or Centralized Services Charges and that is not cured within sixty (60) days after notice to Tenant specifying such failure; *provided* that in the event sufficient funds belonging to SPE Tenant or generated by the Managed Facilities and held by SPE Tenant or any Tenant are available in the Operating Account to pay such amounts then due and Manager has the right to withdraw, transfer or apply such funds to the payment of such amounts then due, then such failure of Tenant to pay such amount shall not be an Event of Default;

16.1.1.2 except as set forth in Section 16.1.1.1, a failure by Tenant to pay any amount of money to Manager when due and payable under this Agreement that is not cured within sixty (60) days after notice to Tenant;

16.1.1.3 except as set forth in Section 16.1.1.1 or Section 16.1.1.2, a failure by Tenant to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Tenant that is not cured within thirty (30) days following notice of such default from Manager to Tenant; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Manager (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure;

16.1.1.4 (i) a general assignment by Tenant for the benefit of its creditors, or any similar arrangement with its creditors by Tenant; (ii) the entry of a judgment of insolvency against Tenant that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Tenant of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Tenant which either (x) is consented to by Tenant, or (y) is not stayed, vacated or set aside within sixty (60) days after the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Tenant's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Tenant for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Tenant that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof; and

16.1.1.5 the occurrence of the Tenant MLSA Event of Default described in the last sentence of this Section 16.1.1.5. If, at any time during the Term, Manager cannot Operate the Managed Facilities in all material respects in accordance with the Operating Standard and Operating Limitations as provided herein, then Manager shall promptly deliver notice thereof to Landlord and Tenant (and Landlord and Tenant shall each be entitled to exercise their respective rights and remedies as and to the extent applicable thereto). If Manager determines in the exercise of its good faith judgment that the proximate cause thereof is an Operating Deficiency Cause, then (x) Manager shall promptly deliver notice thereof to Landlord, and (y) Manager or Landlord shall be entitled to provide notice of such determination to Tenant and the Leasehold Lenders (an "**Operating Deficiency Notice**"), which Operating Deficiency Notice shall allege with reasonable specificity the details of the non-compliance with the Operating Standard or Operating Limitations. For purposes of the preceding sentence, an "**Operating Deficiency Cause**" shall mean any one or more of the following: (a) any failure by Tenant to fund a Funds Request issued pursuant to Section 5.5.2; or (b) any interference by Tenant or its agents or representatives in any material respect with the Operation of

the Managed Facilities. Within fifteen (15) days after receipt of any Operating Deficiency Notice, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager (or Landlord, as applicable) within forty five (45) days after Tenant's response, the matter shall be referred to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that the Managed Facilities are not being Operated in accordance with the Operating Standard or Operating Limitations in one or more material respects as provided herein and that the proximate cause of such non-compliance is an Operating Deficiency Cause, then, unless Tenant shall within fifteen (15) days of the Expert's determination fund the subject Funds Request or cease the actions that interfere with the Operation of the Managed Facilities by Manager, then a Tenant MLSA Event of Default under this Section 16.1.1.5 shall exist.

Notwithstanding the foregoing, there shall be no Tenant MLSA Event of Default if the basis for any asserted Tenant MLSA Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII. For the avoidance of doubt, the existence of any Tenant Lease Event of Default or event of default by Tenant under any Leasehold Financing shall not, in and of itself, constitute a Tenant MLSA Event of Default, unless such event, in and of itself, constitutes a Tenant MLSA Event of Default pursuant to the terms hereof.

16.1.2 Manager Events of Default. Each of the following actions and events shall be deemed a "**Manager Event of Default**":

16.1.2.1 a failure by Manager to pay any amount of money to Tenant when due and payable under this Agreement that is not cured within sixty (60) days after notice to Manager;

16.1.2.2 except as set forth in Section 16.1.2.1, a failure by Manager to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Manager that is not cured within thirty (30) days following notice of such default from Tenant to Manager; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Tenant (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Manager commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure; and

16.1.2.3 (i) a general assignment by Manager for the benefit of its creditors, or any similar arrangement with its creditors by Manager; (ii) the entry of a judgment of insolvency against Manager that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Manager of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the

filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Manager which either (x) is consented to by Manager, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Manager's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Manager for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Manager that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

Notwithstanding the foregoing, there shall be no Manager Event of Default if the basis for any asserted Manager Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII.

16.1.3 Lease Guarantor Event of Default. Each of the following actions and events shall be deemed a "**Lease Guarantor Event of Default**":

16.1.3.1 a failure by Lease Guarantor to pay any amount of money to Landlord when due and payable under the Lease Guaranty;

16.1.3.2 except as set forth in Section 16.1.3.1, a failure by Lease Guarantor to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Lease Guarantor that is not cured within ten (10) days following notice of such default from Landlord to Lease Guarantor; and

16.1.3.3 (i) a general assignment by Lease Guarantor for the benefit of its creditors, or any similar arrangement with its creditors by Lease Guarantor; (ii) the entry of a judgment of insolvency against Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Lease Guarantor of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Lease Guarantor which either (x) is consented to by Lease Guarantor, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Lease Guarantor's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Lease Guarantor for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

16.1.4 M/T Event of Default. Each of the following actions and events shall be deemed an "**M/T Event of Default**": (i) Any failure of Manager to Operate each of the Managed Facilities in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care (in each case as and to the

extent required under this Agreement, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2, but subject to Section 5.9.1); (ii) any failure by Manager or Tenant, as applicable, to comply with any of the covenants, duties or obligations in this Agreement to be performed by Manager or Tenant, as applicable, that in substance is for the benefit of or in favor of Landlord; and (iii) any termination, revocation or modification of any rights or licenses granted by Tenant to Manager under Section 7.1.1 without Landlord's prior written consent, which, in the case of any of clauses (i), (ii), or (iii) above, would reasonably be expected to have a material and adverse effect on either (x) the Managed Facilities (taken as a whole with the Joliet Managed Facility) or (y) Landlord (taken as a whole with the Joliet Landlord), and which failure or event is not cured within thirty (30) days following notice thereof from Landlord to Manager; *provided* that, if: (a) such failure or other breach is not susceptible of cure within a thirty (30) day period and (b) such failure or other breach would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days) to cure such failure or other breach so long as Tenant and/or Manager, as applicable, commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure.

#### 16.1.5 Remedies for Event of Default.

16.1.5.1 If any Tenant MLSA Event of Default shall have occurred under Section 16.1.1, Manager shall have the right to exercise against Tenant any rights and remedies available to such Manager under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Tenant that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2.

16.1.5.2 If any Manager Event of Default shall have occurred under Section 16.1.2, Tenant shall have the right to exercise against Manager any rights and remedies available to Tenant under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Manager that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with a Manager Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.1.5.3 If any Lease Guarantor Event of Default shall have occurred under Section 16.1.3, Landlord shall have the right to exercise against Lease Guarantor any rights and remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief), and Landlord shall have no duty to mitigate its claims or damages in the event of any Lease Guarantor Event of Default, and all such rights shall be cumulative (it being understood and agreed by Lease Guarantor that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, that Landlord shall not have the right to terminate this Agreement (in connection with a Lease Guarantor Event of Default or otherwise) except pursuant to the express provisions of Section 16.2. For the avoidance of doubt, it is understood and agreed that Landlord's rights to pursue any of its rights or remedies in respect of a Lease Guarantor Event of Default as set forth in this Section 16.1.5.3 are not subject to or limited by Section 17.2 hereof.

16.1.5.4 If any M/T Event of Default shall have occurred under Section 16.1.4, Landlord shall have the right to exercise against Manager any rights and remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by the Parties hereto that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) Landlord shall not have the right to terminate this Agreement (in connection with an M/T Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with an M/T Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.2 Termination of this Agreement. The Parties agree that this Agreement and each Party's rights and obligations hereunder (other than such of the rights and obligations that are expressly set forth in this Agreement to survive any termination hereof) shall automatically terminate upon the occurrence of any of the following (*provided, however*, that, notwithstanding any such termination of this Agreement or anything otherwise contained in this Agreement, Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, and shall not be terminated, released or reduced in any respect until and unless such obligations and liabilities are explicitly terminated, released or reduced in accordance with and to the extent set forth in Section 17.3.5, all as more fully set forth in Section 17.3.5):

16.2.1 Upon a Casualty, Condemnation or Taking with respect to all Managed Facilities. In the event of a Casualty, Condemnation or Taking affecting each of the Managed Facilities with respect to the entire Leased Property for each of the Managed Facilities pursuant to which, pursuant to Section 14.2(a), 15.1(a) or 15.1(b) of the Lease, as applicable, all Managed Facilities cease to be subject to the terms of the Lease and the Lease is terminated in accordance with, and as more particularly described in, Section 15.1.2(ii) or Section 15.2.2(ii) of this Agreement.

16.2.2 [Reserved].

16.2.3 Expiration of the Term. Upon the expiration of the Term of this Agreement pursuant to Section 2.4.1 hereof.

16.2.4 [Reserved].

16.2.5 Consent of the Parties. Upon the express written consent of Tenant, Landlord, Manager and Lease Guarantor, in each case in their respective sole and absolute discretion.

16.2.6 Leasehold Foreclosure with MLSA Termination. Upon the consummation of (a) any Leasehold Foreclosure with MLSA Termination that is made in accordance with Section 13.1.2 of this Agreement or (b) Leasehold Lender obtaining a New Lease pursuant to Section 17.1(f) of the Lease and electing to replace Lease Guarantor with a Qualified Replacement Guarantor (and without limitation, in each case under clause (a) or clause (b)), implemented and consummated in compliance in all respects with all applicable requirements of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease (including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor)).

16.2.7 Upon Lease Termination Following a Tenant Lease Event of Default. Except in the case of a Non-Consented Lease Termination (which shall in all events be governed by Article XXI), upon the occurrence of both (a) the Landlord's Enforcement Condition (as such term is defined in the Lease) and (b) the termination of the Lease by Landlord, expressly in writing, as a result of a Tenant Lease Event of Default (which termination may only be effected at Landlord's (or, if applicable, Landlord's Lender's) sole discretion). For the avoidance of doubt, if in connection with such termination Manager is Terminated for Cause, then Section 16.5.2 and Section 17.3.5.4 shall apply.

Notwithstanding anything otherwise contained in this Agreement, (i) all of the obligations of Lease Guarantor hereunder shall continue in full force and effect in accordance with the terms of this Agreement (notwithstanding any termination of this Agreement), except solely as and to the extent set forth in Article XVII, and (ii) in the event of a Non-Consented Lease Termination, the provisions of Article XXI shall apply.

16.3 Actions To Be Taken on Termination of this Agreement or Termination of Manager. Manager and/or Tenant, as applicable, shall (subject to, and except as necessary or appropriate in connection with performing, any continuing functions and obligations under this Agreement or the Transition Services Agreement during any Transition Period) take the following actions upon (i) the expiration or termination of this Agreement pursuant to Section 16.2 (in addition to any rights of any non-defaulting Party to pursue all other remedies available to it under this Agreement if an Event of Default is

outstanding at the time of such termination; it being understood nothing in this Section 16.3 shall be construed to limit or vitiate any of Landlord's rights under this Agreement in respect of the Lease Guaranty or any Lease Guarantor Event of Default) and/or (ii) the termination of Manager in accordance with the terms of this Agreement:

16.3.1 Payment of Expenses for Termination. If a Tenant MLSA Event of Default is in effect at the time of termination of this Agreement (including in the event of a Leasehold Foreclosure with MLSA Termination) or termination of Manager in accordance with the terms of this Agreement, all commercially reasonable direct expenses arising as a result of the cessation of Managed Facilities operations by Manager (including expenses arising under this Section 16.3) shall be for the sole account of Tenant (except to the extent such expenses result from a Manager Event of Default), and Tenant shall reimburse Manager within fifteen (15) days following receipt of any invoice from Manager for any such expenses, including those arising from or in connection with severing the employment of Managed Facilities Personnel not engaged by Tenant in accordance with Section 16.3.9 (with severance benefits calculated in accordance with policies applicable generally to employees of Other Managed Facilities, Other Managed Resorts or any applicable employment agreement or union agreement that had been reflected in the Annual Budget or otherwise approved by Tenant) incurred by Manager in the course of effecting the termination of this Agreement or the termination of Manager, as applicable.

16.3.2 Payment of Amounts Due to Manager. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement, Tenant shall pay to Manager (a) Managed Facilities Personnel Costs, (b) other Reimbursable Expenses, (c) the Centralized Services Charges, and (d) any other amounts due to Manager under this Agreement through the effective date of expiration or termination of this Agreement or termination of Manager, as applicable. This obligation is unconditional and shall survive the expiration or termination of this Agreement (including all amounts owed to Manager that are not fully ascertainable as of the expiration or termination date), and Tenant shall not have or exercise any rights of setoff, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement. Any disputes regarding amounts owed to Manager under this Section 16.3.2 shall be referred to the Expert for Expert Resolution pursuant to Article XVIII. In addition, all provisions in this Agreement that specifically survive the expiration or termination of this Agreement shall continue to survive as provided herein and, notwithstanding the limitations contained in this Section 16.3.2, Manager shall continue to have a right to receive any and all payments which would be due and payable in connection with such surviving provisions.

16.3.3 Surrender of Managed Facilities; Cooperation. Manager shall peacefully vacate and surrender the Managed Facilities to Tenant on the effective date of such expiration or termination of this Agreement or termination of Manager, as applicable, and the Parties shall execute and deliver any expiration or termination or other necessary agreements either Party shall request for the purpose of effecting or evidencing the expiration or termination of this Agreement or the termination of Manager, as applicable, and Manager shall deliver to Tenant all keys, passwords, combinations, and otherwise cooperate and take all such additional actions as Tenant may reasonably request to ensure the orderly transition of Operation of the Managed Facilities to Tenant or such Person as Tenant may designate.



16.3.4 Assignment and Transfers to Tenant. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement (giving effect to any Transition Period), Manager shall assign and transfer to Tenant (or Tenant's designee):

16.3.4.1 all leases and contracts to which Manager, Caesars IP Holder or any of their Affiliates is a party (including collective bargaining agreements and pension plans, equipment leases, subleases, licenses and concession agreements and maintenance and service contracts), if any, in effect that relate to the Managed Facilities (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, which are assignable without third party consent or as to which consent to assignment may be and has been obtained without out-of-pocket cost to Manager, and Tenant shall, effective as of the date of such expiration or termination of this Agreement or such termination of Manager, as applicable, assume all liabilities and obligations thereunder, and Tenant shall confirm its assumption of such liabilities and obligations in writing. To the extent any lease or contract to which Manager, Caesars IP Holder or any of their Affiliates is a party relates to the Managed Facilities (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) but does not relate exclusively to the Managed Facilities (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, Manager (or its applicable Affiliate) shall (i) arrange for assignment and transfer to Tenant of those terms of such agreement that relate solely to the Managed Facilities (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) or (ii) enter into an agreement with Tenant that will facilitate the continuous operation of the Managed Facilities (including use of the Property Specific IP and Property Specific Guest Data in connection with the Operation thereof) in substantially the same manner as operated prior to the expiration or termination of this Agreement or the termination of Manager, as applicable;

16.3.4.2 all of Manager's right, title and interest in and to all Approvals, including liquor licenses, if any, held by Manager in connection with the Operation of the Managed Facilities, but only to the extent such assignment or transfer is permitted under Applicable Law; *provided* that Tenant shall reimburse Manager for any funds Manager has expended in obtaining any such Approvals (if not otherwise paid or reimbursed by Tenant). In addition, if Manager or any Affiliate of Manager is the holder of any liquor license for the Managed Facilities which is not assignable to Tenant or its designee upon termination of this Agreement or upon termination of Manager, as applicable, then, upon the request of Tenant, Manager (or such Affiliate) shall enter into a temporary lease, license or such other agreement as may be permitted under Applicable Law to permit the continuous and uninterrupted sale of alcoholic beverages at the Managed Facilities consistent with prior operations. In such event, Manager (or its

Affiliate, if applicable) shall not be entitled to compensation in connection with such arrangement, but shall not incur any cost or liability in connection therewith and shall be named as an additional insured on any “dramshop” or other liability insurance pertaining to the sale of alcoholic beverages at the Managed Facilities. Any such temporary lease, license or other arrangement shall include an indemnification of Manager and its Affiliates from Tenant and shall provide for the termination of all obligations of Manager and its Affiliates thereunder within one hundred twenty (120) days following the date of termination of this Agreement or termination of Manager, as applicable. In addition, to the extent permitted under Applicable Law, any other permits or licenses that may not be assigned to Tenant shall be maintained by Manager for Tenant’s benefit at Tenant’s cost and expense until such time (but no later than one hundred twenty (120) days following the termination of this Agreement) as Tenant may secure permits and licenses in its own name, subject to Tenant’s provision of an indemnification of Manager and its Affiliates from Tenant; and

16.3.4.3 all books and records of the Managed Facilities (but excluding any Manager Confidential Information); *provided* that Manager may retain one or more archival copies of such books and records for Manager’s independent use.

16.3.5 Bookings and Reservations. Tenant shall honor, and shall cause any successor manager to honor, all business confirmed for the Managed Facilities with reservations (including reservations made by Manager pursuant to Manager’s other promotional programs) dated after the effective date of the expiration or termination of this Agreement or the termination of Manager, as applicable, in accordance with such bookings as accepted by Manager, to the extent accepted by Manager prior to such effective date in accordance with this Agreement. Manager shall transfer to Tenant and will assume responsibility for all advance deposits received by Manager for the Managed Facilities.

16.3.6 Bank Accounts; Receivables. On the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall disburse all of Tenant’s funds or other funds generated by the Managed Facilities in the Bank Accounts to Tenant. All receivables of the Managed Facilities outstanding as of the effective date of termination or expiration of this Agreement or termination of Manager, as applicable, shall continue to be the property of Tenant. Manager will turn over to Tenant any receivables collected directly by Manager after the effective date of termination or expiration of this Agreement or termination of Manager, as applicable.

16.3.7 Final Accounting. Within thirty (30) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall render a full accounting to Tenant (including all statements and reports in the forms required herein) for the final month ending on the date of expiration or termination of this Agreement or termination of Manager, as applicable. At the request of Tenant, Manager shall cause to be prepared and delivered to Tenant within ninety (90) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Certified Financial Statements for the final Operating Year, containing the reports and other items and prepared on the same basis as under

Section 10.3. The cost of preparing the Certified Financial Statements pursuant to this Section 16.3.7 shall be an Operating Expense attributable to the final Operating Year. The final Certified Financial Statements delivered pursuant to this Section 16.3.7, and all information contained therein, shall be binding and conclusive on Tenant and Manager unless, within sixty (60) days following the delivery thereof, either Tenant or Manager shall deliver to the other Party written notice of its objection thereto setting forth in reasonable detail the nature of such objection. If Tenant and Manager are unable thereafter to resolve any disputes between them with respect to the matters set forth in the final Certified Financial Statements within sixty (60) days after delivery by either Tenant or Manager of the aforesaid written notice, either Tenant or Manager shall have the right to cause such dispute to be resolved by Expert Resolution in accordance with the provisions of Article XVIII.

16.3.8 Managed Facilities Personnel. From and after the expiration or termination of this Agreement (i) the Managed Facilities Personnel and any employees of Manager shall not be restrained by this Agreement in making their own decision as to whether to be employed by Tenant, Manager or their respective Affiliates, (ii) Tenant and Manager shall waive any non-compete, non-solicitation and restrictive covenant agreements and arrangements with such Managed Facilities Personnel and any employees of Manager, as applicable, and (iii) Manager and its Affiliates may employ any of the Senior Executive Personnel or any other Managed Facilities Personnel who desire employment with Manager or its Affiliates and who Tenant does not employ. Manager shall make reasonably available to Tenant from time to time during the Transition Period any Managed Facilities Personnel employed by Manager or its Affiliates to answer questions that Tenant may have regarding the Managed Facilities.

16.3.9 Transition Period. Notwithstanding anything otherwise contained in this Agreement (and notwithstanding any expiration or termination of this Agreement pursuant to Sections 16.2.1 through 16.2.7 hereof), during the continuance of any Transition Period, Manager shall continue to manage the Managed Facilities in accordance with the Transition Services Agreement and, to the extent not otherwise inconsistent with the Transition Services Agreement, all of the other applicable provisions, terms and conditions of this Agreement pertaining to the management of the Managed Facilities (including, without limitation, the Operating Standard as set forth herein), and all such provisions, terms and conditions hereof (and all related obligations of the Parties) shall continue to survive as necessary to effectuate such continuing management functions, and as necessary so that each Party may exercise all such rights and remedies as are available to it under this Agreement in respect of such continuing management functions, including in respect of any Event of Default occurring during the term of any such Transition Period. Without limitation of the preceding sentence, Lease Guarantor shall remain obligated in respect of any and all Guaranteed Obligations accruing during the term of any Transition Period, as and to the extent provided in Article XVII below.

16.3.10 Survival. This Section 16.3 shall survive the expiration or termination of this Agreement.

16.4 Reduction in Scope of this Agreement Upon the Sale of a Managed Facility by Landlord. The Parties agree that in the event a portion of the Leased Property is sold by Landlord and, in connection therewith, pursuant to Article XVIII of the Lease, the Lease is severed into two (2) leases, one lease comprised of a new lease covering the severed, sold portion of the Leased Property (the “**Severed Lease**”), and the other lease comprised of the Lease covering the balance of the Leased Property that was not so sold and severed (the Lease as so severed, the “**Balance Lease**”), then, subject to and in accordance with Article XVIII of the Lease, this Agreement shall no longer govern the management of such sold and severed portion of the Leased Property, and the Parties (other than Landlord) and the applicable successor landlord shall enter into the Severed Lease and a new management and lease support agreement (the “**Severed MLSA**”), which Severed MLSA shall include a guaranty from Lease Guarantor with respect to all of Tenant’s monetary obligations under such Severed Lease, on terms and conditions identical to the terms and conditions of the Balance Lease and this Agreement (or as otherwise expressly agreed to in writing by the Parties in their respective sole and absolute discretion), with respect to such sold and severed portion of the Leased Property. For the avoidance of doubt, upon the entry into such Severed Lease and Severed MLSA, the obligations of the Parties thereafter arising (i) with respect to such sold and severed portion of the Leased Property (and, without limitation Lease Guarantor’s obligations with respect to such Severed Lease) shall no longer be governed by this Agreement and shall be governed instead by the Severed MLSA and (ii) with respect to the balance of the Leased Property not so sold and severed (and, without limitation, Lease Guarantor’s obligations with respect to the Balance Lease) shall be governed by this Agreement, it being understood that Lease Guarantor’s obligations in regards to the Balance Lease shall in all events continue to be governed by Article XVII hereof, and such obligations (and any obligations otherwise arising hereunder prior to the entry into such Severed Lease and Severed MLSA) shall not be terminated, limited or affected by or upon the entry into any such Severed Lease and Severed MLSA. For the avoidance of doubt, the Severed MLSA shall relate solely to the Severed Lease.

16.5 Termination of Manager.

16.5.1 General. The Parties agree that, except as provided in Section 16.2 and Section 16.5.2, Manager may not be terminated as Manager hereunder for any reason (including in the case of a rejection of this Agreement in any bankruptcy, insolvency or dissolution proceedings) unless the termination of Manager as Manager hereunder is expressly consented to in writing by (x) Landlord, in its sole and absolute discretion, and (y) Lease Guarantor, in its sole and absolute discretion. If Manager is terminated for any reason other than as provided in the preceding sentence, then such termination shall be null and void and Manager will continue to manage in accordance with the terms of this Agreement; *provided* that, for the avoidance of doubt, if such termination is in connection with events constituting a Non-Consented Lease Termination, then such termination shall be treated as a Non-Consented Lease Termination and the provisions of Article XXI hereof shall apply.

16.5.2 Termination for Cause. The Parties acknowledge and agree that Manager may be Terminated for Cause by Landlord expressly and in writing in accordance with the definition of “Terminated for Cause”. In the event that Manager is so Terminated for Cause by Landlord, Landlord may cause Tenant to engage a replacement manager that is identified by and acceptable to Landlord, on such provisions, terms and conditions as are reasonably acceptable to Landlord, Tenant and such replacement manager, including with respect to use of real property, intellectual property rights and other assets on or in connection with the Managed Facilities, in each case in Landlord’s reasonable discretion, and, for the avoidance of doubt, the Lease Guaranty and all related provisions, terms and conditions of this Agreement shall remain in full force and effect as provided in Section 17.3.5.4 hereof; *provided* that, if a replacement manager is not so engaged within one (1) year from the date of Manager’s termination as set forth in the definition of “Terminated for Cause”, Lease Guarantor shall have the right to cause Tenant to engage a replacement manager that is identified by Lease Guarantor, subject to approval by Landlord (such approval not to be unreasonably withheld), on substantially the same terms and conditions as are specified in this Agreement (or in the case of a replacement manager that is not an Affiliate of Tenant, such other terms and conditions that are reasonably satisfactory to Lease Guarantor and Landlord). No such replacement manager identified by Landlord shall be a Tenant Prohibited Person or a Lease Guarantor Prohibited Person and no such replacement manager identified by Lease Guarantor shall be a Landlord Prohibited Person.

## ARTICLE XVII

### LEASE GUARANTY

17.1 Guaranteed Obligations. Lease Guarantor hereby unconditionally and irrevocably guarantees to Landlord, as primary obligor and not merely as surety, the prompt and complete payment and performance in full in cash of, without duplication, (i) all monetary obligations of Tenant under the Lease and of User under the Golf Course Use Agreement (and, without duplication, all monetary obligations of the tenant under any New Lease obtained pursuant to and in accordance with Section 17.1(f) of the Lease in connection with which the applicable Leasehold Lender has elected to retain CEC as Lease Guarantor and proceed in accordance with Section 22.2(i)(1) (B) of the Lease) of any nature (including, without limitation, during any Transition Period), including, without limitation, (x) Tenant’s rent and other payment obligations of any nature under the Lease (including all Rent and Additional Charges (as each such term is defined in the Lease)) and User’s payment obligations of any nature under the Golf Course Use Agreement (including all Golf Course Use Payments (as defined in the Golf Course Use Agreement)) (including under any Severance Agreement (as defined in the Golf Course Use Agreement) entered into pursuant to the Golf Course Use Agreement), (y) Tenant’s obligation to expend the Required Capital Expenditures (as defined in the Lease) in accordance with the Lease and any other expenditures required of Tenant by the terms of the Lease and (z) Tenant’s obligation to pay monetary damages in connection with any breach of the Lease or the Golf Course Use Agreement and to pay indemnification obligations in each case as provided under the Lease and under the Golf Course Use Agreement, (ii) all Guaranty Termination Obligations (without duplication of amounts otherwise already included under clause (i)) and (iii) any sums payable to Landlord pursuant to Section 17.2.4 hereof (clauses (i), (ii) and (iii) collectively, the “**Guaranteed**

**Obligations**”), in each case including (a) amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or similar laws and (b) any late charges and interest provided for under the Lease (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding). Lease Guarantor shall be jointly and severally liable with Tenant for the payment and performance of the Guaranteed Obligations. For the avoidance of doubt, although as a matter of process and procedure, Section 17.2 hereof sets forth a process by which Landlord may issue notice to Lease Guarantor in respect of certain Guaranteed Obligations, such process is not intended to be a predicate to the existence or accrual of Lease Guarantor’s liability for any of the Guaranteed Obligations, it being understood that all of Lease Guarantor’s obligations hereunder in respect of the Guaranteed Obligations are unconditional and irrevocable in all respects, irrespective of whether the process set forth in Section 17.2 has been commenced, completed or otherwise satisfied (but, in each case, subject to the terms and conditions of this Agreement, including the occurrence of any Guaranty Release Date).

17.2 Notice and Guaranty Payment Process.

17.2.1 Guaranteed Obligations Other Than Guaranty Termination Obligations and Enforcement Costs. Lease Guarantor shall have no obligation to make any payment in respect of any Guaranteed Obligations (other than Guaranty Termination Obligations and any sums payable to Landlord pursuant to Section 17.2.4 hereof) unless and until Lease Guarantor receives notice in respect thereof from Landlord in accordance with this Section 17.2.1, it being understood, however, that as provided in Section 17.1, Landlord’s failure to deliver any notice shall not prevent or otherwise affect the existence or accrual of any Guaranteed Obligations. Landlord may give Lease Guarantor written notice of any event or circumstance that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default concurrently with notice to Tenant thereof, or at any time thereafter, which notice to Lease Guarantor shall specify in reasonable detail such actual or alleged event or circumstance and the payment amount or other relief demanded (each such notice to Lease Guarantor, a “**Lease Guaranty Claim**”). Lease Guarantor shall pay to Landlord, in full in cash, the amount of Guaranteed Obligations that are owed as may be specified in the applicable Lease Guaranty Claim immediately upon the occurrence of all of the following: (1) the event or circumstance set forth in the applicable Lease Guaranty Claim shall be a Tenant Lease Event of Default that is continuing, (2) with respect to any failure by Tenant to satisfy a monetary obligation that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default (each, a “**Monetary Tenant Default**”), Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Lease Guarantor’s receipt of the applicable Lease Guaranty Claim, and (3) with respect to any Monetary Tenant Default, Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Tenant’s deadline under the Lease (giving effect to any applicable notice and cure periods available to Tenant under the Lease, unless, at the time the applicable Lease Guaranty Claim is made, another Lease Guaranty Claim has been made and remains outstanding); *provided* that no Lease

Guaranty Claim shall be required to be delivered other than with respect to Guaranteed Obligations described in clause (i) of Section 17.1; and *provided, further*, that the provisions of this Section 17.2.1 are not intended to expand in any way the definition or scope of the Guaranteed Obligations.

**17.2.2 Guaranty Termination Obligations.** Guaranteed Obligations comprising Guaranty Termination Obligations shall not be subject to the process described in Section 17.2.1. Instead (subject to the final two (2) sentences of this Section 17.2.2), Lease Guarantor shall pay to Landlord, in full in cash, any and all known or demanded Guaranty Termination Obligations immediately following the Guaranty Release Date. Lease Guarantor acknowledges and agrees that the full extent of all of the Guaranty Termination Obligations may not be known or demanded as of the Guaranty Release Date. Accordingly, to the extent that any amount of any portion of the Guaranty Termination Obligations is either not known or not demanded by Landlord as of the Guaranty Release Date, then Lease Guarantor shall pay to Landlord all of such portion of the Guaranty Termination Obligations, in full in cash, promptly upon subsequent demand by Landlord for such Guaranty Termination Obligations, and the failure or delay of Landlord to demand such payment shall not be a waiver of any right of Landlord to receive the Guaranty Termination Obligations in full.

**17.2.3 Interest.** If all or any part of any Guaranteed Obligation shall not be paid on or prior to Lease Guarantor's deadline to so do as provided in this Section 17.2, Lease Guarantor shall pay, immediately upon demand by Landlord, and without presentment, protest, or notice (each of which is hereby waived by Lease Guarantor to the extent permitted by Applicable Law), in addition to such Guaranteed Obligation, but without duplication of any interest accruing on such amounts pursuant to the Lease and otherwise payable as a Guaranteed Obligation (and without interest accruing on any interest), interest on the amount of such Guaranteed Obligation (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) at a rate equal to the lesser of (i) five percentage points above the Prime Rate and (ii) the highest rate permitted by Applicable Law, accruing from the date of Lease Guarantor's deadline by which to make such payment under this Section 17.2.

**17.2.4 Enforcement Costs.** If Landlord or Lease Guarantor brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys' fees incurred therein.

### 17.3 Guaranty Provisions.

#### 17.3.1 Nature of Lease Guaranty.

17.3.1.1 Until such time as Lease Guarantor has paid in full in cash all of the Guaranteed Obligations, including any and all Guaranty Termination Obligations, Lease Guarantor shall continue to be liable under the Lease Guaranty (except solely if and to the extent expressly provided in Section 17.3.5 below). Lease Guarantor agrees that the Guaranteed Obligations (A) shall not be released, diminished, impaired, reduced or adversely affected by any of the following, whether or not notice thereof is given to Lease Guarantor (in each case subject to the final sentence of this Section 17.3.1.1): (i) any agreement or stipulation between Landlord and Tenant extending the time of performance under, or any other agreement, amendment, modification, supplement or other instrument modifying any of the terms, covenants or conditions contained in, the Lease; (ii) any renewal or extension of the Lease pursuant to an option granted in the Lease, if any; (iii) any waiver by Landlord, or failure of Landlord to enforce, any of the terms, covenants or conditions contained in the Lease or any of the terms, covenants or conditions contained in any modifications thereof; (iv) any assignment of the Lease, or any subletting or subsubletting of, or any other occupancy arrangements in respect of, all or any part of the Managed Facilities; (v) any release, waiver, consent, indulgence, forbearance or other action, inaction or omission by Landlord or otherwise under or in respect of the Lease or any other instrument or agreement; (vi) any change in the corporate existence, structure or ownership of, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting, Tenant, Landlord or any other Party or their respective successors or assigns or any of their respective Affiliates or any of their respective assets, or any actual or attempted rejection, assumption, assignment, separation, severance, or recharacterization of the Lease or any portion thereof, or any discharge of liability thereunder, in connection with any such proceeding or otherwise; (vii) any other defenses, other than a defense of payment or performance in full, as the case may be, of the Guaranteed Obligations; (viii) the existence of any claim, setoff, counterclaim, defense or other rights that may be at any time be available to, or asserted by, Lease Guarantor or Tenant against Landlord, whether in connection with the Lease, the Guaranteed Obligations or otherwise; (ix) any breach by (or any act or omission of any nature of) Landlord under the Lease; (x) (except if Article XXI requires implementation of a Replacement Structure, and such Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with Article XXI, solely to the extent expressly provided in Section 21.3) any breach by (or any act or omission of any nature of) Landlord under this Agreement or any of the other Lease/MLSA Related Agreements; (xi) any law or statute that may operate to cap, limit, or otherwise restrict the claims of a lessor of real property, including, but not limited to, Section 502(b)(6) of the Bankruptcy Code; (xii) the integration of the Lease Guaranty together with the other components of this Agreement (as opposed to the Lease Guaranty having been made by Lease Guarantor as an independent, standalone instrument); (xiii) any default, failure or delay, willful or otherwise, in the performance of the obligations of Tenant under the Lease; (xiv) the failure of Landlord to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of this Agreement, the Lease or otherwise; (xv) the invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations (including the Lease) for any reason whatsoever (subject, in each case, to Section 17.3.5 and Article XXI of this Agreement); and/or (xvi) any other circumstance (including, without limitation, any statute of



limitations) or manner of administering the obligations of Tenant under the Lease or any existence of or reliance on any representation by Landlord that might vary the risk of Lease Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Lease Guarantor or any other guarantor or surety and (B) are in no way conditioned or contingent upon any attempts to collect or any other condition or contingency. Notwithstanding anything set forth in this Agreement or the Lease to the contrary, Lease Guarantor shall not be subject to (and the Lease Guaranty will not be applicable with respect to) any amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder or, subject to Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof, that is otherwise adverse to the rights of Tenant and/or Lease Guarantor, unless Lease Guarantor shall have expressly consented thereto in writing (in its sole and absolute discretion); *provided, however*, that Lease Guarantor shall, in all events, remain liable for (and the Lease Guaranty will be applicable with respect to) any and all Guaranteed Obligations that would exist without giving effect to any such amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder; *provided, further, however*, for the avoidance of doubt, that nothing in this sentence is intended to vitiate or supersede Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof.

17.3.1.2 Subject to Section 17.3.5, the liability of Lease Guarantor under the Lease Guaranty shall be an absolute, direct, immediate, continuing and unconditional guaranty of payment and performance and not of collectability, may not be revoked by Lease Guarantor and shall continue to be effective with respect to all of the Guaranteed Obligations notwithstanding any attempted revocation by Lease Guarantor and shall not be conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or any other documents or instruments relating to the Guaranteed Obligations, including any Party's lack of authority or lawful right to enter into such document on such Party's behalf, or the pursuit by Landlord of any remedies Landlord may have. Without limiting the generality of the foregoing, the liability of Lease Guarantor under the Lease Guaranty shall be unaffected by (a) the absence of any action to enforce the Lease Guaranty, any other obligation of Lease Guarantor hereunder, the Lease or any other instrument or agreement, or the waiver or consent by Landlord with respect to any of the provisions of any of them; or (b) the existence, value, or condition of any security for the Guaranteed Obligations or any action, or the absence of any action, by Landlord in respect thereof (including, without limitation, the release of any such security).

17.3.1.3 Subject to Section 17.3.5, the Lease Guaranty is a continuing guaranty and shall remain in effect until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash in accordance with the terms of the Lease.

17.3.1.4 In the event that all or any portion of the Guaranteed Obligations are paid by Tenant or Lease Guarantor, the Guaranteed Obligations of Lease Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or for any other reason. Any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under the Lease Guaranty.

17.3.1.5 The Lease Guaranty shall continue in full force and be binding upon Lease Guarantor, its successors and assigns, in accordance with its terms. Lease Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the Guaranteed Obligations.

17.3.1.6 The Lease Guaranty shall inure to the benefit of Landlord and its permitted successors and assigns, including any Landlord's Lender to which the Lease has been assigned and its permitted successors and assigns.

17.3.1.7 Lease Guarantor, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to permit Lease Guarantor to guarantee the Guaranteed Obligations hereunder.

17.3.1.8 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that in connection with the implementation of a Leasehold Foreclosure with MLSA Assumption, this Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of the equity in Tenant, (ii) any other exercise of remedies by the applicable Leasehold Lender, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager, on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) any changes or modifications with respect to the Lease of any nature in connection with such Leasehold Foreclosure with MLSA Assumption pursuant to and contemplated by the third to last paragraph of Section 22.2 of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.8 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.9 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that if a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease, then, in any such event, this

Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of the equity in Tenant or any other exercise of remedies by the applicable Leasehold Lender, (ii) any termination of the Lease, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) the entry into the New Lease on the terms and conditions contemplated under Section 17.1(f) of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.9 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.10 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that Lease Guarantor shall, at the request of Landlord, affirm or reaffirm in writing all of its obligations under this Agreement including as Lease Guarantor in respect of the Lease or any New Lease, as applicable, upon the occurrence of any of the following: (i) any Lease Foreclosure Transaction in accordance with Section 22.2(i) of the Lease in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease (*provided* that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); (ii) the assumption by any Person (including a Person that is unrelated to Manager or Lease Guarantor) of Tenant's rights and obligations under the Lease in connection with any such Lease Foreclosure Transaction (*provided* that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); or (iii) the execution of any New Lease by any Person (including a Person that is unrelated to Manager or Lease Guarantor) in accordance with Section 17.1(f) of the Lease, in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease. Lease Guarantor expressly acknowledges and agrees that Lease Guarantor's failure to so reaffirm in a writing reasonably acceptable to Landlord all of its obligations under this Agreement within five (5) days of a request from Landlord shall be an immediate Lease Guarantor Event of Default. In addition, and without limitation of anything otherwise contained in this Agreement, Lease Guarantor acknowledges it has executed and delivered to Landlord that certain Indemnity Agreement, Power of Attorney and Related Covenants (Non-CPLV), pursuant to which, among other things, Lease Guarantor has appointed Landlord as its attorney-in-fact with full power in Lease Guarantor's name and behalf to execute and deliver at any time an affirmation or

reaffirmation of this Agreement, including as to the Lease Guaranty. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS AGREEMENTS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.10 OR THE POWER OF ATTORNEY GRANTED PURSUANT TO THE AFORESAID INDEMNITY AGREEMENT, POWER OF ATTORNEY AND RELATED COVENANTS (NON-CPLV) ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.2 Subrogation. Until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash, Lease Guarantor shall withhold exercise of (a) any rights of reimbursement, indemnity or subrogation against Tenant arising from any payment of Guaranteed Obligations by Lease Guarantor, (b) any right of contribution Lease Guarantor may have against any other Person that is liable under the Lease arising from such payment or otherwise in connection with the Lease or this Agreement, (c) any right to enforce any remedy which Lease Guarantor now has or may hereafter have against Tenant or Manager or (d) any benefit of, and any right to participate in, any security now or hereafter held by Landlord in respect of the Lease. Lease Guarantor further agrees that any rights of reimbursement, indemnity or subrogation Lease Guarantor may have against Tenant or against any collateral or security, and any rights of contribution Lease Guarantor may have against any other Person, in connection with any payment of Guaranteed Obligations or otherwise under this Agreement or the Lease by Lease Guarantor shall be junior and subordinate to any rights Landlord may have against Tenant or any such other Person, to all right, title and interest Landlord may have in any such collateral or security, and to any rights Landlord may have against Tenant or any such other Person. If any amount shall be paid to Lease Guarantor on account of any such reimbursement, indemnity, subrogation or contribution rights at any time prior to the Guaranty Covenant Termination Date, such amount shall be held in trust for Landlord and shall forthwith be paid over to Landlord to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Lease or any applicable security agreement. In addition, any indebtedness of Tenant now or hereafter held by Lease Guarantor is hereby subordinated in right of payment to the prior irrevocable payment in full in cash of the Guaranteed Obligations; *provided* that, the foregoing notwithstanding, Tenant may make payments with respect to such indebtedness unless (A) a Tenant Lease Event of Default has occurred and is continuing or (B) any monetary default by Tenant under the Lease has occurred and is continuing with respect to which Landlord has delivered to Lease Guarantor a Lease Guaranty Claim or otherwise delivered written notice to Tenant or Lease Guarantor.

17.3.3 Enforcement.

17.3.3.1 The obligations of Lease Guarantor hereunder are independent of the obligations of Tenant under the Lease. The Lease Guaranty may be enforced by Landlord without the necessity at any time of resorting to or exhausting any other security (such as, for example, any security deposit of Tenant held by Landlord) or collateral and without the necessity at any time of having recourse to the remedy provisions of the Lease (such as, for example, terminating the Lease) or otherwise, and

Lease Guarantor hereby expressly waives the right to require Landlord to proceed against Tenant or any other Person, to exercise its rights and remedies under the Lease, or to pursue any other remedy whatsoever against any Person, security or collateral or enforce any other right at law or in equity. Without limitation of the generality of the foregoing, it shall not be necessary for Landlord (and Lease Guarantor hereby waives any rights which it may have to require Landlord), in order to enforce any Guaranteed Obligation against Lease Guarantor, first to institute suit or exhaust its remedies against any other Person, security or collateral or resort to any other means of obtaining payment of any Guaranteed Obligation. Nothing herein shall prevent Landlord from suing any Person to enforce the terms of the Lease or from exercising any other rights available to Landlord under the Lease or any other instrument or agreement, and the exercise of any of the aforesaid rights shall not affect the obligations of Lease Guarantor hereunder. Lease Guarantor understands that the exercise, or any forbearance from exercising, by Landlord of certain rights and remedies contained in the Lease may affect or eliminate Lease Guarantor's right of subrogation against Tenant and that Lease Guarantor may therefore incur liability hereunder that is not subject to reimbursement; nevertheless Lease Guarantor hereby authorizes and empowers Landlord to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Lease Guarantor that its Guaranteed Obligations hereunder shall be absolute, independent and unconditional, in each case in accordance with its terms hereunder.

17.3.3.2 No failure or delay on the part of Landlord in exercising any right, power or privilege under the Lease Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.3.3.3 It is understood that Landlord, without impairing the Lease Guaranty, may, subject to the terms of the Lease, apply payments from Tenant or from any reletting of the Leased Property upon a default by Tenant or from or in connection with any exercise of rights or remedies, to any due and unpaid rent or other charges or to such other Guaranteed Obligations owed by Tenant to Landlord pursuant to the Lease in such amounts and in such order as Landlord, in its sole and absolute discretion, determines; *provided* that any amount so paid and applied reduces the aggregate outstanding liabilities of Tenant under the Lease by such amount as required under the Lease.

#### 17.3.4 Waivers and Other Acknowledgments.

17.3.4.1 Subject to Section 17.2 above, Lease Guarantor hereby waives (i) diligence, presentment, demand of payment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor with respect to any of the Guaranteed Obligations and this Agreement and any requirement that Landlord protect any property related thereto, (ii) all notices to Lease Guarantor, Tenant or any other person (whether of nonpayment, termination, acceptance of the Lease Guaranty, default under the Lease, loans or defaults under loans, assignment or sublease, sale of the Leased

Property, changes in ownership of Landlord or Tenant, or any other matters relating to the Lease, the Leased Property or related matters, whether or not referred to herein, and including any and all notices of the creation, renewal, extension, modification or accrual of any Guaranteed Obligations arising under the Lease) in connection with or related to a claim under the Lease Guaranty, (iii) all demands whatsoever in respect of a claim under the Lease Guaranty, (iv) any requirement of diligence or promptness on Landlord's part in the enforcement of its rights under the provisions of the Lease Guaranty and this Agreement, (v) any defense to the obligation to make any payments required under the Lease Guaranty (vi) any defense based upon an election of remedies by Landlord, (vii) any defense based on any right of set-off or recoupment or counterclaim against or in respect of the obligations of Lease Guarantor hereunder, and (viii) notice of adverse change in Tenant's financial condition, or any other fact that might materially increase the risk to Lease Guarantor with respect to any of the Guaranteed Obligations. Notice or demand given to Lease Guarantor in any instance will not entitle Lease Guarantor to notice or demand in similar or other circumstances nor constitute Landlord's waiver of its right to take any future action in any circumstance without notice or demand. Lease Guarantor agrees that its Guaranteed Obligations hereunder shall not be affected by any circumstances which might otherwise constitute a legal or equitable discharge of a guarantor or surety. Lease Guarantor agrees that (other than during a Section 5.9.1(c) Period) it shall be collaterally estopped from contesting, and shall be bound conclusively in any subsequent action, in any jurisdiction, by the judgment in any action by Landlord against Tenant in connection with the Lease or any other Lease/MLSA Related Agreement (wherever instituted) as if Lease Guarantor were a party to such action even if not so joined as a party unless Lease Guarantor attempted to join such action and was not permitted to do so by Landlord.

17.3.4.2 Lease Guarantor hereby waives, and agrees that it shall not at any time insist upon, plead, or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets, or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent, or otherwise affect the performance by Lease Guarantor of its obligations under, or the enforcement by Landlord of, the Lease Guaranty. Lease Guarantor represents, warrants, and agrees that, as of the date of this Agreement, its obligations under this Lease Guaranty are not subject to any offsets or defenses against Landlord or Tenant of any kind. Lease Guarantor further agrees that its obligations under this Lease Guaranty shall not be subject to any counterclaims (to the fullest extent permitted under Applicable Law), offsets, or defenses (except the defense of actual payment or performance) against Landlord or against Tenant of any kind which may arise in the future.

17.3.4.3 Lease Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of Tenant, and of any and all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that Lease Guarantor assumes and incurs hereunder, and agrees that Landlord shall not have any duty to advise Lease Guarantor of any information known to Landlord (or otherwise) regarding such circumstances or risks.

#### 17.3.5 Lease Guarantor Release.

17.3.5.1 Notwithstanding anything else contained in this Agreement, the obligations and liabilities of Lease Guarantor hereunder shall not terminate, be released or be reduced in any respect (including if this Agreement is terminated for any reason) except as expressly set forth in this Section 17.3.5.

17.3.5.2 Subject to the remaining provisions of this Section 17.3.5 and Section 17.3.1.4, the liability of Lease Guarantor in respect of the Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) shall automatically terminate, and Lease Guarantor shall be automatically released from its obligations under this Agreement including its obligation to pay any Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) to Landlord (the date upon which a release as described in this sentence occurs is referred to in this Agreement as the “**Guaranty Release Date**”) (i) upon the occurrence of the expiration or termination of this Agreement in accordance with the express provisions of Section 16.2; (ii) upon the effectuation of the Replacement Structure and execution and effectiveness of a Replacement MLSA in accordance with the express provisions of Section 21.1, following a Non-Consented Lease Termination; (iii) if, following a Non-Consented Lease Termination, (x) Landlord or any Landlord’s Lender, as applicable, elects in writing that the Replacement Structure shall not occur or (y) the Replacement Structure does not occur as a direct and proximate result of Landlord’s acts or failure to act in accordance with Article XXI, in each case, solely to the extent expressly provided in Section 21.3; or (iv) if (x) Manager shall be terminated for Cause by Landlord expressly and in writing and (y) an arbitrator in a Cause Arbitration under clause (1) of the definition of “Terminated for Cause” subsequently determines that Cause did not exist for termination of Manager thereunder (it being understood that in the case of this clause (iv), the Guaranty Release Date shall be deemed to be the date of Manager’s termination as set forth in clause (1) of the definition of “Terminated for Cause”). For the avoidance of doubt, except as expressly set forth in this Section 17.3.5.2, the termination of this Agreement for any reason shall not result in the termination, release or reduction of Lease Guarantor’s obligations or liabilities under this Agreement in any respect.

17.3.5.3 In connection with any release occurring on the Guaranty Release Date as described in Section 17.3.5.2, Landlord shall take such action and execute any such documents as may be reasonably requested by Lease Guarantor to evidence such release.

17.3.5.4 Notwithstanding the foregoing provisions of this Section 17.3.5 or anything else otherwise set forth in this Agreement, (i) in the event that Manager is Terminated for Cause, then, except as set forth in Section 17.3.5.2(iv), this Agreement shall not terminate with respect to Lease Guarantor in any respect (and Lease Guarantor shall not be released from any obligation or liability in respect of any aspect of the Guaranteed Obligations) and Lease Guarantor’s obligations shall remain in full force and effect in accordance with (and subject to) the terms of this Agreement, (ii) during any Transition Period, the obligations of Lease Guarantor, Tenant, Manager and Landlord

hereunder shall continue in all respects for the duration of such Transition Period in accordance with (and subject to) the terms of this Agreement (it being understood that, in such event, Manager shall continue to act as manager pursuant to the provisions, terms and conditions of this Agreement and the Transition Services Agreement in accordance with Section 16.3.9 hereof), (iii) in the event of a Non-Consented Lease Termination, the obligations of Lease Guarantor and the other Parties hereunder shall be governed by Article XXI, and (iv) in the event a Severed Lease and Severed MLSA are entered into in accordance with Section 16.4, Lease Guarantor's obligations with respect to the Balance Lease, the Severed Lease, this Agreement and the Severed MLSA shall be as described in Section 16.4.

17.3.5.5 [Reserved]

17.3.5.6 Notwithstanding anything contained in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without intending to vitiate, limit or supersede Section 1.3 hereof), but subject to Section 17.3.5.2, in the event this Agreement or any of the other Lease/MLSA Related Agreements (or any portion of any of them) is unenforceable (for any reason whatsoever) against any Party to this Agreement, including, without limitation, as a result of rejection of this Agreement or any of the other Lease/MLSA Related Agreements in any bankruptcy, insolvency, dissolution or other proceeding, the Lease Guaranty shall remain in full force and effect without any change or impairment (and shall not be terminated, released or reduced) in any respect, and shall be treated as if all of the obligations and liabilities of the Lease Guaranty were set forth, *ab initio*, in a separate instrument to which the Party against which this Agreement or any such Lease/MLSA Related Agreement (or any portion of any of them) is unenforceable is not a party.

17.3.5.7 Notwithstanding anything otherwise contained in this Agreement, for so long as any portion of the Guaranteed Obligations (including any Guaranty Termination Obligations) payable pursuant to this Agreement has not been irrevocably paid in full in cash or if any Guaranteed Obligations have been reinstated in accordance with Section 17.3.1.4, all provisions, terms and conditions of this Agreement shall survive and remain in full force and effect to the extent necessary so that Landlord may exercise any and all rights and remedies available to it in respect of the Lease Guaranty hereunder, including any and all rights available to Landlord in respect of any Lease Guarantor Event of Default or any nonpayment in full in cash of any and all such Guaranteed Obligations as and when provided hereunder; *provided* that the provisions of Article XI and Section 17.4 shall terminate on the Guaranty Covenant Termination Date.

17.4 Guarantor Covenants.

17.4.1 Asset Sales. Prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not effect any Asset Sale unless:

(1) Lease Guarantor receives consideration equal to at least the Fair Market Value (as determined in good faith by a responsible officer of Lease Guarantor or, with respect to any Asset Sale to an Affiliate, as determined pursuant to the opinion referred to in clause (2) below) of the disposed assets measured as of the date of such Asset Sale; and



(2) in the case of any Asset Sale to an Affiliate of Lease Guarantor, (a) such Asset Sale is approved by a majority of the Independent Directors of Lease Guarantor; (b) Lease Guarantor obtains an opinion from an Approved Fairness Opinion Firm that such Asset Sale is fair to Lease Guarantor from a financial point of view after such Approved Fairness Opinion Firm conducts an independent assessment of all material terms of such Asset Sale; and (c) prior to the consummation of any such Asset Sale, (i) Lease Guarantor offers, in writing, to make such Asset Sale to Landlord on the same terms on which such Asset Sale is proposed to be made to such Affiliate and (ii) Landlord either declines such offer or fails to provide written notice of acceptance of such offer to Lease Guarantor within thirty (30) Business Days of the date such offer is made to Landlord (in which event Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord). To constitute a valid offer in accordance with clause (2)(c)(i), above, Lease Guarantor shall furnish to Landlord all material information made available to the purchaser in such Asset Sale, including at a minimum, basic information identifying the applicable assets, material acquisition terms, including, without limitation, the purchase price and reasonable historical financial and all other customary diligence materials and other information relating to the applicable assets to be sold and such additional information as may be reasonably requested by Landlord and in the possession or control of Lease Guarantor or its Affiliates.

17.4.2 Acceptance of Asset Sale Offer. If Landlord accepts any offer described in clause (2)(c)(i), of Section 17.4.1 within the time limit and in the manner described in clause (2)(c)(ii) of Section 17.4.1, then Landlord (or any designee of Landlord) and Lease Guarantor shall promptly proceed to consummate the Asset Sale contemplated by such offer on the terms set forth in such offer; *provided* that the parties shall be entitled to a minimum period of forty five (45) days between acceptance of the offer and the closing. In the event Landlord (or such designee) fails to consummate such Asset Sale on such terms, then Landlord shall be deemed to have declined such offer for purposes of this Section 17.4 and Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord.

17.4.3 Dividends. In addition to any other applicable restrictions hereunder, prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not, directly or indirectly, declare or pay any dividend or make any other distribution with respect to its capital stock or other equity interests with any assets other than cash unless such dividend or distribution would not reasonably be expected to result in Lease Guarantor's inability to perform its Lease Guaranty obligations under this Agreement.

17.4.4 Restricted Payments. In addition to the foregoing, prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, Lease Guarantor shall not directly or indirectly (i) declare or pay, or cause to be declared or paid, any dividend, distribution, any other direct

or indirect payment or transfer (in each case, in cash, stock, other property, a combination thereof or otherwise) with respect to any of Lease Guarantor's capital stock or other equity interests, (ii) purchase or otherwise acquire or retire for value any of Lease Guarantor's capital stock or other equity interests, or (iii) engage in any other transaction with any direct or indirect holder of Lease Guarantor's capital stock or other equity interests which is similar in purpose or effect to those described above (collectively, a "**Restricted Payment**"), except that Lease Guarantor can execute (1) any of the transactions outlined above if: (a) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$5.5 billion, (b) the amount of such dividend, distribution, or other transaction (together with any and all other such dividends and distributions and other transactions made under this clause (1)(b)) but excluding, for the avoidance of doubt, any dividends, distributions or other transactions to be made under clause (1)(c) or (2), below in such fiscal year, does not exceed, in the aggregate, (x) 25% of the net proceeds, up to a cap of \$25 million in any fiscal year, from the disposition of assets by Lease Guarantor and its subsidiaries, plus (y) \$100 million from other sources in any fiscal year or (c) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$4.5 billion and the aggregate amount of such dividends, distributions or other transactions made under this clause (c) (excluding, for the avoidance of doubt, any dividends, distributions or other transactions made under clause (1)(b) above or clause (2) below in such fiscal year) is less than or equal to \$125 million in any fiscal year and is funded solely by asset sale proceeds or (2) any transaction described in clause (ii) above so long as the aggregate amount of all such transactions made under this clause (2) (excluding for the avoidance of doubt, any such transactions made from and after the date hereof under clause (1)(b) or (1)(c) above) is less than or equal to \$199,500,000.00 (it being understood that from and after such time that the aggregate amount of all such transactions made from and after the date hereof under this clause (2) exceeds \$199,500,000.00, no further transactions shall be permitted under this clause (2)). Prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, except as provided in clause (1)(a) or (1)(c) in the preceding sentence, any net proceeds from the disposition of assets by Lease Guarantor or its subsidiaries after the Commencement Date in excess of \$25 million that are directly or indirectly distributed to, or otherwise received by, Lease Guarantor in any fiscal year shall not be used to fund any Restricted Payment.

#### 17.4.5 Springing Covenants and Liens.

17.4.5.1 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor either (i) guaranties all or any portion of any Opco First Lien Debt (any such guaranty, an "**Opco Debt Guaranty**"), and the obligations under any such Opco Debt Guaranty are at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC or (ii) causes all or any portion of the obligations under the Opco First Lien Debt to be at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC (any and all such property in clauses (i) and (ii), "**Lease/Debt Guaranty Collateral**"), then, in each such instance and for so long as any such Opco Debt Guaranty or Lease/Debt Guaranty Collateral is outstanding, Lease Guarantor shall, and shall cause any and all other

grantors of Lease/Debt Guaranty Collateral to grant, in the same security agreement documenting the grant of a security interest in the Lease/Debt Guaranty Collateral in favor of the Opco First Lien Debt (an “**Opco First Lien Debt Security Interest**”), to Landlord a lien (a “**Lease Guaranty Security Interest**”) on all Lease/Debt Guaranty Collateral, which Lease Guaranty Security Interest shall secure all obligations of Lease Guarantor under the Lease Guaranty and shall rank *pari passu* with the Opco First Lien Debt Security Interest; *provided* that if the Lease/Debt Guaranty Collateral is limited solely to a pledge of Lease Guarantor’s or any other such grantor’s equity interest in CEOC, then neither Lease Guarantor nor any other such grantor shall be required to grant a Lease Guaranty Security Interest. Any Lease Guaranty Security Interest granted pursuant to this Section 17.4.5 shall be automatically released upon the earlier of (i) the Guaranty Covenant Termination Date and (ii) the release of the respective Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing). Any Lease Guaranty Security Interest shall be a “silent” security interest, and Landlord shall have no voting, enforcement or default-related rights with respect to such security interest unless and until the earlier of (x) the occurrence of a Lease Guarantor Event of Default and (y) the occurrence of any event that would permit the holders of the applicable Opco First Lien Debt to take enforcement actions in respect of such Opco First Lien Debt Security Interest, at which time Landlord shall be permitted to exercise all rights available to a secured creditor with respect to the Lease/Debt Guaranty Collateral, including all rights available to any holder of an Opco First Lien Debt Security Interest. Lease Guarantor shall cause the beneficiaries of any Opco First Lien Debt Security Interest to enter into and become bound by an intercreditor agreement that is consistent with this provision and that is reasonably acceptable to Lease Guarantor and Landlord and containing, among other things, provisions governing the *pari passu* nature of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest, and the “waterfall” by which any proceeds of, or collections on, the Lease/Debt Guaranty Collateral will be distributed on an equal and ratable basis as between the beneficiaries of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest.

17.4.5.2 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor becomes obligated on any Opco Debt Guaranty or Opco First Lien Debt Security Interest (it being understood that a customary equity pledge solely of Lease Guarantor’s equity interests in CEOC shall not be deemed to be an Opco First Lien Debt Security Interest, unless such pledge includes covenants other than those customary for a pledge of such type or specifically relating to the pledge of equity interests in CEOC (*e.g.*, covenants concerning Lease Guarantor’s or such other grantor’s existence and place of organization, other covenants relating to maintaining the validity, enforceability, perfection, and priority of the pledge and prohibitions of liens on the pledged collateral)), and the obligations that are the subject of such Opco Debt Guaranty or Opco First Lien Debt Security Interest are refinanced at any time as part of a Non-Third Party Financing, then any covenant provisions included in such Opco Debt Guaranty or Opco First Lien Debt Security Interest that are applicable to Lease Guarantor

and its subsidiaries shall be automatically incorporated into this Agreement, *mutatis mutandis*, and shall apply to Lease Guarantor and any such subsidiaries, for the benefit of Landlord hereunder. Any such covenants that are so incorporated into this Agreement shall automatically cease to apply to Lease Guarantor and any such subsidiaries upon the earlier of (x) the Guaranty Covenant Termination Date and (y) the release of the respective Opco Debt Guaranty or Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing).

17.4.6 Lease Guaranty Unaffected. Each of the Parties acknowledges and agrees that the making of the Lease Guaranty by CEC to Landlord was a material, critical and indispensable inducement to Landlord agreeing to enter into this Agreement and the other Lease/MLSA Related Agreements, and, but for the fact that CEC has delivered the Lease Guaranty to Landlord, Landlord would not have entered into this Agreement or any of the other Lease/MLSA Related Agreements. For this and other reasons, it is the intent of the Parties that, other than as expressly provided in Section 17.3.5, the Lease Guaranty will continue in full force and effect under any and all circumstances and shall not be terminated, released, impaired or reduced in any respect.

17.5 Lease Guarantor Representations and Warranties.

17.5.1 Corporate Existence; Compliance with Law. Lease Guarantor represents and warrants as of the date of this Agreement that Lease Guarantor (i) is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware; (ii) is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification; and (iii) is in compliance with all Applicable Law where the failure to comply would reasonably be expected to have a materially adverse effect on Lease Guarantor's ability to pay the Guaranteed Obligations or perform its other obligations in accordance with the terms hereof.

17.5.2 Corporate Power; Authorization; Enforceable Guaranteed Obligations. The execution, delivery, and performance of the Lease Guaranty and all instruments and documents to be delivered by Lease Guarantor hereunder (i) are within Lease Guarantor's corporate powers, (ii) have been duly authorized by all necessary or proper corporate action, (iii) are not in contravention of any provision of Lease Guarantor's articles or certificate of incorporation or by-laws, (iv) will not violate any law or regulations, or any order or decree of any court or governmental instrumentality, (v) will not conflict with or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which Lease Guarantor is a party or by which Lease Guarantor or any of its property is bound, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder, (vi) will not result in the creation or imposition of any lien upon any of the property of Lease Guarantor (except to the extent provided in Section 17.4.5), and (vii) do not require the consent or approval of any

governmental body, agency, authority, or any other person except those already obtained, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder. This Lease Guaranty is duly executed and delivered on behalf of Lease Guarantor and constitutes a legal, valid, and binding obligation of Lease Guarantor, enforceable against Lease Guarantor in accordance with its terms (subject to any applicable principles of equity and bankruptcy, insolvency and other laws generally affecting creditors' rights).

17.6 Bankruptcy.

17.6.1 Lease Guarantor agrees and acknowledges that it shall not file a petition for relief as a debtor under any chapter of the Bankruptcy Code or any other bankruptcy, insolvency, debt composition, moratorium, receiver or similar federal or state laws for the purpose of limiting its liability hereunder, including by operation of Section 502(b) of the Bankruptcy Code or similar provisions. Lease Guarantor further agrees and acknowledges that, if, notwithstanding the foregoing, it shall seek any such relief, Lease Guarantor's violation of this provision will constitute "cause" to dismiss any such proceeding, including under Section 1112 of the Bankruptcy Code, and Lease Guarantor will not and will not attempt to (and will oppose any effort by any other party to) oppose any motion or request by Landlord or any other party to dismiss any such proceeding.

17.6.2 Lease Guarantor further agrees and acknowledges that its guaranty of the Guaranteed Obligations under this Agreement shall be fully enforceable against Lease Guarantor in any bankruptcy, insolvency, dissolution or other proceeding, and Lease Guarantor hereby represents, acknowledges and agrees that it will not and will not attempt to (and will oppose any effort by any other party to) impair, reduce, cap, limit, or otherwise restrict the claims of Landlord in any such proceeding including, but not limited to, by operation of Section 502(b) of the Bankruptcy Code.

17.6.3 Lease Guarantor further agrees and acknowledges that it will not and will not attempt to (and will oppose any effort by any other party to) characterize in any bankruptcy, insolvency, dissolution or other proceeding Landlord's claims to recover any Guaranteed Obligations as claims of a lessor for damages resulting from the termination of a lease of real property.

**ARTICLE XVIII**

**DISPUTE RESOLUTION**

18.1 Generally.

18.1.1 Except for disputes specifically provided in this Agreement to be referred to Expert Resolution, all claims, demands, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with, or related to, this Agreement, whether legal or equitable, known or unknown, contingent or otherwise shall be resolved in the United States District Court for the Southern District of New York and any appellate courts thereto, or if federal jurisdiction is lacking, then in

the state courts of New York State located in New York County. The Parties agree that service of process for purposes of any such litigation or legal proceeding need not be personally served or served within the State of New York, but may be served with the same effect as if the Party in question were served within the State of New York, by giving notice containing such service to the intended recipient (with copies to counsel) in the manner provided in Section 20.5. This provision shall survive and be binding upon the Parties after this Agreement is no longer in effect.

18.1.2 If any dispute between or among any of the Parties or any of their respective Affiliates is pending in any state or federal court located in the State of New York with respect to this Agreement, and any subsequent dispute arises between or among one or more Parties or any of their respective Affiliates which is not required by this Agreement to be referred to Expert Resolution and is pending in any other state or federal court, the Parties shall (to the extent permissible under applicable rules) jointly move to consolidate such subsequent dispute in the same court (located in the State of New York) with the pending dispute, and in the event that the court declines to consolidate the disputes (or consolidation is not permissible under applicable rules), the Parties shall request that the court refer the subsequent dispute to the judge presiding over the pending dispute as a related case, it being the intent of the Parties to keep any litigation relating to this Agreement within the same court to the fullest extent possible under the law.

18.2 Expert Resolution. With respect to any dispute expressly provided herein to be submitted to an Expert pursuant to this Agreement, any Party that is party to such dispute may require that the dispute be submitted to final and binding arbitration (without appeal or review) in New York, New York (“**Expert Resolution**”), administered by an independent arbitration tribunal consisting of three (3) arbitrators, one of which is appointed by each Party and the third arbitrator shall be selected by the other two arbitrators (collectively, the “**Expert**”). Such Expert Resolution shall be conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Expert shall be a person having not less than ten (10) years’ experience in the area of expertise on which the dispute is based and having no conflict of interest with either Party. With respect to any dispute to be submitted to an Expert pursuant to this Agreement, the use of the Expert shall be the exclusive remedy of the Parties, and neither Party shall attempt to adjudicate such dispute in any other forum. The decision of the Expert shall be final and binding on the applicable Parties involved in such dispute and such Expert Resolution proceeding and shall not be capable of challenge, whether by Expert Resolution, arbitration, in court or otherwise.

18.2.1 Related Disputes.

18.2.1.1 Any two (2) or more disputes which are required to be submitted to an Expert under this Agreement shall be considered related for purposes of this section if they involve the same or substantially similar issues of law or fact. In the event any Party to a dispute (the “**Subsequent Related Dispute**”) designates it as being related to a prior or pending dispute (the “**Prior Related Dispute**”), the Subsequent

Related Dispute shall be referred for resolution to the Expert to whom the Prior Related Dispute was referred (the “**Initial Expert**”). If a Party objects to the designation of a Subsequent Related Dispute as being related to a Prior Related Dispute, the objection shall be resolved by the Initial Expert. If the Initial Expert concludes that the disputes are related, the Subsequent Related Dispute shall be resolved by the Initial Expert in accordance with this Section 18.2, and to the extent practical, issues in the Subsequent Related Dispute that are the same or substantially similar as in the Prior Related Dispute, shall be resolved in a manner consistent with the resolution of such issues in the Prior Related Dispute. If the Initial Expert concludes that the Subsequent Related Dispute is not related to the Prior Related Dispute, the Subsequent Related Dispute shall be referred to an Expert selected in accordance with the introductory paragraph of this Section 18.2.

18.2.1.2 Notwithstanding anything to the contrary contained in this Agreement, if a claim is asserted involving an alleged Event of Default under this Agreement (a “**Default Claim**”), any and all issues, whether legal, factual or otherwise, relating to such Default Claim shall be resolved exclusively by a state or federal court located in the State of New York in accordance with the provisions hereof regardless of whether any of such issues would otherwise be required to be referred to an Expert for resolution under a provision of this Agreement; *provided that*, subject to Section 18.2.3, any decision by an Expert made in accordance with this Agreement which was rendered prior to the assertion of a Default Claim and which relates to such Default Claim shall be considered final and binding in any court proceeding involving such Default Claim, it being the intent and understanding of the Parties that, except for specific issues that were determined by an Expert before a Default Claim is asserted, all issues relating to such Default Claim shall be resolved exclusively by the court in the action or proceeding involving the Default Claim.

18.2.2 Restrictions on Expert. THE EXPERT SHALL HAVE NO AUTHORITY TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT, INCLUDING SECTION 18.7.5, AND SHALL BE BOUND BY APPLICABLE LAW. ALL PROCEEDINGS, AWARDS AND DECISIONS UNDER ANY EXPERT RESOLUTION PROCEEDING SHALL BE STRICTLY PRIVATE AND CONFIDENTIAL, EXCEPT AS MAY BE NECESSARY TO ENFORCE THE SAME.

18.2.3 Landlord and Expert Resolution. For the avoidance of doubt and without limiting Section 2.5 in any manner, and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that (i) any determination made by an Expert under this Agreement that does not involve any rights or obligations of Landlord hereunder shall not be binding on Landlord, (ii) any determination made by an Expert under this Agreement that involves any rights or obligations of Landlord hereunder shall not be binding on Landlord unless Landlord was provided with the similar opportunity to participate therein as the other parties thereto, (iii) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease does not subject such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such dispute shall not be required to be submitted to Expert Resolution and (iv) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease subjects such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such arbitration shall be conducted in accordance with the applicable provisions in the Lease.

18.3 Time Limit. With respect to any dispute required hereunder to be submitted to Expert Resolution, such Expert Resolution of a dispute must be commenced within twelve (12) months from the date on which a Party first gave written notice to the other applicable Party of the existence of the dispute, and any Party who fails to commence litigation or Expert Resolution within such twelve (12) month period shall be deemed to have waived any of its affirmative rights and claims in connection with the dispute and shall be barred from asserting such rights and claims at any time thereafter except as a defense to any related or similar claims subsequently raised by the other party. An Expert Resolution shall be deemed commenced by a Party when the Party sends a notice to the other Party and to the American Arbitration Association, identifying the dispute and requesting Expert Resolution. Litigation shall be deemed commenced by a Party when the Party serves a complaint (or, as the case may be, a counterclaim) on the other Party with respect to the dispute. For the avoidance of doubt, the foregoing shall not be construed to require the commencement within any particular period of time of any litigation involving disputes that are not required hereunder to be submitted to Expert Resolution.

18.4 Prevailing Party's Expenses. The prevailing Party in any Expert Resolution, litigation or other legal action or proceeding arising out of, in connection with or related to this Agreement shall be entitled to recover from the losing Party all reasonable fees, costs and expenses incurred by the prevailing Party in connection with such Expert Resolution, litigation or other legal action or proceeding (including any appeals and actions to enforce any Expert Resolution awards and court judgments), including reasonable fees, expenses and disbursements for attorneys, experts and other third parties engaged in connection therewith and its share of the fees and costs of the Expert. If a Party prevails on some, but not all, of its claims, such Party shall be entitled to recover an equitable amount of such fees, expenses and disbursements, as determined by the applicable Expert(s) or court. All amounts recovered by the prevailing Party under this Section 18.4 shall be separate from, and in addition to, any other amount included in any Expert Resolution award or judgment rendered in favor of such Party.

#### 18.5 WAIVERS

18.5.1 JURISDICTION AND VENUE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DEFENSES BASED ON LACK OF JURISDICTION OR INCONVENIENT VENUE OR FORUM FOR ANY LITIGATION OR OTHER LEGAL ACTION OR PROCEEDING PURSUED BY ANY OTHER PARTY IN THE JURISDICTION AND VENUE SPECIFIED IN SECTION 18.1.

18.5.2 TRIAL BY JURY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.



18.5.3 [RESERVED]

18.5.4 DECISIONS IN PRIOR CLAIMS. SUBJECT TO SECTION 18.2.1.2, EACH PARTY AGREES THAT IN ANY EXPERT RESOLUTION OR LITIGATION BETWEEN THE PARTIES, THE EXPERT(S) OR COURT SHALL NOT BE PRECLUDED FROM MAKING ITS OWN INDEPENDENT DETERMINATION OF THE ISSUES IN QUESTION, NOTWITHSTANDING THE SIMILARITY OF ISSUES IN ANY OTHER EXPERT RESOLUTION OR LITIGATION INVOLVING MANAGER OR ANY OF ITS AFFILIATES, AND EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO CLAIM THAT A PRIOR DISPOSITION OF THE SAME OR SIMILAR ISSUES PRECLUDES SUCH INDEPENDENT DETERMINATION.

18.5.5 PUNITIVE, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN ANY EXPERT RESOLUTION, LAWSUIT, LEGAL ACTION OR PROCEEDING BETWEEN ANY OF THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT, THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL RIGHTS TO ANY CONSEQUENTIAL, LOST PROFITS, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES (OTHER THAN, AS TO ALL SUCH FORMS OF DAMAGES, (I) STATUTORY RIGHTS; (II) ANY GUARANTEED OBLIGATIONS ARISING UNDER THE LEASE OR THE GOLF COURSE USE AGREEMENT; AND/OR (III) A CLAIM FOR RECOVERY OF ANY SUCH DAMAGES THAT THE CLAIMING PARTY IS REQUIRED BY A COURT OF COMPETENT JURISDICTION OR THE EXPERT TO PAY TO A THIRD PARTY), AND ACKNOWLEDGE AND AGREE THAT THE RIGHTS AND REMEDIES IN THIS AGREEMENT, AND ALL OTHER RIGHTS AND REMEDIES AT LAW AND IN EQUITY, WILL BE ADEQUATE IN ALL CIRCUMSTANCES FOR ANY CLAIMS THE PARTIES MIGHT HAVE WITH RESPECT TO DAMAGES.

18.6 Survival and Severance. This Article XVIII shall survive the expiration or termination of this Agreement. The provisions of this Article XVIII are severable from the other provisions of this Agreement and shall survive and not be merged into any termination or expiration of this Agreement or any judgment or award entered in connection with any dispute, regardless of whether such dispute arises before or after termination or expiration of this Agreement, and regardless of whether the related Expert Resolution or litigation proceedings occur before or after termination or expiration of this Agreement. If any part of this Article XVIII is held to be unenforceable, it shall be severed and shall not affect either the duties to submit any dispute to Expert Resolution or any other part of this Article XVIII.

18.7 ACKNOWLEDGEMENTS.

TENANT AND MANAGER EACH ACKNOWLEDGE AND CONFIRM TO THE OTHER THAT:

18.7.1 INFORMED INVESTOR. THE ACKNOWLEDGING PARTY HAS HAD THE BENEFIT OF LEGAL COUNSEL AND ALL OTHER ADVISORS DEEMED NECESSARY OR ADVISABLE TO ASSIST IT IN THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND THE OTHER PARTY'S ATTORNEYS HAVE NOT REPRESENTED THE ACKNOWLEDGING PARTY, OR PROVIDED ANY LEGAL COUNSEL OR OTHER ADVICE TO THE ACKNOWLEDGING PARTY, WITH RESPECT TO THIS AGREEMENT.

18.7.2 BUSINESS RISKS. THE ACKNOWLEDGING PARTY (A) IS A SOPHISTICATED PERSON, WITH SUBSTANTIAL EXPERIENCE IN THE OWNERSHIP AND OPERATION OF COMMERCIAL DEVELOPMENT PROJECTS; (B) RECOGNIZES THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT INVOLVE SUBSTANTIAL BUSINESS RISKS; AND (C) HAS MADE AN INDEPENDENT INVESTIGATION OF ALL ASPECTS OF THIS AGREEMENT SUCH PARTY DEEMS NECESSARY OR ADVISABLE.

18.7.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES. NO PARTY HAS MADE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER TO ANY OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND NO PERSON IS AUTHORIZED TO MAKE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES ON BEHALF OF A PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

18.7.4 NO RELIANCE. NO PARTY HAS RELIED UPON ANY STATEMENTS OR PROJECTIONS OF REVENUE, SALES, EXPENSES, INCOME, GAMING WIN, RATES, AVERAGE DAILY RATE, CONTRIBUTION, PROFITABILITY, VALUE OF THE MANAGED FACILITIES OR SIMILAR INFORMATION PROVIDED BY ANY OTHER PARTY BUT HAS INDEPENDENTLY CONFIRMED THE ACCURACY AND RELIABILITY OF ANY SUCH INFORMATION AND IS SATISFIED WITH THE RESULTS OF SUCH INDEPENDENT CONFIRMATION.

18.7.5 LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE EXPRESS TERMS OF THIS AGREEMENT, (A) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL AND (B) ANY LIABILITY OF THE PARTIES FOR MONETARY DAMAGES OR MONETARY RELIEF SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY POWER OR RIGHT SUCH PARTY MAY HAVE TO CLAIM ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY BREACH OF FIDUCIARY DUTIES.

18.8 IRREVOCABILITY OF CONTRACT. IN ORDER TO REALIZE THE FULL BENEFITS CONTEMPLATED BY THE PARTIES, THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE NON-TERMINABLE, EXCEPT FOR THE SPECIFIC TERMINATION PROVISIONS SET FORTH IN THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ALL RIGHTS TO TERMINATE THIS AGREEMENT AT LAW OR IN EQUITY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

18.9 Survival. The provisions of this Article XVIII shall survive the expiration or termination of this Agreement.

## ARTICLE XIX

### GAMING LAW PROVISIONS

#### 19.1 Regulatory Matters; Initial Suitability Review.

19.1.1 Manager's Regulatory Environment. Tenant acknowledges that Manager, CEC, Landlord and their respective Affiliates (a) conduct business in an industry that is subject to and exists because of privileged licenses issued by Governmental Authorities in multiple jurisdictions, (b) are subject to extensive Gaming regulation and oversight, and are required to adhere to strict laws and regulations regarding vendor and other business relationships, and (c) have adopted strict internal controls and compliance policies governing their own activities and those of certain parties with whom they do business.

19.1.2 Suitability Investigations. As an initial matter, Tenant acknowledges and agrees that Manager, CEC and their respective Affiliates must perform a background check, suitability review and such other due diligence with respect to the Subject Group, but excluding Manager and its Affiliates and those individuals associated with Tenant previously subject to CEC's suitability review, as required under applicable Gaming Regulations and/or the corporate policies of Manager, CEC and their respective Affiliates. Accordingly, Tenant hereby (a) acknowledges and understands that Manager, CEC and their respective Affiliates must perform such investigations and inquiries with respect to the Subject Group regarding the financial and credit condition, the existence and status of any litigation, criminal proceedings and convictions, character and personal qualifications of any such Person, (b) agrees to promptly provide the information regarding the Subject Group required by the "Caesars Entertainment Corporation and its Related Affiliates Business Information Form (Revised November 1, 2016)" and such

other information as is reasonably requested by Manager, CEC or their respective Affiliates for such purposes, and (c) agrees to cooperate with Manager, CEC and their respective Affiliates in the completion of its due diligence and Gaming suitability and background checks of the Subject Group. Manager acknowledges receipt and completion of such investigation and inquiries on the persons or entities within the Subject Group as of the date of this Agreement.

19.2 Licensing Event. If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Parties, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event.

19.3 Unlawful Payments. No Party, and no Person for or on behalf of such Party, shall make, and each Party acknowledges that no other Party will make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. No Party, and no Person for or on behalf of such Party, shall, and each Party acknowledges that no other Party will, make any illegal offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving of anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office; or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of (i) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions; or (ii) inducing such official party or official thereof, or candidate to use his or its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. Each Party represents and warrants to the other Party that no government official and no candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of such Party or the Managed Facilities (other than with respect to any direct or indirect owner of or investor in a Person (x) the stock of which is traded on a publicly traded exchange or (y) that has a class of securities registered with the Securities Exchange Commission). For purposes of this Section 19.3, CLC shall be a "Party".

## ARTICLE XX

### GENERAL PROVISIONS

20.1 Governing Law. This Agreement shall be construed under the internal laws of the State of New York, without regard to any conflict of law principles.

20.2 Construction of this Agreement. The Parties and CLC (which shall be deemed a “Party” for purposes of this Section 20.2) intend that the following principles (and no others not consistent with them) be applied in construing and interpreting this Agreement:

20.2.1 Presumption Against a Party. The terms and provisions of this Agreement shall not be construed against or in favor of a Party hereto merely because such Party is Manager hereunder or such Party or its counsel is the drafter of this Agreement.

20.2.2 Certain Words and Phrases. All words in this Agreement shall be deemed to include any number or gender as the context or sense of this Agreement requires. The words “will,” “shall,” and “must” in this Agreement indicate a mandatory obligation. The use of the words “include,” “includes,” and “including” followed by one (1) or more examples is intended to be illustrative and is not a limitation on the scope of the description or term for which the examples are provided. All dollar amounts set forth in this Agreement are stated in U.S. dollars, unless otherwise specified. The words “day” and “days” refer to calendar days unless otherwise stated. The words “month” and “months” refer to calendar months unless otherwise stated. The words “hereof”, “hereto” and “herein” refer to this Agreement, and are not limited to the article, section, paragraph or clause in which such words are used. If the Operating Year is a fiscal year other than a calendar year, all references in this Agreement to January 1 shall mean the first day of such fiscal year.

20.2.3 Headings. The table of contents, headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All references to any article, section, exhibit or schedule in this Agreement are to articles, sections, exhibits or schedules of this Agreement, unless otherwise noted.

20.2.4 Approvals. Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, that Party has a duty to act reasonably and timely in rendering a decision on the matter.

20.2.5 Entire Agreement. This Agreement (including the attached Exhibits and Schedules), together with the Lease and the other applicable Lease/MLSA Related Agreements, constitutes the entire agreement between the Parties with respect to the subject matter contemplated herein and supersedes all prior agreements and understandings, written or oral. No undertaking, promise, duty, obligation, covenant,

term, condition, representation, warranty, certification or guaranty shall be deemed to have been given or be implied from anything said or written in negotiations between the Parties prior to the execution of this Agreement, except as expressly set forth in this Agreement. No Party shall have any remedy in respect of any untrue statement made by any other Party on which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently), except to the extent that such statement is expressly set forth in this Agreement.

20.2.6 Third-Party Beneficiary. Except as set forth in Section 12.3, no third-party that is not a Party hereunder shall be a beneficiary of Tenant's or Manager's rights or benefits under this Agreement; *provided* that Services Co and its Affiliates shall be an express beneficiary of this Agreement to the extent related to the Managed Facilities IP or to other Intellectual Property rights or confidential information owned by Services Co, and any other provision of this Agreement that specifically identifies Services Co.

20.2.7 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by Applicable Law, and a Party's exercise of any one or more remedies for any default shall not preclude the Party from exercising any other remedies at any other time for the same default.

20.2.8 Amendments. Neither this Agreement nor any of its terms or provisions may be amended, modified, changed, waived or discharged, except: (a) for the avoidance of doubt, for Manager's right to make changes to the Total Rewards Program and Centralized Services as and to the extent expressly permitted under this Agreement, (b) as between Manager and Tenant, as set forth in Sections 5.1.7, 5.12 and 10.4 and (c) by an instrument in writing signed by each Party hereto.

20.2.9 Survival. The expiration or termination of this Agreement does not terminate or affect Tenant's, Manager's, Lease Guarantor's or Landlord's covenants and obligations that expressly survive the expiration or termination of this Agreement. This Section 20.2.9 shall survive the expiration or termination of this Agreement.

### 20.3 Limitation on Liabilities.

20.3.1 Projections in Annual Budget. Tenant acknowledges that: (a) all budgets and financial projections prepared by Manager or its Affiliates prior to the date of this Agreement or under this Agreement, including the Annual Budget, are intended to assist in Operating the Managed Facilities, but are not to be relied on by Tenant or any third-party as to the accuracy of the information or the results predicted therein; and (b) Manager does not guarantee the accuracy of the information nor the results in such budgets and projections. Accordingly (except as may be provided in any agreement with such third party to which Manager is a party), Tenant agrees that (i) neither Manager nor its Affiliates shall be liable to Tenant or any third-party for divergence between such budgets and projections and actual operating results achieved except as otherwise provided in this Agreement, including limits on incurring expenses; (ii) the failure of the

Managed Facilities to achieve any Annual Budget for any Operating Year shall not constitute a default by Manager or give Tenant the right to terminate this Agreement; and (iii) if Tenant provides any such budgets or projections to a third-party, Tenant shall advise such third-party in writing of the substance of the disclaimer of liability set forth in this Section 20.3.1 (*provided* that Tenant's failure to do so shall not be a breach or default hereunder, although such failure by Tenant shall not expand Manager's liability hereunder). Manager represents that it shall prepare all budgets and financial projections and operating plans prepared by Manager under this Agreement in good faith based upon Manager's experience and knowledge.

20.3.2 Approvals and Recommendations. Each Party acknowledges that in granting any consents, approvals or authorizations under this Agreement, and in providing any advice, assistance, recommendation or direction under this Agreement, neither such Party nor any Affiliates guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (a) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (b) any delay or failure to provide any consent, approval or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); *provided, however*, that each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

20.3.3 Technical Advice. Tenant acknowledges that any review, advice, assistance, recommendation or direction provided by Manager with respect to the design, construction, equipping, furnishing, decoration, alteration, improvement, renovation or refurbishing of the Managed Facilities (a) is intended solely to assist Tenant in the development, construction, maintenance, repair and upgrading of the Managed Facilities and Tenant's compliance with its obligations under this Agreement; and (b) does not constitute any representation, warranty or guaranty of any kind whatsoever that (i) there are no errors in the plans and specification, (ii) there are no defects in the design of construction of the Managed Facilities or installation of any building systems or FF&E therein or (iii) the plans, specifications, construction and installation work will comply with all Applicable Laws (including laws or regulations governing public accommodations for Individuals with disabilities). Accordingly, Tenant agrees that neither Manager nor its Affiliates shall have any liability whatsoever to Tenant or any third-party for any (A) errors in the plans and specifications; (B) defects in the design of construction of the Managed Facilities or installation of any building systems or FF&E therein; or (C) noncompliance with any engineering and structural design standards or Applicable Laws.

20.4 Waivers. Except as set forth in Section 18.3 of this Agreement, no failure or delay by a Party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any default shall alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

20.5 Notices. All notices, consents, determinations, requests, approvals, demands, reports, objections, directions and other communications required or permitted to be given under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) overnight DHL, FedEx, UPS or other similar courier service; or (c) confirmed facsimile transmission (*provided* that a copy of such facsimile transmission together with confirmation of such facsimile transmission is delivered to the addressee in the manner provided in clause (a) or (b) above by no later than the second (2nd) Business Day following such transmission, addressed to the Parties at the addresses specified below, or at such other address as the Party to whom the notice is sent has designated in accordance with this Section 20.5), and shall be deemed to have been received by the Party to whom such notice or other communication is sent upon (i) delivery to the address (or facsimile number) of the recipient Party; *provided* that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day; or (ii) the attempted delivery of such Notice if such recipient Party refuses delivery, or such recipient Party is no longer at such address (or facsimile number), and failed to provide the sending Party with its current address pursuant to this Section 20.5 (unless the sending Party had actual knowledge of such current address). Notwithstanding the foregoing, any notice or other communication delivered to a Party by email that is actually received by such Party (and for which such Party has sent an acknowledgement of receipt by return email that was not automatically generated) shall be deemed to have been sufficiently given for purposes of this Agreement and shall be deemed to have been received at the time described in clause (i) above, as if such notice had been delivered by one of the methods described in clauses (a) through (c) above. Notwithstanding anything to the contrary contained in this Agreement, if any documents or materials delivered under this Agreement are delivered by email (with confirmation of receipt from the intended recipient that was not automatically generated), no additional copies of such documents or materials shall be required to be delivered.



TENANT:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

MANAGER:

Non-CPLV Manager, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

LANDLORD:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Facsimile: corplaw@viciproperties.com

LEASE GUARANTOR:

Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

20.6 No Indirect Actions. Unless otherwise expressly stated, if a Party may not take an action under this Agreement, then it may not take that action indirectly, or assist or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the Party but is intended to have substantially the same effects as the prohibited action.

20.7 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded against the Leased Property (including against any one or more of the Managed Facilities or any portion thereof), and Tenant is hereby granted a power of attorney (which power is coupled with an interest and shall be irrevocable) to execute and record on behalf of Manager a notice or memorandum removing this Agreement or such memorandum of this Agreement from the public records or evidencing the termination hereof (as the case may be).

20.8 Further Assurances. The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

20.9 Relationship of Certain Parties.

20.9.1 Tenant and Manager acknowledge and agree that (a) the relationship between Tenant and Manager shall be that of principal (in the case of Tenant) and agent (in the case of Manager), which relationship may not be terminated by Tenant except in strict accord with the termination provisions of this Agreement; (b) Manager shall have the authority to bind Tenant with respect to third Persons to the extent Manager is performing its obligations under and consistent with this Agreement; (c) Manager's agency established with Tenant is, and is intended to be, an agency coupled with an interest; and (d) this Agreement does not create joint venturers, partners or joint tenants with respect to the Managed Facilities. Tenant and Manager further acknowledge and agree that in Operating the Managed Facilities, including entering into leases and contracts, accepting reservations, and conducting financial transactions for the Managed Facilities, (i) Manager assumes no independent contractual liability; and (ii) Manager shall have no obligation to extend its own credit with respect to any obligation incurred in Operating the Managed Facilities or performing its obligation under this Agreement.

20.9.2 Each of the Parties agrees that nothing in this Agreement shall be construed as creating a partnership, joint venture, joint tenancy or similar relationship between any of the Parties.

20.10 Force Majeure. Subject to the last sentence of this Section 20.10, in the event of a Force Majeure Event, the obligations of the Parties and the time period for the performance of such obligations (other than an obligation to pay any amount hereunder) shall be extended for each day that such Party is prevented, hindered or delayed in such performance during the period of such Force Majeure Event, except as expressly provided otherwise in this Agreement. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt notice of such Force Majeure Event to the other Party. If Manager is unable to perform its obligations under this Agreement due to a Force Majeure Event, or Manager reasonably deems it necessary to close and cease the Operation of all or any portion of one or more of the Managed Facilities due to a Force Majeure Event in order to protect the Managed Facilities or the health, safety or welfare of its guests or Managed Facilities Personnel, then, subject to the provisions, terms and conditions of the Lease, Manager may close or cease Operation of all or a portion of such Managed Facilities for such time and in such manner as Manager reasonably deems necessary as a result of such Force Majeure Event, and reopen or recommence the Operation of the Managed Facilities when Manager again is able to perform its obligations under this Agreement, and determines that there is no unreasonable risk to the Managed Facilities or health, safety or welfare or its guests or Managed Facilities Personnel. Notwithstanding the foregoing, for the avoidance of doubt, neither the occurrence of a Force Majeure Event nor the taking of any action by Manager in

accordance with this Section 20.10 shall (i) result in the termination or derogation of Lease Guarantor's obligations in accordance with the terms of this Agreement in any respect, or (ii) without limiting Section 2.5 in any manner, be deemed to vitiate, limit or supersede any of the provisions, terms or conditions of the Lease.

20.11 Terms of Other Management Agreements. Manager makes no representation or warranty that any past or future forms of its management agreement do or will contain terms substantially similar to those contained in this Agreement. In addition, Tenant acknowledges and agrees that Manager may, due to local business conditions or otherwise, waive or modify any comparable terms of other management agreements heretofore or hereafter entered into by Manager or its Affiliates; *provided, however*, for the avoidance of doubt, that nothing contained in this Section 20.11 shall be deemed to vitiate, limit or supersede Manager's obligation to manage the Operation of the Managed Facilities in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.

20.12 Compliance with Law. Tenant and Manager shall each exercise their respective rights, perform their respective obligations and take all other actions required or permitted to be taken by each of them hereunder in compliance with all Applicable Laws.

20.13 Insurance Programs and Purchasing Arrangements Generally. The Parties hereby agree that Manager and its Affiliates shall administer, implement and make available to Tenant and the Managed Facilities, the Insurance Programs and any multi-party purchasing programs and arrangements contemplated hereunder on commercially reasonable terms and on a Non-Discriminatory basis and in such a manner that, in each case, there shall be no (i) mark-up, margin or other premium charged or otherwise passed through to Tenant in connection therewith (except as may be payable to a third party), and (ii) duplication of any reimbursable expense otherwise payable by Tenant to Manager or its Affiliates.

20.14 Execution of Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

20.15 Lease. Without limiting Manager's rights set forth in this Agreement, Tenant shall, (a) not terminate the Lease, (b) comply in all respects with its base rent payments, variable rent payments and all other payment obligations set forth in the Lease, (c) otherwise comply in all material respects with the terms and conditions of the Lease and (d) not suffer an Assignment of Tenant's interest in the Lease except pursuant to an Assignment permitted under the Lease that, except in the case of a Leasehold Foreclosure with MLSA Termination, is entered into concurrently with an Assignment of Tenant's interest in this Agreement that is otherwise permitted by this Agreement and which includes the Managed Facilities. Tenant shall provide prompt written notice to Manager and Lease Guarantor of the receipt of any written notice from Landlord (or any Landlord's Lender) delivered pursuant to the Lease, including any notice of breach under the Lease or any termination notice delivered under the Lease, in each case including a copy of the relevant notice. Notwithstanding anything to the contrary herein, this Section 20.15 is only for the benefit of Manager (and not Landlord).

20.16 Omnibus Agreement; Services Co LLC Agreement. The Parties agree that any amendment, restatement, supplement or other modification of the Omnibus Agreement or of the Services Co LLC Agreement made from or after the Commencement Date that is (i) by its own terms, not Non-Discriminatory as to any individual Managed Facility, (ii) not Non-Discriminatory to the Managed Facilities and the Joliet Managed Facility, taken as a whole, (iii) reasonably likely to result in a level of service or quality of Operation of the Managed Facilities (or of any one of them) that does not meet the Operating Standard, or (iv) reasonably likely to materially and adversely affect the Managed Facilities (or any of them), shall, solely with respect to Tenant and the Managed Facilities, be void and of no effect, absent the express written consent of Landlord. For purposes of this Section 20.16, each of CLC and Services Co shall be a "Party".

## ARTICLE XXI

### NON-CONSENTED LEASE TERMINATION

21.1 Non-Consented Lease Termination. The Parties agree that:

21.1.1 Notwithstanding anything contained herein to the contrary (and notwithstanding any termination of this Agreement) (and without vitiating, limiting or superseding Section 1.3 hereof in any respect), in the event the Lease is terminated prior to the Stated Expiration Date, in whole or in part, for any reason whatsoever (other than as a result of an Excluded Termination, solely to the extent that the express terms of the applicable provisions in respect of an Excluded Termination provide for the termination of the Lease in whole or in part, it being understood, for the avoidance of doubt, that if the Lease is terminated in part as a result of an Excluded Termination, any subsequent termination of the Lease prior to the Stated Expiration Date, in whole or in part, shall continue to be subject to the provisions of this Article XXI), other than expressly in writing by Landlord (including a termination of the Lease expressly in writing by Landlord due to a Tenant Lease Event of Default) or with the express written consent of Landlord (in its sole and absolute discretion), including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings (any of the foregoing, a "**Non-Consented Lease Termination**"), then, unless either (i) Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord's Lender) shall expressly elect otherwise in writing and expressly consent (in its sole and absolute discretion) in writing to the termination of the Lease, or (ii) a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, all applicable provisions of the Lease (including Section 22.2(i)(1) through (5) thereof shall have been complied with in all respects), and, without limitation, if the provisions of Section 22.2(i)(1)(A) of the Lease have been complied with, a Replacement Guaranty is made by a Qualified Replacement Guarantor, then the following shall occur without expense or loss of economic benefit to Landlord or any creditor under any Landlord Financing:

(i) Tenant (or its successors and assigns) shall transfer all of Tenant's assets and properties used in or related to the operation of the businesses operated on the Leased Property (including, without limitation, all Tenant's Pledged Property (as defined in the Lease) and all rights and obligations pursuant to licenses or applicable to any Intellectual Property), subject to all prior arrangements, including, without limitation, any Intellectual Property licenses or sublicenses, to a replacement Entity identified by Lease Guarantor that is directly or indirectly owned and Controlled by Lease Guarantor or Tenant (or its successors and assigns) and that is approved by Landlord (such approval not to be unreasonably withheld) that will assume the rights and obligations of Tenant under the Lease (such Entity, the "**Replacement Tenant**"), and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant's Pledged Property as provided in the Replacement Lease (as defined below);

(ii) a new lease (the "**Replacement Lease**") on terms identical to the Lease as in effect immediately prior to such termination shall be entered into by Landlord with the Replacement Tenant for the remaining term of the Lease and the Replacement Tenant will grant Landlord a first priority lien as provided in such Replacement Lease on all assets that constitute Tenant's Pledged Property under such Replacement Lease (and Landlord will cooperate to effect such transfer, including in respect of all assets subject to a lien in favor of Landlord);

(iii) to the extent not otherwise transferred pursuant to clause (i) above or otherwise provided by Manager, CEC and Services Co shall replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, and shall take any and all other steps necessary to provide for the continued management and operation of the Managed Facilities as existed immediately prior to such termination;

(iv) if Tenant (or its successors and assigns) has not transferred Tenant's assets pursuant to Section 21.1.1(i), then, to the extent Landlord determines (in its sole and absolute discretion) to exercise its rights as a secured creditor to foreclose upon Tenant's Pledged Property, and following any such foreclosure Landlord becomes the owner of Tenant's Pledged Property, and the other Parties hereto have otherwise complied in all respects with this Article XXI, Landlord will, to the extent it is capable of doing so, transfer any such Tenant's Pledged Property (or, if Landlord does not take physical possession of any such Tenant's Pledged Property, Landlord will assign any rights obtained by Landlord in any such Tenant's Pledged Property) to the Replacement Tenant and, to the extent Landlord is not capable of doing so, Landlord shall transfer any products or proceeds actually received by Landlord or any of its Affiliates in respect of such Tenant's Pledged Property to the Replacement Tenant, in each case, for use in connection with the operation of the Leased Property, and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant's Pledged Property as provided in the Replacement Lease; *provided* that Landlord's rights and remedies as a secured creditor may be exercised in the sole and absolute discretion of Landlord, and Landlord shall have no obligation to any Party to exercise such rights and remedies in any respect.

21.1.2 Upon such occurrence of the foregoing clauses 21.1.1(i), (ii), (iii) and (iv) (collectively, the “**Replacement Structure**”), (x) Lease Guarantor, Manager, Replacement Tenant and Landlord shall enter into a new management and lease support agreement on terms identical to this Agreement as in effect immediately prior to such termination (and Lease Guarantor, Manager and their respective applicable Affiliates shall enter into any necessary associated sub-management, licensing and other applicable arrangements) (collectively, the “**Replacement MLSA**”), it being understood that Replacement Tenant shall be the “Tenant” under the Replacement MLSA for all purposes, (y) the management rights and obligations of Manager and guaranty obligations and liabilities of Lease Guarantor shall continue under such Replacement MLSA with respect to such Replacement Lease on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising under this Agreement prior to effectuation of the Replacement Structure and such Replacement MLSA on the terms contemplated herein) and (z) upon the effectuation of the Replacement Structure and the execution and effectiveness of such Replacement MLSA, the termination of this Agreement under Section 16.2 (without a Termination for Cause) and the Guarantee Release Date under this Agreement shall each be deemed to have occurred.

21.2 Termination of MLSA or other Lease/MLSA Related Agreements. Notwithstanding anything in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without vitiating, limiting or superseding any of Section 1.3, Section 17.3.5.6, Section 17.4.5 or Section 21.1 hereof in any respect), in the event this Agreement or any of the other Lease/MLSA Related Agreements (other than the Lease, which shall be subject to Section 21.1) (or any portion of any of them) is terminated, in whole or in part, for any reason whatsoever, including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings, other than as expressly permitted by Article XVI hereof (with respect to this Agreement) or the applicable provisions of such other Lease/MLSA Related Agreements (with respect to such agreements), other than expressly in writing by or with the express written consent of Landlord, in its sole and absolute discretion, then, unless Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord’s Lender) shall expressly elect otherwise in writing and expressly consent in writing (in its sole and absolute discretion) to the termination of this Agreement, the Parties shall, without expense or loss of economic benefit to Landlord or any creditor under any Landlord Financing, implement the Replacement Structure (or any applicable aspects thereof) described in Section 21.1 herein, as necessary to replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, including the guaranty obligations and liabilities of Lease Guarantor on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination of this Agreement or any such other Lease/MLSA Related Agreement, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising prior to the effectuation of the Replacement Structure, or any applicable aspects thereof, and such Replacement MLSA, as and to the extent set forth in Article XVII).

21.3 Replacement Structure Fails to Occur. If (a) the Replacement Structure is required to be implemented pursuant to Section 21.1 or Section 21.2, (b) Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender) has not expressly elected in writing (in its sole and absolute discretion) that the Replacement Structure shall not occur and (c) the Replacement Structure does not occur (other than as a direct and proximate result of Landlord's or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender's acts or failure to act in accordance with this Article XXI), then Lease Guarantor's Lease Guaranty shall not terminate or be released or reduced in any respect, and shall continue unabated, in full force and effect in accordance with the terms of this Agreement, notwithstanding any termination of this Agreement as a result of the Non-Consented Lease Termination. If Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender) elects in writing (in its sole and absolute discretion) that the Replacement Structure shall not occur, or if the Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with this Article XXI, then Landlord and the creditors under each Landlord Financing shall be deemed to have expressly consented to the termination of the Lease and/or this Agreement in writing (and the Guarantee Release Date under this Agreement shall be deemed to have occurred in accordance with Section 17.3.5); *provided* that, notwithstanding any other provision herein, but subject to Section 21.1.1(iv), Landlord's election to pursue or its pursuit of any right or remedy, or its failure to pursue any right or remedy (in whole or in part), in respect of its interests in Tenant's Pledged Property, shall in no event provide a direct or proximate cause of the Replacement Structure to not occur.

21.4 Enforcement. Without limitation of any other rights and remedies of any Party under this Agreement, the Parties agree that (i) Landlord shall have the right of specific performance to compel Lease Guarantor or its Affiliates, as applicable, to comply with this Article XXI, (ii) Lease Guarantor, Manager and Landlord shall have the right of specific performance to compel Tenant (or its successors and assigns) to comply with this Article XXI, and (iii) if Tenant (or its successors and assigns) does not cooperate with the foregoing, Lease Guarantor and Manager shall have the right to take such steps as they determine to be necessary to effect the Replacement Structure or as they shall determine to be comparable to such actions, including determining the ownership and identity of the Replacement Tenant (and including such other actions as may be necessary in order to implement Section 21.2 hereof, as applicable), without regard to the interests of Tenant or its successors and assigns.

21.5 Survival. This Article XXI shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**LANDLORD:**

**HORSESHOE COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S METROPOLIS LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE SOUTHERN INDIANA LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*



**NEW HORSESHOE HAMMOND LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE BOSSIER CITY PROP LLC,**  
a Louisiana limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S BOSSIER CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**NEW HARRAH’S NORTH KANSAS CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**GRAND BILOXI LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HORSESHOE TUNICA LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**NEW TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**CAESARS ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**BALLY’S ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**HARRAH’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARVEY’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**HARRAH’S RENO LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**BLUEGRASS DOWNS PROPERTY OWNER LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**VEGAS DEVELOPMENT LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**VEGAS OPERATING PROPERTY LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**MISCELLANEOUS LAND LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

**PROPCO GULFPORT LLC,**  
a Delaware limited liability company

By: /s/ John Payne  
Name: John Payne  
Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**TENANT:**

**HBR REALTY COMPANY LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARVEYS IOWA MANAGEMENT COMPANY LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**CAESARS ENTERTAINMENT OPERATING COMPANY,  
INC.,**  
a Delaware corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES  
LLC,**  
an Illinois limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**CAESARS RIVERBOAT CASINO, LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**ROMAN HOLDING COMPANY OF INDIANA LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HORSESHOE HAMMOND, LLC,**  
an Indiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HORSESHOE ENTERTAINMENT,**  
a Louisiana limited partnership

By: New Gaming Capital Partnership,  
a Nevada limited partnership  
Its general partner

By: Horseshoe, GP, LLC,  
a Nevada limited liability company  
Its general partner

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**HARRAH’S BOSSIER CITY  
INVESTMENT COMPANY, L.L.C.,**  
a Louisiana limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARRAH’S NORTH KANSAS CITY LLC,**  
a Missouri limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**GRAND CASINOS OF BILOXI, LLC,**  
a Minnesota limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**ROBINSON PROPERTY GROUP LLC,**  
a Mississippi limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**ROBINSON PROPERTY GROUP LLC,**  
a Mississippi limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**BOARDWALK REGENCY LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**PLAYERS BLUEGRASS DOWNS LLC,**  
a Kentucky limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*



**CAESARS NEW JERSEY LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**BALLY’S PARK PLACE LLC,**  
a New Jersey limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HARVEYS TAHOE MANAGEMENT COMPANY LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**HOLE IN THE WALL, LLC,**  
a Nevada limited liability company

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

CASINO COMPUTER PROGRAMMING, INC.,  
an Indiana corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

HARVEYS BR MANAGEMENT COMPANY, INC.,  
a Nevada corporation

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]

**CEOC, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**NON-CPLV MANAGER, LLC,**  
a Delaware limited liability company

By: Caesars Entertainment Corporation  
*its sole member*

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

CAESARS ENTERTAINMENT CORPORATION,  
a Delaware corporation

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

Solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16

**CAESARS LICENSE COMPANY, LLC,**  
a Nevada limited liability company

By: Caesars Entertainment Operating Company, Inc., *its sole member*

By: /s/ Randall Eisenberg

Name: Randall Eisenberg

Title: Chief Restructuring Officer

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

Solely for purposes of Section 20.16 and Article XXI

**CAESARS ENTERPRISE SERVICES, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer

*[Signature Page to Management and Lease Support Agreement – [Non-CPLV]]*

**EXHIBIT A**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**MANAGED FACILITIES**

<b><u>No.</u></b>	<b><u>Property</u></b>	<b><u>State</u></b>
1.	Horseshoe Council Bluffs	Iowa
2.	Harrah's Council Bluffs	Iowa
3.	Harrah's Metropolis	Illinois
4.	Horseshoe Southern Indiana	Indiana
5.	Horseshoe Hammond	Indiana
6.	Horseshoe Bossier City	Louisiana
7.	Harrah's Bossier City (Louisiana Downs)	Louisiana
8.	Harrah's North Kansas City	Missouri
9.	Grand Biloxi Casino Hotel (a/k/a Harrah's Gulf Coast) and Biloxi Land	Mississippi
10.	Horseshoe Tunica	Mississippi and Arkansas
11.	Tunica Roadhouse	Mississippi
12.	Caesars Atlantic City	New Jersey
13.	Bally's Atlantic City and Schiff Parcel	New Jersey
14.	Harrah's Lake Tahoe	Nevada
15.	Harvey's Lake Tahoe	Nevada and California
16.	Harrah's Reno	Nevada
17.	Bluegrass Downs	Kentucky
18.	Las Vegas Land Assemblage Properties	Nevada
19.	Harrah's Airplane Hangar	Nevada
20.	Vacant Land in Missouri	Missouri



No.	Property	State
21.	Land Leftover from Harrah's Gulfport	Mississippi
22.	Vacant Land in Splendora, TX	Texas
23.	Vacant Land at Turfway Park	Kentucky

**EXHIBIT B**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**DEFINITIONS**

“**Affiliate**” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with the first Person; *provided* that, (i) with respect to Manager, “Affiliate” shall include CEC and its direct and indirect Controlled Subsidiaries (if Manager is a direct or indirect Controlled Subsidiary of CEC) but shall not include any shareholder or director of CEC or of CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, as applicable, CEC and its direct or indirect Controlled Subsidiaries); (ii) with respect to CEC, “Affiliate” shall include its direct and indirect Controlled Subsidiaries but shall not include any shareholder or director of CEC or any Affiliate of any such shareholder or director of CEC (other than CEC and its direct or indirect Controlled Subsidiaries) and (iii) with respect to Tenant, “Affiliate” shall include its direct and indirect Controlled Subsidiaries and, if Tenant is a Controlled Subsidiary of CEC, CEC and its direct and indirect Controlled Subsidiaries, but shall not include any shareholder or director of CEC or CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, if applicable, CEC and its direct or indirect Controlled Subsidiaries). Notwithstanding the foregoing, (a) each Sponsor shall be considered an Affiliate of Lease Guarantor for so long as such Sponsor, (x) owns five percent (5%) or more of the equity interests of Lease Guarantor (either directly or through Equity Equivalents and whether or not voting) or (y) individually or jointly with the other Sponsor, designates one or more directors to the Board of Directors of Lease Guarantor, at all times, (b) any Person in which any other Person, or other Persons acting together as a group (within the meaning of the Exchange Act), individually or taken together, owns directly or indirectly, twenty five percent (25%) or more of the equity interests of such Person (either directly or through Equity Equivalents and whether or not voting) shall be deemed to be controlled by such other Person or Persons acting together as a group; *provided* that, with respect to any shareholder or group of shareholders of Lease Guarantor other than a Sponsor or an Affiliate of a Sponsor, such shareholders shall not be considered to control Lease Guarantor for purposes of this clause (b) solely by reason of such percentage ownership unless (i) such Person or group files a Schedule 13D disclosing its ownership and, if applicable, status as a group and (ii) the Sponsors do not own more of the outstanding voting interests of the equity of Lease Guarantor than such Person or group and (c) any portfolio company of a Sponsor that satisfies the criteria of an “Affiliate” set forth in this definition will be considered an Affiliate so long as the Sponsor is an Affiliate. For purposes of this Agreement, none of Tenant and its Controlled Subsidiaries, Manager and its Controlled Subsidiaries and CEC and its Controlled Subsidiaries shall be considered Affiliates of Landlord.

“**Agreement**” means this Management Lease and Support Agreement (Non-CPLV) among Tenant, Manager, Lease Guarantor, Landlord and CLC, including all Exhibits and Schedules thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Amenities Manager**” shall have the meaning set forth in Section 5.11.

“**Annual Budget**” shall have the meaning set forth in Section 5.1.2.

“**Applicable Law**” means all (a) statutes, laws, rules, regulations, ordinances, codes or other legal requirements of any federal, state or local Governmental Authority, board of fire underwriters and similar quasi-Governmental Authority, including any legal requirements under any Approvals, including Gaming Regulations, in each case, applicable to the Managed Facilities, and (b) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority, in effect at the time in question and in each case to the extent the Managed Facilities or Person in question is subject to the same. Without limiting the generality of the foregoing, references to Applicable Law shall include any of the matters described in clause (a) or (b) above relating to employees, protection of personal information, zoning, building, health, safety and environmental matters and accessibility of public facilities.

“**Approvals**” means all licenses, permits, approvals, certificates and other authorizations granted or issued by any Governmental Authority for the matter or item in question.

“**Approved Counsel**” means (a) at any time Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, any counsel selected by Manager, (b) any counsel either mutually agreed upon by Tenant and Manager or (c) counsel set forth on a list of “Approved Counsel” containing counsel by practice specialty that are mutually agreeable to Tenant and Manager, as such list may be updated by Tenant and Manager from time to time.

“**Approved Fairness Opinion Firm**” means any of the following:

- (a) Citibank;
- (b) Credit Suisse;
- (c) Deutsche Bank;
- (d) Bank of America Merrill Lynch;
- (e) JPMorgan;
- (f) Goldman Sachs;
- (g) Morgan Stanley;
- (h) Barclays;
- (i) Houlihan Lokey;

- (j) Moelis;
- (k) Murray Devine;
- (l) Alix Partners;
- (m) Blackstone;
- (n) Lazard;
- (o) any Affiliate of the foregoing; and
- (p) any other accounting, appraisal or investment banking firm reasonably acceptable to Landlord.

“**Asset Sale**” means any conveyance, sale, assignment, transfer, lease or other disposition of any assets in one transaction or a series of related transactions (including any interest in any subsidiary) held directly by Lease Guarantor, excluding:

- (a) a disposition of cash or cash equivalents (it being understood that a disposition of cash or cash equivalents shall be subject to Sections 17.4.3 and 17.4.4, to the extent applicable thereto);
- (b) a disposition of obsolete or damaged property or equipment or other assets no longer used or useful in the business (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;
- (c) a disposition of any assets that are replaced with similar assets in the ordinary course of business and consistent with industry norm, which assets so disposed of in one transaction or a series of related transactions have an aggregate Fair Market Value of less than \$10,000,000;
- (d) any disposition in the ordinary course of business of assets of Lease Guarantor or issuance or sale of equity interests of any subsidiary of Lease Guarantor (in one transaction or a series of related transactions), which assets or equity interests so disposed of or issued have an aggregate Fair Market Value of less than \$10,000,000;
- (e) lease, license, easement, assignment, sublease or sublicense of any real or personal property, in each case in the ordinary course of business and consistent with industry norm;
- (f) any sale of inventory (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;

- (g) any grant (in one transaction or a series of related transactions) in the ordinary course of business and consistent with industry norm of any license of patents, trademarks, know-how or any other intellectual property;
- (h) any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of Lease Guarantor and its subsidiaries as a whole, as determined in good faith by Lease Guarantor, in each case in the ordinary course of business or consistent with past practice or industry norm;
- (i) foreclosure or any similar involuntary lien enforcement action against Lease Guarantor with respect to any property or other asset of Lease Guarantor;
- (j) any disposition (in one transaction or a series of related transactions), in the ordinary course of business and consistent with industry norm, of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;
- (k) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind, in each case in the ordinary course of business and consistent with industry norm; or
- (l) any disposition by Lease Guarantor of any assets to a Controlled Subsidiary of Lease Guarantor (*provided* that such Controlled Subsidiary shall thereafter be prohibited from further disposing of such assets except in compliance with this definition of “Asset Sale” and Section 17.4.1, as if such Controlled Subsidiary were Lease Guarantor).

“**Assignment**” means any assignment, conveyance (including, without limitation, a Foreclosure by Leasehold Lender), delegation, pledge or other transfer, in whole or in part, directly or indirectly by the applicable Party, of (a) this Agreement (or any other Lease/MLSA Related Agreement) or any direct or indirect interest therein, or (b) any rights, entitlements, remedies, duties or obligations under this Agreement or any other Lease/MLSA Related Agreement to which the applicable Party is a party, in each case whether voluntary, involuntary, by operation of Applicable Law or otherwise (including as a result of any divorce, Change of Control, bankruptcy, insolvency or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession). A Substantial Transfer by any one of CEC, Manager, Tenant or Lease Guarantor shall, in each case, be deemed an Assignment by such Person.

“**Assignment Documents**” shall have the meaning set forth in Section 11.1.3.2.

“**Balance Lease**” shall have the meaning set forth in Section 16.4.

“**Bank Accounts**” shall have the meaning set forth in Section 5.4.1.

“**Bankruptcy Code**” means the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute.

“**Board of Directors of Lease Guarantor**” means the board of directors of Lease Guarantor, including the Independent Directors.

“**Brands**” shall mean the Trademarks listed on Exhibit F attached hereto and reputation symbolized thereby.

“**Building Capital Improvements**” means all repairs, alterations, improvements, renewals, replacements or additions of or to the structure or exterior façade of the Managed Facilities, or to the mechanical, electrical, plumbing, HVAC (heating, ventilation and air conditioning), vertical transport and similar components of the Managed Facilities that are capitalized under GAAP and depreciated as real property, but expressly excluding ROI Capital Improvements.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other MLSA.

“**Business Information**” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“**Business Interruption Event**” shall have the meaning set forth in Section 14.1.

“**Business Interruption Insurance**” means insurance coverage against “Business Interruption and Extra Expense” (as that phrase is used within the United States insurance industry for application to transient lodging facilities).

“**Caesars IP Holder**” means Services Co and its subsidiaries.

“**Capital Budget**” shall have the meaning set forth in Section 5.1.1.2.

“**Casualty**” means any fire, flood or other act of God or casualty that results in damage or destruction to all or a portion of one or more of the Managed Facilities.

“**Cause**” shall have the meaning set forth in the definition of “Terminated for Cause.”

“**CEC**” means Caesars Entertainment Corporation, a Delaware corporation.

“**Centralized Services**” shall have the meaning set forth in Section 4.1.

“**Centralized Services Charges**” shall have the meaning set forth in Section 4.1.1.

“**CEOC**” means CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“**CERP**” means Caesars Entertainment Resort Properties, LLC, a Delaware limited liability company.

“**Certified Financial Statements**” shall have the meaning set forth in Section 10.3.

“**CES**” shall have the meaning set forth in the Preamble hereto.

“**CGPH**” means Caesars Growth Properties Holdings, LLC, a Delaware limited liability company.

“**Change of Control**” means with respect to Manager, CEC or Tenant, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such Party and its subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such Party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such Party or other Voting Stock into which such Party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such Party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of One

Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such Party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such Party), in any such event pursuant to a transaction in which any of such Party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such Party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a Party shall include any Parent Entity of such Party; (y) "**Voting Stock**" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person; and (z) "**Parent Entity**" shall mean, with respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (i) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (ii) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (iii) is the controlling general partner of, or otherwise controls, such entity. Notwithstanding the foregoing: (A) the transfer of assets between or among a Party's wholly owned subsidiaries and such Party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such Party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such Party's assets to, an Affiliate of such Party (1) incorporated or organized solely for the purpose of reincorporating such Party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such Party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture (as defined in the Lease)) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a Party if (1) such Party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such Party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such Party immediately prior to that transaction.



“**Claims**” means claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third-party (including enforcement proceedings by any Governmental Authority) against any Indemnified Party, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys’ fees and expenses and other reasonable costs for defense, settlement and appeal) that any Indemnified Party might incur, become responsible for, or pay out for any reason, related to this Agreement or the development, construction, ownership or other Operation of the Managed Facilities, or otherwise.

“**CLC**” shall have the meaning set forth in the Preamble hereto.

“**Commencement Date**” means the date hereof.

“**Complimentaries**” means any goods or services provided to customers free of charge, at a discounted rate or in the form of a rebate or credit. Such goods or services may include, for example, rooms, food and beverage, spa services and retail merchandise. Complimentaries may be provided to customers pursuant to a discretionary incentive program, targeted to either past, current or potential customers and may or may not be related to the customer’s level of past play so long as the same are provided on substantially the same basis as provided at Other Managed Facilities and Other Managed Resorts, and, in all events, in a Non-Discriminatory manner. Conversely, Complimentaries may be provided to customers pursuant to a nondiscretionary incentive program, such as a loyalty program, whereby the customer has earned the Complimentaries based on the customer’s level of past play.

“**Condemnation**” shall have the meaning set forth in the Lease.

“**Consultation with Tenant**” means engaging in periodic discussions with Tenant at Tenant’s reasonable request and considering in good faith Tenant’s positions with respect to the matter discussed.

“**Content**” shall have the meaning set forth in Section 9.1.3.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “**Controls**”, “**Controlled**” and “**Controlling**” and “**under common Control with**” shall have correlative meanings to “Control”.

“**Controlled Subsidiary**” means, with respect to any Person (referred to in this definition as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or more than fifty percent (50%) of the general partnership interests or managing membership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“**Corporate Personnel**” means any personnel from the corporate or divisional offices of Manager or its Affiliates, who perform activities or services at or on behalf of the Managed Facilities in connection with the services provided by Manager under this Agreement.

“**CPLV Managed Facility**” means “Managed Facility” under the CPLV MLSA.

“**CPLV MLSA**” means that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among Desert Palace LLC, Caesars Entertainment Operating Company, Inc., CEOC, Lease Guarantor, CPLV Manager, LLC, CPLV Property Owner LLC, and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**CPLV Tenant**” means “Tenant” under the CPLV MLSA.

“**Default Claim**” shall have the meaning set forth in Section 18.2.1.2.

“**Derivative Work**” means (i) an enhancement, improvement or modification with respect to any Intellectual Property, or (ii) the meaning ascribed to it under the United States Copyright statute, 18 U.S.C. sec. 101 or equivalent provisions in other legislation (if any) applicable to the copyrighted work in question.

“**Design Guidance**” means the design guidance applicable to the Brands, regarding requirements for the design, architecture and construction of Other Managed Resorts.

“**Designated Accountant**” means an independent accounting firm designated by Manager and approved by Tenant that is an Accountant (as such term is defined in the Lease); *provided* that Tenant shall not withhold its approval of one of the “Big Four” accounting firms.

“**Entity**” means a partnership, a corporation, a limited liability company, a Governmental Authority, a trust, an unincorporated organization or any other legal entity of any kind.

“**Equity Equivalents**” means (w) all warrants and options (including any contingent purchase, convertible debt, exchangeable shares, put, or stock subject to forfeiture), whether or not presently convertible, exchangeable or exercisable, (x) other agreements to directly or indirectly purchase (regardless of whether it is contingent or otherwise not currently exercisable), subscribe for or otherwise acquire any interest in any equity or any other Equity Equivalents referred to in clause (w) or (y), whether or not presently convertible, exchangeable or exercisable, (y) any other equity interest reportable or disclosable on Schedule 13D and (z) similar equity-like interests.

“**Event of Default**” means a Tenant MLSA Event of Default, Manager Event of Default, Lease Guarantor Event of Default or M/T Event of Default, as applicable.

“**Excluded Termination**” means a termination of the Lease, in whole or in part, as applicable, in accordance with the express terms of Section 1.5 of the Lease, Section 14.2 of the Lease (in connection with certain casualty events occurring during the final two (2) years of the term of the Lease), Section 15.1 of the Lease (in connection with certain occurrences of Condemnation or Taking) or Section 18.2 of the Lease.

“**Expert**” shall have the meaning set forth in Section 18.2.

“**Expert Resolution**” shall have the meaning set forth in Section 18.2.

“**Fair Market Value**” means, with respect to any asset or property, the price or other cash consideration which could be negotiated in an arm’s-length transaction, for cash, between willing and able participants neither of whom is under undue pressure or compulsion to complete the transaction and assuming that both are acting prudently and knowledgeably in a competitive open market, that price is not affected by undue stimulus, and neither party is paying any broker a commission in connection with the transaction.

“**FF&E**” means furniture, furnishings, fixtures, inventory, and equipment (including video lottery terminal machines and other Gaming and Gaming related equipment), interior and exterior signs, as well as other improvements and personal property used in the Operation of the Managed Facilities that are not Supplies.

“**Force Majeure Event**” means any events or circumstances to the extent they (i) are not caused or fomented by Manager or its Affiliates and (ii) materially and adversely affect the operations or financial performance of the Managed Facilities beyond the reasonable control of Manager, including the following: (a) Casualty or Condemnation or Taking; (b) storm, earthquake, hurricane, tornado, flood or other act of God; (c) war, act of terrorism, insurrection, rebellion, riots or other civil unrest; (d) epidemics, quarantine restrictions or other public health restrictions or advisories; (e) strikes or lockouts or other labor interruptions; (f) disruption to local, national or international transport services; (g) embargoes, lack of materials or services such as water, power or telephone transmissions necessary for the Operation of the Managed Facilities in accordance with this Agreement; (h) failure of any applicable Governmental Authority to issue any Approvals, or the suspension, termination or revocation of any material Approvals, required for the Operation of the Managed Facilities; *provided* that the same was not caused by an Event of Default on the part of the Party or any Affiliate of such Party claiming the occurrence of a Force Majeure Event (it being understood that for the purpose of this definition, Tenant and its Controlled Subsidiaries (for so long as Tenant is a Controlled Subsidiary of CEC) and Manager and its Controlled Subsidiaries (for so long as Manager is a wholly owned subsidiary of CEC) shall be deemed Affiliates, if otherwise satisfying the definition of Affiliate); and (i) a change in Gaming Regulations or other action by any Governmental Authority which results in the disruption, suspension or cessation of Gaming activities in the Gaming industry generally (on a local, regional, state or federal basis).

**“Foreclosure by Leasehold Lender”** means any sale, disposition, conveyance, foreclosure of a leasehold mortgage or security interest or similar transaction, assignment in lieu of foreclosure, appointment of a receiver or other transfer, in each case of any right, title or interest of Tenant in the Lease and/or the Leased Property (or any direct or indirect Ownership Interests of Tenant) and in each case in connection with (i) an event of default under a Leasehold Financing with a Leasehold Lender (which event of default may or may not, for the avoidance of doubt, also constitute a Tenant Lease Event of Default) and (ii) the exercise of Leasehold Lender’s remedies thereunder, whether with the consent of Tenant, involuntary, by operation or law or otherwise (including as a result of any bankruptcy, insolvency or dissolution proceedings or by declaration of or transfer in trust) or whether pursuant to a transfer of the assets of Tenant or of the Transfer of Ownership Interests of Tenant.

**“Funds Request”** shall have the meaning set forth in Section 5.5.2.

**“GAAP”** means those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States at the time in question. Any financial or accounting terms not otherwise defined herein shall be construed and applied according to GAAP.

**“Gaming”** has the meaning provided in the Lease.

**“Gaming Authorities”** means any Governmental Authority regulating Gaming or related activities.

**“Gaming License”** has the meaning provided in the Lease.

**“Gaming Regulations”** has the meaning provided in the Lease.

**“Golf Course Use Agreement”** means that certain Golf Course Use Agreement, dated as of the date hereof, by and among Rio Secco LLC, Cascata LLC, Chariot Run LLC and Grand Bear LLC, as Owner, Services Co and CEOC, as User, and the other parties thereto.

**“Governmental Authority”** means any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof.

**“Guaranteed Obligations”** shall have the meaning set forth in Section 17.1.

**“Guaranty Covenant Termination Date”** shall mean the earlier of (i) the date upon which all of the Guaranteed Obligations shall have been irrevocably paid and satisfied in full in cash and (ii) only in the event that a Guaranty Release Date has occurred pursuant to Section 17.3.5, the date on which there shall have been finally determined, and irrevocably paid and satisfied in full in cash, all Guaranteed Obligations with respect to which, prior to the date that is twelve (12) months after the occurrence of such Guaranty Release Date, Landlord has either made claims in accordance with this Agreement to, or otherwise demanded payment in accordance with this Agreement from, Lease Guarantor.

**“Guaranty Release Date”** shall have the meaning set forth in Section 17.3.5.

**“Guaranty Termination Obligations”** shall mean the sum, without duplication, of (i) the aggregate amount of any outstanding Guaranteed Obligations that are due and payable as of the Guaranty Release Date, (ii) the aggregate amount of any Guaranteed Obligations to which Landlord is (or may become) entitled in respect of any period prior to the Guaranty Release Date that are not covered under clause (i), and (iii) the aggregate amount of any damages to which Landlord is or may become entitled under and in accordance with the terms of the Lease (or the Golf Course Use Agreement) due to or arising out of any termination of the Lease (or the Golf Course Use Agreement) that occurs on or prior to the Guaranty Release Date (it being understood that in the case of clauses (ii) through (iii), the full extent of such Guaranteed Obligations may not be known or demanded by Landlord as of the effective date of any such termination of the Lease). For purposes of this definition, the term “Guaranteed Obligations” shall not include Guaranteed Obligations described in clause (ii) of the definition of “Guaranteed Obligations” set forth in Section 17.1 hereof.

**“Guest Data”** means any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Manager, Tenant, Services Co or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Manager, Tenant, Services Co or any of their respective Affiliates from: (i) guests or customers of the Managed Facilities (for the avoidance of doubt, including Property Specific Guest Data); (ii) guests or customers of any Other Facility (as defined in the Lease) (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources or databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program).

“**Indemnified Party**” means any Tenant Indemnified Party or Manager Indemnified Party entitled to receive indemnification pursuant to this Agreement.

“**Indemnifying Party**” means any Party obligated to indemnify an Indemnified Party pursuant to this Agreement.

“**Independent Director**” means a member of the board of directors of Lease Guarantor who is “independent” under NASDAQ listing rules.

“**Index**” means the Consumer Price Index for the West Region, as published by the Department of Statistics of the US Bureau of Labor, using the period October/November 1995 as a base of one hundred (100), or if such index is discontinued, the most comparable index published by any United States governmental agency, as acceptable to Tenant and Manager.

“**Individual**” means a natural person, whether acting for himself or herself, or in a representative capacity.

“**Initial Expert**” shall have the meaning set forth in Section 18.2.1.1.

“**Initial Term**” shall have the meaning set forth in Section 2.4.1.

“**Insurance Costs**” means all insurance premiums or other costs paid for any insurance policies maintained by Tenant with respect to the Managed Facilities.

“**Insurance Program**” means the insurance program of Affiliates of Manager that are provided to the Other Managed Facilities and Other Managed Resorts.

“**Insurance Requirements**” means at any time, the minimum coverage, limits, deductibles and other requirements required by Manager, which such Insurance Requirements shall be not less than the insurance required pursuant to the Lease at such time.

“**Intellectual Property**” or “**IP**” means all rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (a) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof; (b) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing; (c) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and

all applications, registrations and renewals in connection therewith (“**Trademarks**”); (f) all databases and data collections (including all Guest Data) and all rights therein; (g) all moral and economic rights of authors and inventors, however denominated; (h) all Internet addresses, sites and domain names, numbers, and social media user names and accounts; (i) any other similar intellectual property and proprietary rights of any kind, nature or description; and (j) any copies of tangible embodiments thereof (in whatever form or medium).

“**Intercreditor Agreement**” shall have the meaning set forth in the Lease.

“**Joliet Landlord**” means “Landlord” under the Joliet MLSA.

“**Joliet Managed Facility**” means “Managed Facility” under the Joliet MLSA.

“**Joliet MLSA**” means that certain Management and Lease Support Agreement (Joliet), dated as of the date hereof, by and among Des Plaines Development Limited Partnership, Joliet Manager, LLC, Lease Guarantor, Harrah’s Joliet LandCo LLC and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Joliet Partner**” means Des Plaines Development Holdings, LLC.

“**Joliet Tenant**” means “Tenant” under the Joliet MLSA.

“**Landlord Confidential Information**” means confidential or proprietary information relating to Landlord’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Landlord in writing as confidential or proprietary to which Manager and Tenant obtain access by virtue of the relationship between the Parties.

“**Landlord Financing**” means any debt financing or refinancing of Landlord or any Affiliate thereof that relates or applies to, in whole or in part, Landlord’s interest in the Lease, this Agreement and/or the Leased Property, or revenues therefrom (or any portion thereof), including debt financing or refinancing secured (in whole or in part) by security interest in Landlord’s interest in the Lease, this Agreement and/or the Leased Property.

“**Landlord Financing Documents**” means all loan agreements, bond indentures, promissory notes, mortgages, deeds of trust, security agreements, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Landlord Financing.

“**Landlord’s Lender**” means any “Fee Mortgagee” under the Lease.

“**Landlord Mortgage**” means any “Fee Mortgage” under the Lease.

“**Landlord Prohibited Person**” shall mean any Person that, in the capacity it is proposed to be acting (but not in any other capacity), is more likely than not to jeopardize Landlord’s or any of its Affiliates’ ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Lease**” shall have the meaning set forth in the Recitals hereto.

“**Lease/Debt Guaranty Collateral**” shall have the meaning set forth in Section 17.4.5.1.

“**Lease Foreclosure Transaction**” shall have the meaning set forth in the Lease.

“**Lease Guarantor Event of Default**” shall have the meaning set forth in Section 16.1.3.

“**Lease Guarantor Prohibited Person**” shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Lease Guarantor or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Lease Guarantor or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Lease Guarantor’s or any of its Affiliate’s ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Lease Guaranty**” shall mean all of the provisions, terms and conditions of this Agreement pertaining to (x) obligations and liabilities of Lease Guarantor with respect to the Guaranteed Obligations, including the provisions, terms and conditions of Article XVII hereof, and (y) without limitation of the preceding clause (x), Landlord’s rights and remedies in connection with any Lease Guarantor Event of Default, including the provisions, terms and conditions of Section 16.1.3 and Section 16.1.5.3, it being understood, for the avoidance of doubt, that all such provisions, terms and conditions of this Agreement are for the express benefit of Landlord.

“**Lease Guaranty Claim**” shall have the meaning set forth in Section 17.2.1.

“**Lease Guaranty Security Interest**” shall have the meaning set forth in Section 17.4.5.1.

“**Lease Initial Term**” means the “Initial Term” under (and as defined in and subject to the terms of) the Lease.



“**Lease Insurance Requirements**” shall have the meaning set forth in Section 12.1.1.1.

“**Lease/MLSA Related Agreements**” means, collectively, the Lease, this Agreement, the Transition Services Agreement, and the Intercreditor Agreement.

“**Lease Renewal Term**” means any “Renewal Term” under (and as defined in and subject to the terms of) the Lease that becomes effective under the Lease in accordance with its terms.

“**Leased Property**” shall have the meaning set forth in the Lease.

“**Leasehold Financing**” means any debt financing or refinancing obtained by Tenant or Tenant’s Affiliates that relates or applies to, in whole or in part, the Lease and/or the Leased Property or revenues therefrom (or any portion thereof), including debt financing secured (in whole or in part) by a Leasehold Mortgage or Security Interest in Tenant’s leasehold interest under the Lease.

“**Leasehold Financing Documents**” means all loan agreements, security agreements, pledge agreements, bond indentures, promissory notes, Leasehold Mortgages, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Leasehold Financing.

“**Leasehold Foreclosure with MLSA Assumption**” shall mean the Foreclosure by Leasehold Lender and (in the case of a direct assignment) the assumption by such Leasehold Lender or its permitted designee of this Agreement, made in compliance with Section 11.1 and Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Assumption shall not become effective hereunder until Leasehold Lender (or such designee) shall have complied in all respects with (i) the conditions set forth in Section 11.1.3 of this Agreement, including the execution and delivery of the Tenant Assumption Agreement, and (ii) the applicable provisions of Section 22.2(i) of the Lease.

“**Leasehold Foreclosure with MLSA Termination**” shall mean the termination of this Agreement and all of Manager’s and Lease Guarantor’s obligations hereunder in connection with a Foreclosure by Leasehold Lender that is made in compliance in all respects with Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Termination shall not become effective hereunder until Leasehold Lender shall have complied with the applicable provisions of Section 22.2(i) of the Lease.

“**Leasehold Lender**” means any “Permitted Leasehold Mortgagee” under the Lease.

“**Leasehold Mortgage**” means any “Permitted Leasehold Mortgage” under the Lease.

“**Licensing Event**” means:

(a) with respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to Manager or any of its Affiliates (a “**Manager Party**”) or to a member of the Subject Group or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any member of the Subject Group with any Manager Party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any Manager Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Manager Party is subject; or (ii) any member of the Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Person is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so; and

(b) with respect to Manager, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a member of the Subject Group or a Manager Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any Manager Party with any member of the Subject Group party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any member of the Subject Group under any Gaming Regulations or (B) violate any Gaming Regulations to which a member of the Subject Group is subject; or (ii) any Manager Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Manager Party is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so.

For purposes of this definition, an “Affiliate” of Manager includes any Person for which Manager or its Affiliate is providing management services (other than Tenant and its subsidiaries).

“**M/T Event of Default**” shall have the meaning set forth in Section 16.1.4.

“**Managed Facilities**” shall have the meaning set forth in the Recitals hereto.

“**Managed Facilities IP**” means any and all Intellectual Property owned by or licensed to Caesars IP Holder, Tenant or its subsidiaries that is necessary for the Operation or Management of the Managed Facilities, including, without limitation, any Property Specific Guest Data and Guest Data, the Brands, the Trademarks included in Exhibit E attached hereto, and the Property Specific IP.

**“Managed Facilities Personnel”** means all Individuals employed by Tenant or its subsidiaries and performing services on a part-time or full-time basis at the Managed Facilities during the Term (including any Senior Executive Personnel), regardless of the specific titles given to such Individuals.

**“Managed Facilities Personnel Costs”** means all cash costs and expenses associated with the employment or termination of Managed Facilities Personnel (including the Senior Executive Personnel), including recruitment expenses, the costs of moving executive level Managed Facilities Personnel, their families and their belongings to the area in which the Managed Facilities is located at the commencement of their employment at the Managed Facilities, compensation and benefits (including the costs of any equity based benefits at the time the economic cost is realized by Manager or its Affiliates (e.g., exercise rather than grant, repurchase, cash-out, etc.); *provided* that, if a portion of such benefits were awarded in connection with services performed at another facility owned or operated by Manager or its Affiliates, the Managed Facilities Personnel Costs shall only include the portion of such costs which are related to such Managed Facilities Personnel’s employment on behalf of the Managed Facilities and such proportional amount shall be included in Managed Facilities Personnel Costs regardless of whether the cost of such equity based benefits are realized while the applicable Managed Facilities Personnel is employed on behalf of the Managed Facilities or is employed at another facility owned or operated by Manager or its Affiliates), employment Taxes, training and severance payments, all in accordance with Applicable Laws, Manager’s policies for Other Managed Facilities and Other Managed Resorts and such other policies as may be established pursuant to this Agreement.

**“Management Account”** shall have the meaning set forth in Section 5.4.1.3.

**“Manager”** shall mean Non-CPLV Manager, LLC, a Delaware limited liability company, or its successors or permitted assigns (including any trustee appointed over its assets).

**“Manager Assumption Document”** shall have the meaning set forth in Section 11.2.2.

**“Manager Confidential Information”** means confidential or proprietary information relating to Manager’s or any of its Affiliates’ (other than Tenant’s) businesses that derives value, actual or potential, from not being generally known to others, including all Proprietary Information and Systems, proprietary Manuals, confidential fees and confidential terms of all Centralized Services and any confidential or proprietary documents and information specifically designated by Manager in writing as confidential or proprietary to which Tenant and Landlord obtain access solely by virtue of the relationship between the Parties; *provided* that “Manager Confidential Information” shall not include Property Specific Guest Data or Guest Data or any information that Tenant independently possesses solely in its capacity as a member of Services Co.

“**Manager Event of Default**” has the meaning set forth in Section 16.1.2.

“**Manager Indemnified Parties**” shall have the meaning set forth in Section 12.3.1.

“**Manager Prohibited Person**” shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Manager or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Manager or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Manager’s or any of its Affiliate’s ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Manager’s Designated Financial Officer**” shall mean the highest level financial officer among the Senior Executive Personnel.

“**Manager’s Standard of Care**” shall have the meaning set forth in Section 2.1.2.

“**Manager’s System Policies**” shall have the meaning set forth in Section 2.1.3.

“**Manuals**” means all written, digitized, computerized or electronically formatted manuals and other documents and materials prepared and used by Manager for other Managed Resorts as instructions, requirements, guidance or policy statements with respect to Manager’s Other Managed Resorts, which are loaned or otherwise made available to Tenant.

“**Monetary Tenant Default**” shall have the meaning set forth in Section 17.2.1.

“**Monthly Debt Service Schedule**” shall have the meaning set forth in Section 5.4.6.

“**Monthly Report**” shall have the meaning set forth in Section 10.2.

“**New Lease**” shall have the meaning set forth in the Lease.

“**Non-Consented Lease Termination**” shall have the meaning set forth in Section 21.1.1.

**“Non-Core Tenant Competitor”** means a Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1<sup>st</sup>) day of each Lease Year, commencing with the second (2<sup>nd</sup>) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, (a) ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business and (b) the terms “Affiliate,” “Escalator,” “Lease Year,” “Gaming Facility” and “Person” shall each have the meaning given thereto in the Lease.

**“Non-Discriminatory”** means consistent, commercially reasonable, fair treatment of all Persons regardless of the ownership, control or affiliations of any such Persons (i) subject to the same or substantially similar policies and procedures, including policies and procedures related to the standards of service and quality required to be provided by such Persons or (ii) participating jointly in the same transactions or relationships or participating in separate, but substantially similar, transactions or relationships for the procurement of goods or services, in each case, including, without limitation, the unbiased and consistent allocation of costs, expenses, savings and benefits of any such policies, procedures, relationships or transactions on the basis of a fair and equitable methodology; provided, however, that goods and services shall not be required to be provided in a manner that exceeds the standard of service required to be provided at the Managed Facilities under the terms of this Agreement to be deemed “Non-Discriminatory” nor shall the standard of service and quality provided at the facilities owned or operated by each such Person be required to be similar so long as, in each case, both (x) a commercially reasonable business justification (without giving effect to Lease economics) that is not discriminatory to Landlord and Joliet Landlord, taken as a whole, or the Managed Facilities and the Joliet Managed Facility, taken as a whole, exists for the manner in which such goods and services are provided, and (y) the manner in which such goods and services are provided is not intended or designed to frustrate, vitiate or reduce (I) the rights of Landlord under this Agreement, the Lease, or the other Lease/MLSA Related Agreements or the rights of the Joliet Landlord under the Joliet MLSA, the Lease (as defined in the Joliet MLSA) or the other Lease/MLSA Related Agreements (as defined in the Joliet MLSA), or (II) the payment of Variable Rent (as such term is defined in the Lease) under the Lease or under the Lease (as defined in the Joliet MLSA).

**“Non-Third Party Financing”** means any financing in which (a) Tenant, Lease Guarantor or Manager or any Affiliate of any of them acts as a trustee, agent or similar representative or (b) Tenant, Lease Guarantor or Manager or any Affiliate of any of them (excluding any Person that is such an Affiliate as a result of its ownership of publicly traded equity interests in any Person) holds (excluding any ownership of publicly traded equity interests in any Person) either (i) a Controlling direct or indirect equity interest or (ii) a direct or indirect equity interest of at least ten percent (10%) of the outstanding equity interests in any such lender, trustee, agent or other financing provider (any lender, trustee, agent or other financing provider described under clause (b)(i) or

(b)(ii), a “**Sponsor Lender Entity**”), and in each such case the principal amount of such financing provided by any Sponsor, its Affiliates, and/or its Sponsor Lender Entities either (x) exceeds twenty-five percent (25%) of the aggregate principal amount of such financing or (y) is not a strictly “passive” investment. For purposes of this definition, “passive” means having no ability to exercise any decision-making in respect of the overall financing other than, for the avoidance of doubt, customary voting rights attributable to the financing that extend to all other providers of such financing.

“**Omnibus Agreement**” means that certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the date hereof, by and among Services Co, CEOC, CERP, CGPH, CLC and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time.

“**Opco Debt Guaranty**” shall have the meaning set forth in Section 17.4.5.1.

“**Opco First Lien Debt**” shall mean the indebtedness of CEOC under (i) Tenant’s Initial Financing (as such term is defined in the Lease) and (ii) any refinancing by CEOC of the indebtedness of CEOC referenced in clause (i) of this definition that constitutes a Leasehold Financing.

“**Opco First Lien Debt Security Interest**” shall have the meaning set forth in Section 17.4.5.1.

“**Operate**”, “**Operating**” or “**Operation**” means to manage, operate, use, maintain, market, promote, repair, and provide other management or operations services to the Managed Facilities, all as more particularly described in this Agreement.

“**Operating Account**” shall have the meaning set forth in Section 5.4.1.1.

“**Operating Deficiency Cause**” shall have the meaning set forth in Section 16.1.1.5.

“**Operating Deficiency Notice**” shall have the meaning set forth in Section 16.1.1.5.

“**Operating Expenses**” means, with respect to any period of time, all ordinary and necessary expenses incurred in the Operation of the Managed Facilities, including all: (a) Managed Facilities Personnel Costs and all other Reimbursable Expenses; (b) all expenses for maintenance and repair; (c) costs for utilities; (d) administrative expenses, including all costs and expenses relating to the Bank Accounts and Certified Financial Statements; (e) costs and expenses for marketing, advertising and promotion of the Managed Facilities; (f) amounts payable to Manager as set forth in this Agreement; (g) costs for the lease, rental or license of real or personal property (including payments by Tenant under the Lease or with respect to Intellectual Property); (h) Insurance Costs; (i) Taxes (other than income Taxes); (j) costs for the lease, rental or license of real or personal (including Intellectual Property); (k) an allocation (based upon relative net revenues of all of Tenant’s operating subsidiaries) of

the operating expenses of Tenant; (l) all amounts to be paid to Manager or its Affiliates in connection with any redemptions under the Total Rewards Program; and (m) Centralized Services Charges, all as determined in accordance with GAAP, but expressly excluding the following: (i) costs of Building Capital Improvements and ROI Capital Improvements; and (ii) fees and costs for professional services, including the fees and expenses of attorneys, accountants and appraisers, incurred directly or indirectly in connection with any category of expense that is not itself an Operating Expense and required to be capitalized in accordance with GAAP.

**“Operating Limitations”** means: (a) any provision of the Leasehold Financing Documents or any applicable ground lease (including the Lease), easement or similar obligation (in each case as in effect as of the Commencement Date or otherwise effectuated as permitted under the Lease) limiting or otherwise imposing conditions on Manager with respect to the Operation of the Managed Facilities and (b) limitations or conditions arising under Applicable Laws. Notwithstanding anything contained in this Agreement, absent Landlord’s consent, no change or amendment to the Operating Limitations contained in the foregoing clause (a) as in effect on the Commencement Date effected at any time that Tenant is a Controlled Subsidiary of Lease Guarantor and Manager is a wholly owned subsidiary of Lease Guarantor (other than any changes to any ground lease made by or with the consent of Landlord) shall relieve Manager from (i) its obligations to Operate the Managed Facilities in compliance with the Operating Standard and in a Non-Discriminatory manner or (ii) effect any decrease in the level of service or quality of Operation of the Managed Facilities required as of the Commencement Date pursuant to the Operating Standard.

**“Operating Standard”** shall have the meaning set forth in Section 2.1.4.

**“Operating Year”** means each calendar year during the Term, except the initial Operating Year shall be a partial year beginning on the Commencement Date and ending on the following December 31, and if this Agreement is terminated effective on a date other than the last day of an Operating Year in any year, then the last Operating Year shall also be a partial year ending on the effective date of expiration or termination.

**“Other Managed Facilities”** means the hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned or leased by Landlord and its Affiliates (and/or any of their respective successors or assigns) and leased and operated by or on behalf of Manager (or such other wholly owned subsidiary of Lease Guarantor) under management agreements among CEOC and/or any of its subsidiaries, Manager (or such other wholly owned subsidiary of CEC) and any such other parties to such agreements, excluding the Managed Facilities. As of the date of this Agreement, the Other Managed Facilities are as follows: (a) the CPLV Managed Facility and (b) the Joliet Managed Facility.

**“Other Managed Resorts”** means hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned and/or operated by or on behalf of Manager or its Affiliates under any brand or no brand, but excluding the Managed Facilities and the Other Managed Facilities.

“**Other MLSAs**” means, collectively or individually, as the context may require, (i) the CPLV MLSA and (ii) the Joliet MLSA.

“**Out-of-Pocket Expenses**” means the reasonable out-of-pocket travel costs (without mark-up) incurred by Manager or its Affiliates to third parties in performing its services under this Agreement, including air and ground transportation, meals, lodging and gratuities.

“**Ownership Interests**” means all forms of ownership, whether legal or beneficial, voting or non-voting, including stock, partnership interests, limited liability company membership or ownership interests, joint tenancy interests, proprietorship interests, trust beneficiary interests, proxy interests, power-of-attorney interests, and all options, warrants and instruments convertible into such other interests, and any other right, title or interest not included in this definition that constitutes a form of direct or indirect ownership in a Person.

“**Parent Company**” means, with respect to any Person, any Entity that holds any form of ownership interest in such Person, whether directly or indirectly through an ownership interest in one (1) or more other Entities holding an ownership interest in such Person.

“**Party**” or “**Parties**” shall have the meaning set forth in the Preamble hereto, subject to the provisions of Section 19.3 and 20.2 as such terms are used in said Sections.

“**Permitted Uses**” shall have the meaning set forth in Section 7.1.2.

“**Person**” means an Individual or Entity, as the case may be.

“**Prime Rate**” means, on any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (*provided* that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the Prime Rate of another nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

“**Prior Related Dispute**” shall have the meaning set forth in Section 18.2.1.1.

“**Promotional Allowances**” means the value of goods and services given to customers of the Managed Facilities on a complimentary basis, such as complimentary food, beverages, accommodations, entertainment and parking, promotions, credits or discounts provided to any customer, any permitted or awarded “free play” and credits, coupons and vouchers issued for redemption by a customer as well as the value of cash and cash-back Complimentaries given to customers of the Managed Facilities.



**“Property Specific Guest Data”** means any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager or their respective Affiliates identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of a Managed Facility, including retail locations, restaurants, bars, casino and Gaming Facilities (as defined in the Lease), spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, i.e. in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the applicable Managed Facility, and that does not concern the applicable Managed Facility, and (iii) Guest Data that concerns Proprietary Information and Systems and is not specific to the applicable Managed Facility.

**“Property Specific IP”** means all Intellectual Property that is both (i) specific to a Managed Facility and (ii) currently or hereafter owned by CEOC or any of its subsidiaries, including the Intellectual Property set forth on Exhibit G attached hereto.

**“Proprietary Information and Systems”** means the “Service Provider Proprietary Information and Systems”, as such term is defined in the Omnibus Agreement.

**“Purchasing Program”** shall have the meaning set forth in Section 5.6.

**“Reimbursable Expenses”** means the following expenses to the extent incurred by Manager or any of its Affiliates in accordance with this Agreement or the Annual Budget: (a) all Managed Facilities Personnel Costs; (b) all amounts paid by Manager to third parties relating to Third-Party Centralized Services or any other Centralized Services Charges or other expenses incurred in connection with Centralized Services pursuant to Section 4.1 that are paid by Manager; (c) all Out-of-Pocket Expenses incurred by Manager directly in connection with its Operation of the Managed Facilities; (d) payments made or incurred by Manager in accordance with the Annual Budget to third parties for goods and services in the ordinary course of business in the Operation of the Managed Facilities; (e) payments made or incurred by Manager in connection with the Managed Facilities and as authorized under this Agreement; (f) all amounts owed in connection with any redemption under the Total Rewards Program; (g) all amounts actually incurred by Manager to third-parties in maintaining the Property Specific Guest Data (including the creation of back-up tapes related thereto); and (h) all Taxes to be paid by Tenant to Manager in accordance with Section 3.6.

**“Renewal Term”** shall have the meaning set forth in Section 2.4.1.

**“Reservations System”** means any reservations system operated by Services Co or any of its Affiliates.

“**Restricted Payment**” shall have the meaning set forth in Section 17.4.4.

“**ROI Capital Improvements**” means all alterations, improvements, replacements, renewals and additions to the Managed Facilities that are capitalized under GAAP and involve a material change in the primary use of, or a material physical expansion or alteration of, the Managed Facilities (including adding or removing guest rooms, meeting rooms or changing the configuration of the Managed Facilities).

“**Routine Capital Improvements**” means all maintenance, repairs, alterations, improvements, replacements, renewals and additions to the Managed Facilities (including replacements and renewals of FF&E, exterior and interior painting, resurfacing of walls and floors, resurfacing parking areas and replacing folding walls) that are capitalized under GAAP and not depreciated as real property. For avoidance of doubt, Routine Capital Improvements expressly exclude Building Capital Improvements and ROI Capital Improvements.

“**Security Interest**” means any security interest, collateral assignment, pledge or similar document or instrument that encumbers any assets belonging to Tenant or any of its subsidiaries relating to the Managed Facilities (or any portion thereof or interest therein) that constitutes a personal property interest (including all Supplies located at or used in the Operation of the Managed Facilities, the Bank Accounts and Tenant’s rights under this Agreement) and/or any direct or indirect Ownership Interests in Tenant.

“**Senior Executive Personnel**” means the Individuals employed from time to time as the general manager of the Managed Facilities (or any individual Managed Facility) and the general manager’s direct reports and other executive staff serving such functions, regardless of the specific titles given to such Individuals.

“**Services Co**” means (1) CES or (2) any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, CES on the date hereof.

“**Services Co LLC Agreement**” means that certain Amended and Restated Limited Liability Company Agreement of Services Co, dated as of May 20, 2014, as amended, restated, supplemented or otherwise modified from time to time.

“**Severed Lease**” shall have the meaning set forth in Section 16.4.

“**Severed MLSA**” shall have the meaning set forth in Section 16.4.

“**Software**” means, as they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application or other program, including all source code, object code, specifications, databases, designs and documentation related thereto.

“**SPE Tenant**” means, collectively or individually, as the context may require, each Tenant other than CEOC.

“**Sponsor**” means each of (i) collectively Apollo Global Management, Inc., Apollo Management VI, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”) and (ii) collectively, TPG Capital, L.P., TPG Partners V, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”).

“**Springing Lien Subsidiary**” means a subsidiary of CEC other than (i) CEOC, Tenant, CPLV Tenant, Joliet Tenant or any of their respective subsidiaries, (ii) the borrower (or any co-borrower) or the issuer (or any co-issuer) under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral and (iii) a direct or indirect subsidiary of one or more of the entities described in clause (ii) above that is a “restricted subsidiary” under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral.

“**Stated Expiration Date**” shall have the meaning set forth in the Lease.

“**Subject Group**” means Tenant, Tenant’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons) (excluding Manager and its Affiliates (other than Tenant and its Controlled Subsidiaries) and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons).

“**Subsequent Related Dispute**” shall have the meaning set forth in Section 18.2.1.1.

“**Substantial Transfer**” means, in the case of CEC, Manager or Tenant, the sale or other disposition by such Party and its Controlled Subsidiaries of all of the direct and indirect assets of such Party and its Controlled Subsidiaries (other than assets that are, in the aggregate, *de minimis*) in a single transaction or series of related transactions.

“**Supplies**” means all operating supplies and equipment used in the Operation of the Managed Facilities.

“**Support Facilities**” means all facilities located in or attached to, and/or operated on, the Leased Property or any portion thereof, including, without limitation, any hotel and hotel guest rooms and suites, food, beverage, entertainment and retail facilities and parking structures.

“**Taking**” shall have the meaning set forth in the Lease.

“**Taxes**” means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, commercial activity taxes, personal property taxes, Gaming taxes, fees and charges and business and occupation taxes, imposed by any Governmental Authority against Tenant in connection with the ownership or Operation of the Managed Facilities, but expressly excluding income, franchise or similar taxes imposed on Tenant.

“**Technology Systems**” means certain technology systems, including the Reservations System, Proprietary Information and Systems, third-party Software, hardware and telecommunications equipment and any system upgrades and/or replacements therefor.

“**Tenant**” shall have the meaning set forth in the Preamble hereto.

“**Tenant Assumption Agreement**” shall have the meaning set forth in Section 11.1.3.2.

“**Tenant Competitor**” means, as of any date of determination, any Person (other than Tenant, CEOC, Lease Guarantor and any of their respective Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; *provided* that (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 11.4.1.2(iii), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate’s acquiring ownership, or engaging in the operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement (as defined in the Lease) and CEC (or its Subsidiary, as applicable) did not accept such offer. For purposes of this definition, the terms “Affiliate,” “Control,” “Person” and “Subsidiary” shall each have the meaning given thereto in the Lease.

“**Tenant Confidential Information**” means confidential or proprietary information relating to Tenant’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Tenant in writing as confidential or proprietary to which Manager and Landlord obtain access solely by virtue of the relationship between the Parties. “Tenant Confidential Information” shall include Property Specific Guest Data and Guest Data.

“**Tenant Indemnified Parties**” shall have the meaning set forth in Section 12.3.2.

“**Tenant Lease Event of Default**” shall mean the occurrence (and continuance) of a “Tenant Event of Default” (as such term is defined in the Lease) under the Lease.

“**Tenant MLSA Event of Default**” shall have the meaning set forth in Section 16.1.1.

“**Tenant Prohibited Person**” means any Person that is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to jeopardize Tenant’s or any of its Affiliates’ ability to hold a Gaming license or to be associated with a Gaming Licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Term**” shall have the meaning set forth in Section 2.4.1.

“**Terminated for Cause**” (or “**Termination for Cause**”) means either of the following subparagraphs (1) or (2), which may be elected by Landlord at its option:

(1) (i) Landlord has expressly elected to (and does) terminate Manager as manager hereunder and notified Manager thereof, (ii) Landlord has determined in good faith that such termination is for Cause and (iii) an arbitrator shall have made a finding that Cause existed to terminate Manager in accordance with the following sentence. Manager, Tenant, Lease Guarantor and Landlord agree that the determination of whether Cause existed to terminate Manager will be decided by binding arbitration, on an expedited basis, pursuant to the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes, in effect as of the Commencement Date, before a single arbitrator who shall be mutually acceptable to Manager and Landlord and who shall conduct the arbitration in New York, New York and who shall apply New York Law (collectively, a “**Cause Arbitration**”). In the event of a termination by Landlord of Manager under this clause (1), Lease Guarantor’s obligations under Article XVII shall continue throughout the pendency of the Cause Arbitration, and in the event the arbitrator determines that Cause did not exist, (a) Lease Guarantor’s obligations under Article XVII shall terminate and be deemed to have terminated as of such date of Manager’s termination and (b) Landlord shall reimburse Lease Guarantor for (i) any amounts actually received by Landlord pursuant to Lease Guarantor’s obligations under this Agreement in respect of any period following such termination during which Manager was actually not acting as manager of the Managed Facilities and (ii) any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with such arbitration. In the event such arbitrator determines that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the arbitration.

(2) (i) Landlord has determined in good faith that Cause exists to terminate Manager as manager, (ii) Landlord has delivered written notice to Manager that it has determined in good faith that Cause exists to terminate Manager as manager hereunder and that Landlord shall commence a Cause Arbitration to determine whether or not Cause exists and (iii) the arbitrator in a Cause Arbitration determines that Cause exists to terminate Manager, and Landlord thereafter terminates Manager as manager. For the avoidance of doubt, if such arbitrator determines that Cause did not exist to terminate Manager, then Manager shall not be terminated and shall continue to manage the Managed Facilities pursuant to the terms of this Agreement and all obligations of Lease Guarantor under Article XVII shall remain in place, all in accordance with this Agreement. Further, in the event such arbitrator determines (x) that Cause did not exist, Landlord shall reimburse Lease Guarantor for any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with the Cause Arbitration, or (y) that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the Cause Arbitration.

For purposes of the foregoing, “Cause” shall mean: (i) intentional acts or intentional omissions of Manager to the material detriment of assets leased by Tenant or the Joliet Tenant or owned by Landlord or the Joliet Landlord, taken as a whole, for the benefit of other assets managed, owned or operated by Manager (or any other Affiliate of CEC), (ii) fraud, (iii) gross negligence or (iv) willful misconduct.

“Third-Party Centralized Services” shall have the meaning set forth in Section 4.1.

“Third-Party Manager” shall have the meaning set forth in Section 5.10.

“Third-Party Operated Areas” shall have the meaning set forth in Section 5.10.

“Total Rewards Program” means the Total Rewards® customer loyalty program as implemented from time to time as described more fully in the Omnibus Agreement.

“Transfer” means any Assignment or Transfer of Ownership Interests.

“Transfer of Ownership Interests” means, with respect to any Person, any: (a) direct or indirect sale, assignment, disposition, conveyance, gift, pledge or other transfer, in whole or in part, of any Ownership Interests in such Person or any Parent Companies of such Person; (b) merger, consolidation, reorganization or other restructuring of such Person or any Parent Companies of such Person; or (c) issuance of additional Ownership Interests in such Person or any Parent Companies of such Person that would have the effect of diluting voting rights or beneficial ownership of the Ownership Interests in such Person or any Parent Companies of such Person, in each case whether voluntary, involuntary, by operation or law or otherwise (including as a result of any divorce, bankruptcy or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession).

“**Transition Period**” means the two-year period following the expiration of this Agreement on the Stated Expiration Date or the termination of this Agreement prior to the end of the Term; *provided* that the Transition Period shall be less than two (2) years (i) after a termination of this Agreement by Landlord, at the election of Landlord in its sole discretion and (ii) following a Leasehold Foreclosure with MLSA Termination, at the sole election of the person providing management services with respect to the Managed Facilities under the Replacement Management Agreement.

“**Transition Services Agreement**” means that certain Transition of Management Services Agreement (Non-CPLV), dated as of the date hereof, by and among Tenant, Landlord, Services Co, CLC and Manager, as amended, restated, supplemented or otherwise modified from time to time.

“**User**” shall have the meaning set forth in the Golf Course Use Agreement.

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**EXHIBIT C**

**[Reserved]**

C-1



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**EXHIBIT D**

**[Reserved]**

D-1

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**EXHIBIT E**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**TRADEMARKS**

Any Trademarks included in System-wide IP that are necessary for the Operation or Management of the Managed Facilities, including the Trademarks listed below:

Horseshoe Council Bluffs

Harrah's Council Bluffs

Harrah's Metropolis

Horseshoe Southern Indiana

Horseshoe Hammond

Horseshoe Bossier City

Harrah's Bossier City (Louisiana Downs)

Harrah's North Kansas City

Grand Biloxi Casino Hotel

Horseshoe Tunica

Tunica Roadhouse

Caesars Atlantic City

Bally's Atlantic City

Harrah's Lake Tahoe

Harvey's Lake Tahoe

Harrah's Reno

Bluegrass Downs

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**EXHIBIT F**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**LIST OF BRANDS**

Horseshoe

Harrah's

Grand Biloxi

Tunica Roadhouse

Caesars

Bally's

Harvey's

Bluegrass Downs

**EXHIBIT G**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**PROPERTY SPECIFIC IP**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Brand</u></b>	<b><u>Specific/ Enterprise</u></b>	<b><u>Property</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
\$10,000 Pyramid	New Jersey	Bally's	Specific	Bally's AC	NA	2/26/1992	10,296	2/26/1992	Registered
6ix A Bistro (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	7/16/2008	23095	7/16/2008	Registered
Gold Tooth Gerties	New Jersey	Bally's	Specific	Bally's AC	NA	12/5/2000	20,499	12/5/2000	Registered
Mountain Bar (and Logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/11/1997	14,809	8/11/1997	Registered
Noodle Village (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	3/30/2007	22733	3/30/2007	Registered
Pickles - More than a Deli	New Jersey	Bally's	Specific	Bally's AC	NA	12/17/1998	15,515	12/17/1998	Registered
Studio (Stylized)	New Jersey	Bally's	Specific	Bally's AC	NA	7/14/1998	15,289	7/14/1998	Registered
The Vixens (Logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/3/2010	23535	8/3/2010	Registered
Wild about Wings (logo)	New Jersey	Bally's	Specific	Bally's AC	NA	8/3/2010	23534	8/3/2010	Registered
Boardwalk Cupcakes (logo)	United States of America	Bally's	Specific	Bally's AC	86/422551	10/13/2014	4780684	7/28/2015	Registered
Champagne Slots	United States of America	Bally's	Specific	Bally's AC	78/457601	7/27/2004	3020236	11/29/2005	Registered

<u>Mark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Coyote Kate's Slot Parlor	United States of America	Bally's	Specific	Bally's AC	76/067657	6/9/2000	2523523	12/25/2001	Registered
Preview	United States of America	Bally's	Specific	Bally's AC	77/450581	4/17/2008	3555164	12/30/2008	Registered
Wild, Wild West Casino	United States of America	Bally's	Specific	Bally's AC	75/106946	5/13/1996	2837537	5/4/2004	Registered
Grand Biloxi (Logo)	United States of America	Grand	Specific	Formerly Harrah's Gulf Coast	85/701599	2/9/1996	4286319	2/24/1998	Registered
Stir Cove Backstage Grill (Design)	Iowa	Harrah's	Specific	Harrah's Counsel Bluffs	W00791884	7/13/2012	5480TM-439811	7/13/2012	Registered
Stir Cove Concert Series (Design)				Harrah's Counsel Bluffs					
Pepper Rose (Design)	Iowa	Harrah's	Specific	Harrah's Counsel Bluffs	W00793603	7/30/2012	5480TM-440692	7/30/2012	Registered
	Louisiana	Harrah's	Specific	Harrah's Louisiana Downs	NA	12/17/2001	57-2528	12/17/2001	Registered
American River Cafe (Block)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30 34	5/29/1997	SM00300034	5/29/1997	Registered
American River Cafe (Design)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30-253	11/17/1997	SM0030-0450	11/17/1997	Registered
Friday's Station (Block)	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	30-253	8/26/1997	SM0030-0253	8/26/1997	Registered
Quick Pik - Quick Pick	Nevada	Harrah's	Specific	Harrah's Reno	22-778	6/23/1989	SM0022-0778	6/23/1989	Registered
South Shore Room	Nevada	Harrah's	Specific	Harrah's Lake Tahoe	18-002	9/1/1982	SM0018-0002	9/1/1982	Registered

<b>Mark</b>	<b>Jurisdiction</b>	<b>Brand</b>	<b>Specific/ Enterprise</b>	<b>Property</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Andreotti (Block)	United States of America	Harrah's	Specific	Harrah's Reno	75/646182	2/19/1999	2335359	3/28/2000	Registered
Bellissimo	United States of America	Harrah's	Specific	Harrah's Gulf Coast	77/032971	10/31/2006	3246044	5/29/2007	Registered
Bridges Dining Company	United States of America	Harrah's	Specific	Harrah's Metropolis	86/433899	10/24/2014	4759692	6/23/2015	Registered
Carvings	United States of America	Harrah's	Specific	Harrah's Reno	78/732311	10/13/2005	3141982	9/12/2006	Registered
Fight Republic (Block)	United States of America	Harrah's	Specific	Harrah's Reno	85/346117	6/14/2011	4100290	2/14/2012	Registered
Joy Luck Noodle Bar	United States of America	Harrah's	Specific	Harrah's Reno	77/634470	12/16/2008	3647464	6/30/2009	Registered
Magnolia House (Block)	United States of America	Harrah's	Specific	Harrah's Gulf Coast	86/235367	3/28/2014	4730291	5/5/2015	Registered
Peek (Block)	United States of America	Harrah's	Specific	Harrah's Lake Tahoe	86/263094	4/25/2014	4625059	10/21/2014	Registered
Powerhouse Alley	United States of America	Harrah's	Specific	Harrah's Reno	86/174730	1/24/2014	4575993	7/29/2014	Registered
The Summit (Block)	United States of America	Harrah's	Specific	Harrah's Lake Tahoe	73/040279	12/23/1974	1019015	8/26/1975	Registered
"Louisiana Downs"	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	4/19/1993	51-0725	4/19/1993	Registered
Fillies & Fighters (Design)	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	7/16/2009	60-7294	7/16/2009	Registered

<u>Mark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Horse Cents (Block)	Louisiana	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	NA	12/4/2003	58-0417	12/4/2003	Registered
Super Derby		Harrah's/ Louisiana Downs		Harrah's Louisiana Downs	NA	4/19/1993	51-0724	4/19/1993	Registered
Louisiana Downs (Block)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/197284	12/23/2002	2874317	8/17/2004	Registered
Louisiana Downs Racing Horses (Design)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/199756	1/3/2003	2791383	12/9/2003	Registered
Super Derby (Block)	United States of America	Harrah's/ Louisiana Downs	Specific	Harrah's Louisiana Downs	78/199798	1/3/2003	2788933	12/2/2003	Registered
Sage Room (Block)	Nevada	Harveys	Specific	Harveys Lake Tahoe	E0411842011-4	7/18/2011	E0411842011-4	7/18/2011	Registered
Sushi Kai	Nevada	Harveys	Specific	Harveys Lake Tahoe	20140728667-83	10/23/2014	E0551752014-5	10/23/2014	Registered
Harveys (Block)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/483631	1/28/1994	2026250	12/31/1996	Registered
Harveys (Design)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/483632	1/28/1994	2038045	2/18/1997	Registered
Harveys (Stylized)	United States of America	Harveys	Specific	Harveys Lake Tahoe	78/821394	2/23/2006	3154177	10/10/2006	Registered
Harveys Casino Hotel You Can Have it All	United States of America	Harveys	Specific	Harveys Lake Tahoe	75/295646	5/21/1997	2240209	4/20/1999	Registered

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Brand</u></b>	<b><u>Specific/ Enterprise</u></b>	<b><u>Property</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
The Party's at Harveys (Block)	United States of America	Harveys	Specific	Harveys Lake Tahoe	74/484989	1/28/1994	1878054	2/7/1995	Registered
Envy Stage Bar	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	2008-0359	5/14/2008	2008-0359	5/14/2008	Registered
Midwest Regional Poker Championships	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	N/A	6/1/2016	2016-0311	6/1/2016	Registered
The Venue (logo)	Indiana	Horseshoe	Specific	Horseshoe Southern Ind.	2009-0045	1/21/2009	2009-0045	1/21/2009	Registered
Best Blackjack in Louisiana (Block)	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	12/30/1996	54-3112	12/30/1996	Registered
Frozen SeRum	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	1/30/200	63-7822	6/21/2012	Registered
Impulse, Inc.	Louisiana	Horseshoe	Specific	Horseshoe Bossier City	NA	4/30/2001	57-0311	4/30/2001	Registered
Benny's Back Room	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/547938	8/15/2008	3678700	9/8/2009	Registered
Bluesville (Block)	United States of America	Horseshoe	Specific	Horseshoe Tunica	77/234865	7/20/2007	3456911	7/1/2008	Registered
Bluesville (Logo)	United States of America	Horseshoe	Specific	Horseshoe Tunica	77/523188	7/16/2008	3554133	12/30/2008	Registered
Bluesville (Logo)	United States of America	Horseshoe	Specific	Horseshoe Tunica	75/182186	10/15/1996	2148837	4/7/1998	Registered
Dare	United States of America	Horseshoe	Specific	Horseshoe Bossier City	86163460	1/13/2014	4615290	9/30/2014	Registered



<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Brand</u></b>	<b><u>Specific/ Enterprise</u></b>	<b><u>Property</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
Four Winds (Block)	United States of America	Horseshoe	Specific	Horseshoe Bossier City	76/464872	11/6/2002	2829389	4/6/2004	Registered
Four Winds (Design)	United States of America	Horseshoe	Specific	Horseshoe Bossier City	76/464866	11/6/2002	2829388	4/6/2004	Registered
Push	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/475098	5/15/2008	3592854	3/17/2009	Registered
The Venue (logo)	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/470223	5/9/2008	4709708	3/24/2015	Registered
Village Square (Block)	United States of America	Horseshoe	Specific	Horseshoe Tunica	75/366182	10/1/1997	2221012	1/26/1999	Registered
Where Entertainment Knows No Bounds	United States of America	Horseshoe	Specific	Horseshoe Hammond	77/521309	7/14/2008	3550200	12/23/2008	Registered
Get More Bang for your Buck Guaranteed!	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/028361	10/24/2006	3460107	7/8/2008	Registered
Tunica Roadhouse Casino & Hotel (Design)	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/802032	8/11/2009	3794897	5/25/2010	Registered
Tunica Roadhouse Casino & Hotel (Design)	United States of America	Tunica Roadhouse	Specific	Tunica Roadhouse	77/802035	8/11/2009	3797493	6/1/2010	Registered

<u>Domain Name</u>	<u>Brand</u>	<u>Reg. Date</u>	<u>Registry Expiry Date</u>
bluffsdogs.com	Bluffs Run	1997-12-30	2017-12-29
bluffsrun.com	Bluffs Run	1995-12-04	2017-12-03
stircove.com	Harrah's Council Bluffs	2005-05-05	2019-05-05
stircove.com	Harrah's Council Bluffs	2005-05-05	2019-05-05
stirliveandloud.com	Harrah's Council Bluffs	2010-03-24	2019-03-24
stirliveandloud.com	Harrah's Council Bluffs	2010-03-24	2019-03-24
stirnightclub.com	Harrah's Council Bluffs	2006-08-16	2019-08-16
stirnightclub.com	Harrah's Council Bluffs	2006-08-16	2019-08-16
magnoliahousebiloxi.com	Harrah's Gulf Coast	2014-04-01	2018-04-01
altitudetahoe.com	Harrah's Lake Tahoe	2003-05-06	2019-05-06
e-harveys.com	Harveys	2007-01-30	2018-01-30
experienceharveys.com	Harveys	2008-02-13	2018-02-13
experienceharveystahoe.com	Harveys	2008-02-13	2018-02-13
harveys.casino	Harveys	2015-05-26	2019-05-26
harveys.cn	Harveys	2003-03-16	2018-03-16
harveys.com	Harveys	1995-05-04	2019-05-05
meetingsatharveys.com	Harveys	2001-04-11	2019-04-11

<u>Domain Name</u>	<u>Brand</u>	<u>Reg. Date</u>	<u>Registry Expiry Date</u>
macauofchicago.com	Horseshoe	2014-07-20	2018-07-20
bluesvilletunica.com	Horseshoe Tunica	2007-02-22	2018-02-22
macauofchicago.com	Horseshoe Hammond	2014-07-20	2018-07-20
thevenuechicago.com	Horseshoe Hammond	2007-10-02	2019-10-02
thevenue-chicago.com	Horseshoe Hammond	2008-04-18	2019-04-18
thevenuechicagopride.com	Horseshoe Hammond	2008-06-19	2019-06-19
magnoliahousebiloxi.com	Harrah's Gulf Coast	2014-04-01	2018-04-01
laketahoenightlife.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25
laketahoenights.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25
laketahoenightscene.com	Harrah's Lake Tahoe	2004-10-25	2017-10-25
laketahoesbigchill.com	Harrah's Lake Tahoe	2005-05-31	2019-05-31
ltfoodandwine.com	Harrah's Lake Tahoe	2010-06-17	2019-06-17
ltsnowblast.com	Harrah's Lake Tahoe	2010-10-19	2017-10-19
tahoeparty.com	Harrah's Lake Tahoe	2005-09-07	2019-09-07
tahoestar.com	Harrah's Lake Tahoe	1999-01-15	2018-01-15
renonumbers.com	Harrah's Reno	2001-05-18	2019-05-18
renoweddingchapel.com	Harrah's Reno	2000-01-19	2018-01-19

<u>Domain Name</u>	<u>Brand</u>	<u>Reg. Date</u>	<u>Registry Expiry Date</u>
tahosummitsuites.com	Harrah’s Lake Tahoe	2008-03-13	2019-03-13
southshoreroom.com	Harrah’s Lake Tahoe	2008-01-29	2018-01-29
tunicanightclub.com	Horseshoe Tunica	2009-08-19	2019-08-19
ladowns.com	Louisiana Downs	1995-07-24	2019-07-23
louisianadown.com	Louisiana Downs	2003-01-28	2018-01-28

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**SCHEDULE A**

**LANDLORD ENTITIES**

Horseshoe Council Bluffs LLC  
Harrah's Council Bluffs LLC  
Harrah's Metropolis LLC  
Horseshoe Southern Indiana LLC  
New Horseshoe Hammond LLC  
Horseshoe Bossier City Prop LLC  
Harrah's Bossier City LLC  
New Harrah's North Kansas City LLC  
Grand Biloxi LLC  
Horseshoe Tunica LLC  
New Tunica Roadhouse LLC  
Caesars Atlantic City LLC  
Bally's Atlantic City LLC  
Harrah's Lake Tahoe LLC  
Harvey's Lake Tahoe LLC  
Harrah's Reno LLC  
Bluegrass Downs Property Owner LLC  
Vegas Development LLC  
Vegas Operating Property LLC  
Miscellaneous Land LLC  
Propco Gulfport LLC

Schedule A-1

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**SCHEDULE B**

**TENANT ENTITIES**

CEOC, LLC, successor in interest by merger to Caesars Entertainment Operating Company, Inc.  
Caesars Entertainment Operating Company, Inc.  
HBR Realty Company LLC  
Harveys Iowa Management Company LLC  
Southern Illinois Riverboat/Casino Cruises LLC  
Caesars Riverboat Casino, LLC  
Roman Holding Company of Indiana LLC  
Horseshoe Hammond, LLC  
Horseshoe Entertainment  
Harrah's Bossier City Investment Company, L.L.C.  
Harrah's North Kansas City LLC  
Grand Casinos of Biloxi, LLC  
Robinson Property Group LLC  
Tunica Roadhouse LLC  
Boardwalk Regency LLC  
Caesars New Jersey LLC  
Bally's Park Place LLC  
Harveys Tahoe Management Company LLC  
Players Bluegrass Downs LLC  
Hole in the Wall, LLC  
Casino Computer Programming, Inc.  
Harveys BR Management Company, Inc.

Schedule B-1

**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(JOLIET)**

**By and Among**

**Des Plaines Development Limited Partnership  
(together with its successors and permitted assigns)  
as “Tenant”**

**Joliet Manager, LLC  
(together with its successors and permitted assigns)  
as “Manager”**

**Caesars Entertainment Corporation  
(together with its successors and permitted assigns)  
as “Lease Guarantor”**

**Harrah’s Joliet LandCo LLC  
(together with its successors and permitted assigns)  
as “Landlord”**

**and, solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3,  
18.7.4, 18.7.5, 19.3, 20.2 and 20.16,**

**Caesars License Company, LLC  
(together with its successors and assigns)**

**and, solely for purposes of Section 20.16 and Article XXI,**

**Caesars Enterprise Services, LLC**

**Dated as of October 6, 2017**

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**MANAGEMENT AND LEASE SUPPORT AGREEMENT  
(JOLIET)**

This MANAGEMENT AND LEASE SUPPORT AGREEMENT (this “**Agreement**”) is dated as of October 6, 2017, and is made and entered into by and among Des Plaines Development Limited Partnership (together with its successors and permitted assigns, “**Tenant**”), Joliet Manager, LLC (together with its successors and permitted assigns, “**Manager**”), Caesars Entertainment Corporation, a Delaware corporation (together with its successors and permitted assigns, “**CEC**”, and sometimes alternatively referred to herein as “**Lease Guarantor**”), Harrah’s Joliet LandCo LLC (together with its successors and permitted assigns, “**Landlord**”), solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4, 18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16, Caesars License Company, LLC (together with its successors and assigns, “**CLC**”), and, solely for purposes of Section 20.16 and Article XXI, Caesars Enterprise Services, LLC (together with its successors and assigns, “**CES**”). Tenant, Manager, Lease Guarantor and Landlord are sometimes referred to collectively in this Agreement as the “**Parties**” and individually as a “**Party**”.

**RECITALS**

A. Pursuant to the terms of that certain Lease (Joliet) dated as of the date hereof among Tenant, as “Tenant” thereunder, and Landlord, as Landlord thereunder (such Lease, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Lease**”), Tenant will lease the Leased Property (as defined in the Lease) from Landlord.

B. Tenant intends to operate the Facility (as defined in the Lease) scheduled on Exhibit A attached hereto as a Gaming Facility in accordance with the Primary Intended Use (each as defined in the Lease) (such Facility, the “**Managed Facility**”).

C. Manager is a wholly owned indirect subsidiary of CEC with experience in operating Gaming, hotel, entertainment and related businesses.

D. Tenant desires to engage Manager to manage and operate the Managed Facility under and utilizing the Brands, and Manager desires to manage and operate the Managed Facility under and utilizing the Brands.

E. Lease Guarantor will guarantee to Landlord the payment and performance of eighty percent (80%) of all monetary obligations of Tenant under the Lease as more particularly described herein, on the terms and subject to the provisions, terms and conditions of this Agreement.

F. Immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC, a Delaware limited liability company.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals and covenants set forth in this Agreement, and in consideration of the entry by the Parties into the Lease/MLSA Related Agreements as more particularly described in Section 1.3 below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS AND EXHIBITS

1.1 Definitions. All capitalized terms used without definition in the body of this Agreement shall have the meanings assigned to such terms in Exhibit B attached hereto and by this reference incorporated herein.

1.2 Exhibits. The exhibits listed in the table of contents and attached hereto are incorporated in, and deemed to be an integral part of, this Agreement.

1.3 Structure of this Agreement; Integration; Consideration. Tenant, Manager, CEC and Landlord each acknowledge and agree that, as of the date hereof, certain operating efficiencies and value will be achieved as a result of Tenant's engagement of Manager and/or Manager's Affiliates to operate and manage the Managed Facility, the Other Managed Facilities and the Other Managed Resorts that would not be possible to achieve if unrelated managers were engaged to operate each of the Managed Facility, the Other Managed Facilities and the Other Managed Resorts. The Parties further acknowledge and agree that the Parties would not enter into this Agreement, the Lease or any of the other Lease/MLSA Related Agreements absent the understanding and agreement of the Parties that the entire ownership, operation, management, lease and Lease Guaranty relationship with respect to the Managed Facility, including the lease of the Managed Facility pursuant to the Lease, the use of the Managed Facilities IP and the use of the Total Rewards Program, together with the other related Intellectual Property arrangements contemplated hereunder and under the Omnibus Agreement and the Transition Services Agreement, all of the other covenants, obligations and agreements of the Parties hereunder and all of the covenants, obligations and agreements of each of the parties under each of the other Lease/MLSA Related Agreements, form part of a single integrated transaction. Accordingly, it is the express intention and agreement of the Parties that (a) each of the provisions of this Agreement, including (without limitation) the management and Lease Guaranty rights and obligations hereunder, form part of a single integrated agreement and shall not be or be deemed to be separate or severable agreements and (b) the Parties would not be entering into any of this Agreement, the Lease, or the other Lease/MLSA Related Agreements without, in each case, contemporaneously entering into each and every other one of such agreements, and, accordingly, in the event of any dispute or litigation, or any bankruptcy, insolvency, dissolution or any other proceedings in respect of any Party, such Party will not (and all other Parties will oppose any effort to) separate, sever, reject, assume or assign (or attempt to, or support any other entity in attempting to, separate, sever, reject, assume or assign) any one of such agreements without concurrently treating each and every of the other of such agreements together and in the same manner, so that all such agreements

are concurrently treated as one integrated agreement that is not separable or severable; *provided, however*, this Section 1.3 shall not limit the right of any Leasehold Lender to (x) make a Leasehold Foreclosure with MLSA Termination as expressly provided in Section 13.1.2 hereof or (y) enter into a New Lease and terminate this Agreement as expressly provided in Article XVII of the Lease, in each case under clause (x) or (y), subject to and in accordance with the terms of this Agreement and the Lease. Without limiting or vitiating any of the foregoing portion of this Section 1.3 (and, with respect to the Lease Guaranty, as more particularly provided in Section 17.3.5.6 hereof), each of the Parties acknowledges and agrees that, notwithstanding any attempt (by any Party or otherwise) to separate, sever, reject, assume or assign the obligations of any Party under any of the other Lease/MLSA Related Agreements, the obligations of all other Parties hereunder and thereunder (but, subject, in all events, to the provisions, terms and conditions of Article XIII and Article XXI hereof) shall continue unabated and in full force and effect. The Parties further acknowledge and agree that, notwithstanding that each of the provisions of this Agreement, the Lease and the other Lease/MLSA Related Agreements form part of a single integrated agreement, no Party shall have any obligation, or be deemed to have any obligation, to any other Party hereto (or otherwise be bound by any agreement to or with any other Party hereto), whether by virtue of its inclusion as a Party hereto, by implication or otherwise, except solely as and to the extent expressly provided in this Agreement, in the Lease or in the other Lease/MLSA Related Agreements.

## ARTICLE II

### APPOINTMENT/TERM

#### 2.1 Grant of Authority.

2.1.1 Engagement of Manager. On and subject to the terms and conditions of this Agreement, Tenant hereby engages Manager, and Manager hereby agrees to be engaged, as Tenant's agent and exclusive manager to Operate the Managed Facility during the Term. The Parties acknowledge that the scope of Manager's authority and duties to Operate the Managed Facility are limited to the authority and duties set forth in this Agreement. Tenant and Manager shall Operate the Managed Facility under one or more Brands; *provided* that (a) Tenant shall have the right, subject to the receipt of (i) any required approval from any Governmental Authority and (ii) Manager's consent (such consent not to be unreasonably withheld, conditioned or delayed), to change the Brand under which the Managed Facility is operated to any other brand, with the costs of such rebranding borne by Tenant, (b) Tenant shall give Landlord prior notice of any such Brand change, (c) the Managed Facility shall continue to be operated under all other Managed Facilities IP (subject to any Brand change and subject to any other approvals or consents required by this Section 2.1.1), and (d) any such Brand change shall be Non-Discriminatory, and shall not result in a change in the overall quality and level of service at the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, below that required pursuant to Section 2.1.4. Manager shall reasonably assist Tenant, at Tenant's expense, in connection with any such rebranding. If a Brand is replaced with another brand as permitted hereunder, the Parties shall reasonably cooperate to make such changes to this Agreement as are necessary to give effect to such new brand.

2.1.2 Manager's Standard of Care. Manager shall (a) execute its duties under this Agreement in its reasonable business judgment (the "**Manager's Standard of Care**"), and (b) act as the agent of Tenant in connection with the performance of Manager's duties as manager of the Managed Facility under this Agreement. Tenant agrees that Manager's duties as agent to Tenant are further subject to the terms and conditions of this Agreement (including Section 2.3) and the Operating Limitations. Except for Manager's indemnification obligations set forth in Article XII, Tenant agrees that, as between Tenant and Manager, Manager will have no liability for monetary damages or monetary relief to Tenant for any violation of Manager's Standard of Care or claims of breach of any fiduciary duties or duties as agent unless such violation or breach was due to an action or event giving rise to a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose).

2.1.3 Manager's System Policies. Tenant acknowledges that Manager and/or Manager's Affiliates operate other casino, racetrack, hotel, dining, retail, entertainment and other operations and that Manager or its Affiliates may derive benefits in addition to the fees and reimbursements paid hereunder, including in connection with marketing programs, the Total Rewards Program, Purchasing Programs, employment policies relating to the Managed Facility Personnel or other programmatic or policy activities that may be implemented from time to time at the discretion of CEC, Services Co or their Affiliates, and that extend through the majority of Gaming properties operated by Manager's Affiliates (collectively, the "**Manager's System Policies**"). Tenant agrees that Manager will not be in breach of its duties as agent hereunder if, solely as a result of Manager following the Manager's System Policies, certain aspects of the Manager's System Policies have the effect of providing greater benefit to properties owned or operated by Manager's Affiliates collectively or third parties than to the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, so long as the Manager's System Policies (i) are designed and executed in accordance with Manager's Standard of Care, (ii) are Non-Discriminatory to the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, in both design and implementation and (iii) are not otherwise violative of or inconsistent with any provision of this Agreement; *provided* that any revisions to the Manager's System Policies after the Commencement Date shall be implemented in a Non-Discriminatory manner; and *provided, further*, that Manager shall give Tenant and Landlord prior written notice of such revisions and no such revisions shall result in a change in the overall quality and/or the level of service at the Managed Facility below that required in Section 2.1.4(a) and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto. The foregoing shall not be deemed to excuse any breach by Manager of any of the express provisions of this Agreement.

2.1.4 General Grant of Authority – Managed Facility. On and subject to the terms of this Agreement, and to the extent delegable by Tenant under the Lease, Tenant hereby grants to Manager (and Manager hereby accepts) the right, authority and responsibility during the Term, and instructs Manager during the Term, to take all such

actions for and on behalf of Tenant and the Managed Facility that Manager reasonably deems necessary or advisable to Operate the Managed Facility: (a) at a standard and level of service and quality (and otherwise on terms and in a manner) for all of the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, that in all events is not lower than the standard and the level of service and quality for the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, as of the Commencement Date; (b) in accordance in all material respects with the policies and programs in effect as of the Commencement Date at the Managed Facility (with such revisions thereto from time to time as Manager may implement in a Non-Discriminatory manner; *provided* that Manager shall give Tenant prior written notice of such revisions and no such revisions shall result in a material change in the overall quality and/or level of service at the Managed Facility below that required in the preceding portion of this Section 2.1.4 and otherwise under this Agreement without Tenant's and Landlord's prior written consent thereto in their respective sole and absolute discretion); (c) utilizing the Managed Facilities IP and the Proprietary Information and Systems in accordance in all material respects with the standards, policies and programs generally applicable to the use and implementation of the Managed Facilities IP and the Proprietary Information and Systems and in accordance with the Omnibus Agreement; *provided* that the same are Non-Discriminatory with respect to the Managed Facility (the standards and objectives described in clauses (a) through (c) being referred to collectively as the "**Operating Standard**"); and (d) in a Non-Discriminatory manner, subject in each case to the Operating Limitations. Notwithstanding anything to the contrary in this Section 2.1, Section 5.2 or any other provision of this Agreement, for the avoidance of doubt, Manager is not a subtenant, assignee or designee of Tenant under the Lease, and is acting solely as manager of the Leased Property (pursuant to this Agreement), subject to the terms and provisions of the Lease. Accordingly, except as otherwise expressly provided herein, any rights or obligations of Tenant under the Lease that are delegated to Manager hereunder shall be limited to the Term of, and by the provisions, terms and conditions of, the Lease, and to the extent expressly set forth herein. Neither the exercise (directly or indirectly) by Manager of its rights and responsibilities hereunder nor any of the provisions, terms and conditions of this Agreement or any of the other Lease/MLSA Related Agreements shall serve, or be construed, to (x) grant to Manager a possessory or other real property interest in the Leased Property or any portion thereof or (y) limit or subrogate any or all of Tenant's rights, obligations and responsibilities vis-à-vis Landlord under the Lease. Without limiting the foregoing, notices under this Agreement sent by any other Party hereto to Manager (or by Manager to any other Party hereto) shall not be deemed received by (or sent by) Tenant, and vice versa, except to the extent Tenant expressly authorizes Manager to do so on its behalf, and in the case of notices to or from Landlord, so advises Landlord of such authorization (it being understood, for the avoidance of doubt, without limitation of Section 2.5 hereof, that notices or other communications sent by Landlord to Tenant pursuant to the Lease are not required to also be sent to Manager or (except to the extent provided in the last sentence of Section 16.1 of the Lease) to Lease Guarantor, in order to be effective thereunder).

2.1.5 Specific Actions Authorized by Tenant. Without limiting the generality of the authority granted to Manager in Section 2.1.4, but subject in each case to the provisions, terms and conditions of the Lease, the Annual Budget then in effect, the



Operating Limitations and the other provisions, terms and conditions set forth in this Agreement, including the Manager's Standard of Care, the Operating Standard, Applicable Law and the provisions, terms and conditions of Section 2.2, Tenant's general grant of authority under Section 2.1.4 and this Section 2.1.5 shall specifically include the right, authority and responsibility of Manager to take, on behalf of Tenant during the Term, the following actions in a Non-Discriminatory manner (either directly or, to the extent permitted under this Agreement, through a third party designated or subcontracted by Manager, which may be an Affiliate of Manager), and in a manner consistent with the corporate policy applicable to the Other Managed Facilities and Other Managed Resorts:

2.1.5.1 (a) hire, supervise, train and discharge all Managed Facility Personnel; and (b) establish all salary, fringe benefits and benefits plans for the Managed Facility Personnel;

2.1.5.2 establish and administer Bank Accounts for the operation of the Managed Facility in accordance with Section 5.4;

2.1.5.3 prepare and deliver to Tenant for Tenant's review and approval operating plans and budgets in accordance with Section 5.1;

2.1.5.4 plan, account for and supervise all repairs, capital replacements and improvements to the Managed Facility or any portion thereof in accordance with Sections 5.2.1 and 5.2.2;

2.1.5.5 establish and maintain for the Managed Facility accounting, internal controls and reporting systems that are adequate to provide Tenant, Manager and the Designated Accountant with sufficient information about the Managed Facility to permit the preparation of the financial statements and reports contemplated in Article X and which are in compliance in all material respects with all Applicable Laws;

2.1.5.6 negotiate, enter into and administer, in the name of Tenant, all subleases, service contracts, licenses and other contracts and agreements Manager deems necessary or advisable for the Operation of the Managed Facility, including contracts and licenses for: (a) health and life safety systems and security force and related security measures; (b) maintenance of all electrical, mechanical, plumbing, HVAC, elevator, boiler and other building systems; (c) electricity, gas and telecommunications (including television and internet service); (d) cleaning, laundry and dry cleaning services; (e) use of third party copyrighted materials (including games, filmed entertainment, music and videos); (f) entertainment; (g) Gaming machines and other Gaming equipment in the event applicable Gaming Regulations permit or require Tenant to own or lease and maintain such Gaming equipment and non-Gaming equipment; and (h) ownership and operation of Gaming servers;

2.1.5.7 to the extent delegable, negotiate, administer and perform (or cause to be performed) all obligations of Tenant, in the name of Tenant, under all subleases, licenses and concession agreements or other agreements for the right to use or occupy any public space at the Managed Facility, including any store, office, parking facility or lobby space thereunder;

2.1.5.8 supervise and purchase or lease or arrange for the purchase or lease of, all FF&E and Supplies that are necessary or advisable for the Operation of the Managed Facility in accordance with this Agreement;

2.1.5.9 be the primary interface for all interactions by Tenant with the Gaming Authorities in connection with the Managed Facility which shall include: (a) oversight of any amendments to any licenses or permits required to be held by Tenant by the applicable Gaming Authorities under any applicable Gaming Regulations; (b) coordination of all lobbying efforts with respect to the activities conducted or proposed to be conducted by Tenant in connection with the Managed Facility; and (c) preparation and implementation of all actions required with respect to any filing by Tenant with the applicable Gaming Authorities relating to the Managed Facility; *provided* that Manager shall (i) consult with and keep Tenant apprised of (x) the status of any annual or other periodic license renewals for the operation of Gaming activities at the Managed Facility with the Gaming Authorities and (y) the status of non-routine matters before the Gaming Authorities regarding the Managed Facility and (ii) promptly deliver to Tenant copies of any and all non-routine notices received (or sent) by Manager from (or to) any Gaming Authorities; *provided, further*, that any filings or Gaming License relating to Tenant and Tenant's Affiliates shall be the responsibility of Tenant;

2.1.5.10 apply for and process applications and filings for all Approvals in a manner and within the time periods that are required for the Managed Facility to be operated on a continuous and uninterrupted basis (other than Gaming Licenses relating to Tenant and Tenant's Affiliates). Manager shall act in a reasonably diligent manner to assure that all reports required by any Governmental Authority pertaining to the Managed Facility are properly filed on or prior to their due date. Tenant shall file all such other reports pertaining to Tenant. Manager shall prepare, maintain and provide to Tenant, at Tenant's request, a listing of all Approvals and reports required by any Governmental Authority and the term, duration or frequency of such Approvals and reports for the Managed Facility to be operated in a continuous and uninterrupted basis;

2.1.5.11 institute in its own name, or in the name of Tenant or the Managed Facility, using Approved Counsel, all legal actions or proceedings to, on behalf of Tenant: (a) collect charges, rent or other income derived from the Managed Facility's operations; (b) oust or dispossess guests, tenants or other Persons wrongfully in possession thereof; or (c) terminate any sublease, license or concession agreement for the breach thereof or default thereunder by the subtenant, licensee or concessionaire;

2.1.5.12 using Approved Counsel, defend and control any and all legal actions or proceedings arising from Claims against any Tenant Indemnified Party or any Manager Indemnified Party; *provided* that as soon as reasonably practical, Manager shall notify Tenant in writing of the commencement of any legal action or proceeding concerning the Managed Facility which could reasonably be anticipated to

involve an expense, liability or damage to Tenant that either is not fully covered by insurance or, whether or not covered by insurance, is in excess of Two Hundred Fifty Thousand Dollars (\$250,000); *provided, further, however*, that, unless insurance policies dictate otherwise, that (a) Tenant may appoint counsel, defend and control any and all legal actions or proceedings pertaining to real property related claims not involving the Operation of the Managed Facility (such as zoning disputes, structural defects and title disputes); (b) in determining what portion, if any, of the cost of any legal actions or proceedings described in clause (a) above is to be allocated to the Managed Facility, such allocation shall be made in a Non-Discriminatory manner, and due consideration shall be given to the potential impact of such legal action or proceeding on the Managed Facility as compared with the potential impact on Manager or its Affiliates, the Other Managed Facilities or the Other Managed Resorts; and (c) if Tenant is also a named party in such legal actions or proceedings, Tenant shall have the right to appoint separate counsel to prosecute and defend its interests, such appointment being at Tenant's sole cost and expense (it being understood, without limiting Section 2.5, that nothing in this Section 2.1.5.12 shall be deemed to limit Landlord's rights in respect of any legal actions or proceedings affecting the real property or otherwise impacting any of Landlord's interests);

2.1.5.13 using Approved Counsel, take actions to challenge, protest, appeal or litigate to final decision in any appropriate court or forum any Applicable Laws affecting the Managed Facility or any alleged non-compliance with, or violation of, any Applicable Law (with the cost of such challenge, protest, appeal or litigation being treated in the same manner as the cost of compliance with the Applicable Law in question would be treated under Section 5.1.5.4);

2.1.5.14 in Consultation with Tenant, establish and implement all policies and procedures of credit to patrons of the Managed Facility;

2.1.5.15 collect and account for and remit to Governmental Authorities all applicable excise, sales, occupancy and use Taxes and all other Taxes, assessments, duties, levies and charges imposed by any Governmental Authority and collectible by the Managed Facility directly from patrons or guests (including those Taxes based on the sales price of any goods, services, or displays, gross receipts or admission) or imposed by Applicable Laws on the Managed Facility or the Operation thereof;

2.1.5.16 subject to Applicable Law and in Consultation with Tenant, establish the types of Gaming activities to be offered at the Managed Facility, including the matrix of owned, leased, progressive and electronic games and Gaming systems and, in Consultation with Tenant, establish all policies and procedures for Gaming at the Managed Facility;

2.1.5.17 supervise, direct and control all non-Gaming activities to be conducted at the Managed Facility, including all hospitality, retail, food and beverage and other related activities;

2.1.5.18 establish and implement policies and procedures regarding, and assign Managed Facility Personnel to resolve, disputes with patrons of the Managed Facility;

2.1.5.19 establish rates for all areas within the Managed Facility, including all: (a) charges for food and beverage; (b) charges for recreational and other guest amenities at the Managed Facility; (c) subject to Applicable Law, policies with respect to discounted and complimentary food and beverage and other services at the Managed Facility; (d) billing policies (including entering into agreements with credit card organizations); (e) price and rate schedules; and (f) rents, fees and charges for all subleases, concessions or other rights to use or occupy any space in the Managed Facility;

2.1.5.20 supervise, direct and control the collection of income of any nature payable to Tenant from the Operation of the Managed Facility and issue receipts with respect to, and use commercially reasonable efforts to collect all charges, rent and other amounts due from guests, lessees and concessionaires of the Managed Facility, and use those funds, as well as funds from other sources as may be available to the Managed Facility, in accordance with this Agreement;

2.1.5.21 in Consultation with Tenant, determine the number of hours per week and the days per week that the Managed Facility shall be open for business, taking into account Applicable Laws, the season of the year and other relevant and customary factors, including the requirements under the Lease;

2.1.5.22 in Consultation with Tenant, select all entertainment and promotions events to be staged at the Managed Facility;

2.1.5.23 cooperate in all reasonable respects with Tenant, Landlord, Landlord's Lender, any prospective purchaser or prospective lender of Landlord or any of Landlord's interest in the Leased Property and any prospective purchaser, lessee, Leasehold Lender or other prospective lender in connection with any proposed sale, lease or financing of or relating to Tenant's interest in the Leased Property and/or, to the extent Tenant is required under the Lease to so cooperate, relating to Landlord's interest in the Leased Property, including answering questions of Tenant, Landlord, or such other Persons, providing copies of budgets, financial statements and projections, preparing schedules and providing copies of subleases, concessions, Supplies, FF&E, employees and other similar matters, and taking other actions as are reasonably requested and which would be customary to aid in such a sale or financing transaction, in all cases as may reasonably be requested by Tenant, Landlord or such other Persons; *provided that* (a) if cooperation by Manager pursuant to this Section 2.1.5.23 involves the disclosure of Manager Confidential Information, Manager shall only be required to release such Manager Confidential Information (i) to Landlord, to the extent Tenant is required to provide such information pursuant to the Lease, and subject to the confidentiality provisions set forth in the Lease and (ii) to a Leasehold Lender or Landlord's Lender or any prospective purchaser or prospective Landlord's Lender, and only to the extent that such Leasehold Lender, Landlord's Lender,

prospective purchaser or prospective Landlord's Lender (as applicable) has a "need to know" such Manager Confidential Information in connection with any Leasehold Financing, Landlord Financing, prospective Landlord Financing or prospective purchase, subject to customary protections against disclosure or misuse of such information and to compliance with Article VIII; and (b) Tenant shall reimburse Manager for any Out-of-Pocket Expenses incurred by Manager in connection with such cooperation to the extent such expense is not otherwise paid or reimbursed under this Agreement;

2.1.5.24 take all actions necessary (except to the extent not within Manager's reasonable ability to do so) to comply: (a) in all material respects with Applicable Laws or the requirements to maintain all Approvals (including Gaming Licenses) necessary for the operation of the Managed Facility (*provided* that Manager shall not be a guarantor of the Managed Facility's compliance with such Applicable Laws or such requirements); (b) with the requirements of the Lease (including compliance with the requirements of any Landlord Financing to the extent required by the Lease), the terms of which Tenant shall provide to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or requirements of any Landlord Financing); (c) with the requirements of any other lease that is specifically identified by Tenant to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such lease); (d) with the requirements of any Leasehold Mortgage or other Leasehold Financing Documents provided to Manager (*provided* that Manager shall not be a guarantor of Tenant's compliance with any such Leasehold Financing Documents); and (e) with the terms of all insurance policies applicable to the Managed Facility and provided to Manager;

2.1.5.25 as directed by Tenant and at Tenant's expense, take actions to discharge any lien, encumbrance or charge against the Managed Facility or any component of the Managed Facility;

2.1.5.26 supervise and maintain books of account and records relating to or reflecting the results of operation of the Managed Facility;

2.1.5.27 keep the Managed Facility and the FF&E in good operating order, repair and condition, consistent with the Operating Standard;

2.1.5.28 take such actions as Manager determines to be necessary or advisable to perform all duties and obligations required to be performed by Manager under this Agreement or as are customary and usual in the operation of the Managed Facility, in each case subject to the Operating Limitations, but, in all events, in accordance with the Operating Standard and the Manager's Standard of Care;

2.1.5.29 implement and comply with all relevant Non-Discriminatory standards, policies and programs in effect relating to the Brands and/or the Total Rewards Program;

2.1.5.30 with respect to the Guest Data, the Property Specific Guest Data, the Managed Facilities IP and the Total Rewards Program, establish and

comply with such contracts and privacy policies, and implement and comply with such data security policies and security controls, for databases and systems storing and/or utilizing such Guest Data, Property Specific Guest Data, Managed Facilities IP and/or Total Rewards Program, as Manager reasonably determines are appropriate to protect such information, and all in a Non-Discriminatory manner;

2.1.5.31 establish policies and procedures relating to problem Gaming, underage drinking, compliance with the Americans with Disabilities Act, diversity and inclusion and a whistleblower hotline which shall, in each case, comply in all material respects with Applicable Laws;

2.1.5.32 establish, in Consultation with Tenant, rates for the usage of all guest rooms and suites, including all (a) room rates for individuals and groups; (b) charges for room service, food and beverage; (c) charges for recreational and other hotel guest amenities at the Managed Facility; (d) policies with respect to Complimentaries; (e) billing policies (including entering into agreements with credit card organizations); and (f) price and rate schedules; and

2.1.5.33 take any action necessary or ancillary to the responsibilities and authorities set forth above in this Section 2.1.5, it being acknowledged and agreed that the foregoing is not intended to be an exhaustive list of Manager's responsibilities or authorities.

## 2.2 Limitations on Manager Authority.

Notwithstanding the grant of authority given to Manager in Section 2.1, and without limiting any of the other circumstances under which Landlord's or Tenant's approval is specifically required under this Agreement, subject in all events to the Lease, in the event that, at the applicable time, (a) Manager is not a wholly owned subsidiary of CEC and (b) Tenant is not a Controlled Subsidiary of CEC, then at such time Manager shall not take any of the following actions without Tenant's prior written approval:

2.2.1 Settle any claim (a) regardless of the amount, admitting intentional misconduct or fraud or (b) arising out of the Operation of the Managed Facility which involves an amount in excess of \$5,000,000 that is not fully covered (other than deductible amounts) by insurance or as to which the insurance denies coverage or "reserves rights" as to coverage; *provided* that the dollar amount specified in this Section 2.2.1 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.2 Execute, amend, modify, provide a written waiver of rights under or terminate (a) the Lease, (b) any ground lease with respect to the Leased Property, or (c) any contract, lease, equipment lease or other agreement (or a series of contracts, leases, equipment leases or other agreements relating to the same or similar property, equipment, goods or services, as applicable, in each case with the same or a related party) that (i)(x) is for a term of greater than three (3) years and (y) requires payment by

Manager or Tenant in excess of \$5,000,000 in the aggregate for the term or (ii) requires aggregate annual payments by Manager or Tenant in excess of \$5,000,000, other than contracts, leases or other agreements which are specifically identified in the Annual Budget; *provided* that the dollar amount specified in this Section 2.2.2 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.3 Except as permitted by Section 5.5.3, borrow any money or incur indebtedness or issue any guaranty in respect of borrowed money, or issue any indemnity or surety obligation outside of the ordinary course of business, in the name and on behalf of Tenant;

2.2.4 Grant or create any lien or security interest on the Managed Facility or any part thereof or interest therein; *provided* that the foregoing shall not be deemed to restrict Manager from incurring trade payables, ordinary course advances for travel, entertainment or relocation or granting credit or refunds to patrons for goods and services incurred in the ordinary course of business in the Operation of the Managed Facility in accordance with this Agreement and Applicable Laws;

2.2.5 Sell or otherwise dispose of the Managed Facility or any part thereof or interest therein, including FF&E and Managed Facilities IP, except for the sale of inventory and the disposal of obsolete or worn out or damaged items, each in the ordinary course of business or as contemplated in the Annual Budget or Capital Budget;

2.2.6 Commence any ROI Capital Improvements, except as directed by Tenant or as included in the Capital Budget, or commence any Building Capital Improvements, except in each case if required by the Lease or if required by the Operating Standard as determined hereunder;

2.2.7 Hire or replace individuals for the positions of Senior Executive Personnel;

2.2.8 Submit, settle, adjust or otherwise resolve any casualty insurance claim related to the Managed Facility involving losses or casualties in excess of \$5,000,000; *provided* that the amount specified in this Section 2.2.8 shall be increased on January 1 of every third Operating Year by the percentage increase in the Index since January 1 of the first Operating Year or the date of the prior increase, as applicable;

2.2.9 Confess any judgment, make any assignment for the benefit of creditors, admit an inability to pay debts as they become due in the ordinary course of business, file a voluntary bankruptcy or consent to any involuntary bankruptcy of any Party with respect to the Managed Facility or Tenant;

2.2.10 Initiate or settle any real or personal property tax appeals or claims involving property of Tenant, unless directed by Tenant in writing;

2.2.11 Acquire any land or interest in land in the name of Tenant;

2.2.12 Consent to any Condemnation or Taking relating to the Managed Facility;

2.2.13 File with any Governmental Authority any federal or state income tax return applicable to Tenant; or

2.2.14 Execute, amend, modify, provide written waiver of rights under or terminate any collective bargaining, recognition, neutrality or other material labor agreements solely involving the Managed Facility Personnel; *provided* that with respect to the execution, amendment, modification, waiver of rights under or termination of any collective bargaining, recognition, neutrality or other material labor agreements which involve both Managed Facility Personnel and other employees providing services at properties that are owned by or managed by Manager's Affiliates, the consent of Tenant shall be required, which consent shall not be unreasonably withheld, conditioned or delayed.

### 2.3 Other Operations of Manager and Tenant.

2.3.1 Without limiting Manager's obligation under Section 2.1.2, Tenant acknowledges that: (a) Tenant has selected Manager to Operate the Managed Facility on behalf of Tenant in substantial part because of the other hotels, casinos, entertainment venues, dining establishments, spas and retail locations that are owned or operated by Manager and/or its Affiliates; (b) Tenant has determined, on an overall basis, that the benefits of operation as part of the Total Rewards Program are substantial, notwithstanding that the properties operating under the Brands and Managed Facilities IP may not all benefit equally from operation under the Brands and Managed Facilities IP; and (c) in certain respects all hotels, casinos, entertainment venues, dining establishments, spas and retail locations compete on a national, regional and local basis with other hotels and casinos and facilities, and that conflicts and competition may, from time to time, arise between the Managed Facility, on the one hand, and Other Managed Facilities or Other Managed Resorts, on the other hand; *provided, however*, that nothing in this Section 2.3 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager agrees to at all times manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.

2.3.2 Tenant and Manager each acknowledges and agrees that (i) Manager and its Affiliates own and operate many casino, hotel and other properties across the United States and internationally, some of which may be in competition with the Managed Facility and (ii) neither Manager nor any Affiliate of Manager shall have any obligation to promote the value and profitability of the Managed Facility at the expense of such other properties; *provided, however*, that nothing in this Section 2.3.2 shall, or shall be deemed to, limit, vitiate or supersede Manager's obligations and requirements under this Agreement, and in all events, Manager shall at all times manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care. Without



limiting the preceding proviso in any manner, subject to the Omnibus Agreement, the Services Co LLC Agreement (including, without limitation, Section 7.8 thereof), Applicable Law and the Operating Limitations, Manager and its Affiliates shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Guest Data during the Term for its own account and for use at Manager's and its Affiliates' other owned and/or operated properties, and (subject to Section 7.2.2.3) retain and use such Guest Data for such purposes after expiration or termination of the Term; *provided* that the right of ownership and use of Property Specific Guest Data shall be governed by Section 7.2.2.2, (b) engage in commercially reasonable cross-marketing and cross-promotional activities with Manager's and its Affiliates' other owned and/or operated properties, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.2 shall survive the expiration or termination of this Agreement.

2.3.3 Manager acknowledges and agrees that Tenant and its Affiliates may acquire, develop, operate and manage properties and other facilities in other locations, some of which may be in competition with the Managed Facility. Subject to Applicable Law, and without limitation of any other rights Tenant has to use Property Specific Guest Data or other Guest Data, Tenant shall be permitted, in a Non-Discriminatory manner, to: (a) utilize the Property Specific Guest Data during the Term for its own account and for use at its other properties, and (subject to Section 7.2.2.3) retain and use such Property Specific Guest Data after expiration or termination of the Term, (b) engage in cross-marketing and cross-promotional activities with Tenant's other properties in a manner that may be competitive to the Managed Facility or Manager's and its Affiliates' other owned and/or operated facilities or operations, and (c) otherwise participate or engage in competing projects, programs and activities. This Section 2.3.3 shall survive the expiration or termination of this Agreement.

## 2.4 Term.

2.4.1 Term. The initial term (the "**Initial Term**") of this Agreement (the Initial Term, together with any Renewal Term, the "**Term**") shall commence on the date the Lease Initial Term under the Lease commences in accordance with its terms and shall expire on the date the Lease Initial Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. The Initial Term of this Agreement shall automatically extend (any such extension, a "**Renewal Term**") upon the commencement of any Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Any Renewal Term of this Agreement shall automatically further extend upon the commencement of any additional Lease Renewal Term under the Lease and shall expire on the date such Lease Renewal Term expires under the Lease, unless terminated earlier in accordance with the express terms of Section 16.2 of this Agreement. Upon the commencement of any Renewal Term, unless otherwise agreed by each of Manager, Tenant, Landlord and Lease Guarantor expressly in writing, this Agreement, and all terms, covenants and conditions set forth herein, shall be automatically extended to the expiration or earlier termination of such Renewal Term in accordance with the express terms of Section 16.2 of this Agreement.

2.4.2 No Other Early Termination. This Agreement may only be terminated prior to the expiration of the Term as provided in Article XVI. Notwithstanding any Applicable Law to the contrary, including principles of agency, fiduciary duties or operation of law, neither Tenant, Lease Guarantor, Landlord nor Manager shall be permitted to terminate this Agreement except in accordance with the express provisions of Article XVI of this Agreement.

2.4.3 Effect of Termination. Notwithstanding the expiration or termination of this Agreement pursuant to this Section 2.4 or otherwise, the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall not terminate or be released or reduced in any respect, except solely if and to the extent set forth in Section 17.3.5.

2.5 Lease. Manager acknowledges (x) receipt of a copy of the Lease and (y) that Manager has reviewed and is familiar with all of the provisions, terms and conditions thereof. The Parties agree that, to the extent any action or inaction of Manager authorized or permitted under this Agreement, including pursuant to Sections 2.1.5 and/or Section 2.2 hereof, would, if taken (or not taken, as applicable) by or on behalf of Tenant, violate or otherwise be prohibited by the Lease in any respect, the Lease shall govern and control, and, without limitation (subject to the final proviso of the penultimate sentence of this Section 2.5), Manager, in acting for or on behalf of Tenant, shall comply with the provisions, terms and conditions of the Lease applicable to such action or limitation. Without limiting the preceding sentence, the Parties each acknowledge and agree that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and, as between Tenant and Landlord, in the event of any inconsistency between the obligations of Tenant thereunder, on the one hand, and the provisions, terms and conditions of this Agreement, on the other hand, the Lease shall govern and control; *provided* that (subject to the final sentence of this Section 2.5) nothing in this Section 2.5 shall be construed to impose any liability on, or obligations of, Manager to Landlord. Notwithstanding the foregoing or anything otherwise contained in this Agreement, Manager agrees that it shall not take any action or omit to take any action on behalf of itself or on behalf of Tenant that (or was intended to) frustrate, vitiate or negate the provisions, terms and conditions of, or Tenant or Landlord's performance of, the Lease.

### ARTICLE III

#### FEES AND EXPENSES

3.1 Centralized Services Charges. Centralized Services Charges will be paid by Tenant in accordance with Section 4.1.1.

3.2 Reimbursable Expenses. Tenant shall reimburse Manager for all Reimbursable Expenses incurred by Manager during the Term. The Reimbursable Expenses (a) may be withdrawn by Manager from the Operating Account to pay such Reimbursable Expenses when such amounts become due or (b) shall be due monthly in arrears for the immediately preceding month within fifteen (15) days of delivery to

Tenant of the Monthly Reports for such month. If funds in the Bank Accounts are insufficient to pay such Reimbursable Expenses or if such withdrawal is otherwise restricted within the sixty (60) day period after such Reimbursable Expenses are due, such Reimbursable Expenses shall accrue interest in accordance with Section 3.3 and shall be withdrawn by Manager from the Operating Account as soon as funds are sufficient therefor. Any disputes regarding the Reimbursable Expenses shall be referred to the Expert for Expert Resolution pursuant to Article XVIII.

3.3 Interest. If any amount due by Tenant to Manager or its Affiliates or designees or by Manager to Tenant, in each case under this Agreement, is not paid within sixty (60) days after such payment is due, such amount shall bear interest from and after the respective due dates thereof until the date on which the amount is received in the bank account designated by the Party to which such amount is owed at an annual rate of interest equal to the lesser of (a) the prevailing lending rate of such Party's principal bank for working capital loans to such Party plus three percent (3%) and (b) the highest rate permitted by Applicable Law.

3.4 Payment of Fees and Expenses.

3.4.1 No Offset. All payments by Tenant or by Manager under this Agreement and all related agreements between Tenant, Manager or their respective Affiliates shall be made pursuant to independent covenants, and neither Tenant nor Manager shall set off any claim for damages or money due from either such Party or any of its Affiliates to the other, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement.

3.4.2 Place and Means of Payment. All fees and other amounts due to Manager or its Affiliates under this Agreement, including, without limitation Reimbursable Expenses, shall be paid to Manager in U.S. Dollars, in immediately available funds. Manager may pay such fees and other amounts owed to Manager or its Affiliates consistent with this Agreement and the Annual Budget directly from the Operating Account. In addition, Manager may require that any such payments to Manager hereunder be effected through electronic debit/credit transfer of funds programs specified by Manager from time to time, and Tenant agrees to execute such documents (including independent transfer authorizations), pay such fees and costs and do such things as Manager reasonably deems necessary to effect such transfers of funds.

3.5 Application of Payments. All payments by Tenant, or by Manager on behalf of Tenant, pursuant to this Agreement and all related agreements between Tenant and Manager shall be applied in the manner provided in this Agreement.

3.6 Sales and Use Taxes. Tenant shall pay to Manager an amount equal to any sales, use, commercial activity tax, gross receipts, value added, excise or similar taxes assessed against Manager by any Governmental Authority that are calculated on Reimbursable Expenses required to be paid by Tenant under this Agreement, other than income, gross receipts, franchise or similar taxes assessed against Manager on Manager's income. Tenant and Manager agree to cooperate in good faith to minimize the taxes

assessed against Manager, Tenant and the Managed Facility, including taxes assessed against Tenant in connection with paying Reimbursable Expenses directly to the applicable third-party vendor, so long as such actions are commercially reasonable and could not reasonably be expected to, and do not, result in an adverse impact in any material respect on Manager, Tenant or the Managed Facility. In the event of any dispute regarding appropriate actions to be taken to minimize taxes assessed against Manager, Tenant and the Managed Facility, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII.

## ARTICLE IV

### CENTRALIZED SERVICES

#### 4.1 Centralized Services.

4.1.1 Acknowledgement. The Parties acknowledge and agree that pursuant to the Omnibus Agreement and the Services Co LLC Agreement, Tenant and its Affiliates are entitled to and receive certain centralized managerial, administrative, supervisory and support services and products that are also generally provided to the Other Managed Facilities and Other Managed Resorts (collectively, the “**Centralized Services**”), including (without limitation): (a) services and products in the areas of marketing, risk management, information technology, legal, internal audit, accounting and accounts payable; (b) the Proprietary Information and Systems; and (c) the Total Rewards Program. The Centralized Services are provided by Services Co or an Affiliate thereof or, for some Centralized Services, by third parties (the “**Third-Party Centralized Services**”). The Parties acknowledge and agree that Tenant shall pay all amounts properly charged in a Non-Discriminatory manner to the Managed Facility for the Managed Facility’s use of the Centralized Services (the “**Centralized Services Charges**”) in accordance with and pursuant to the terms of the Omnibus Agreement and the Services Co LLC Agreement, and shall comply with all Non-Discriminatory terms and requirements of such Centralized Services applicable to Tenant and the Managed Facility. In addition, Tenant shall pay all Non-Discriminatory costs for the installation and maintenance of any equipment and Technology Systems at the Managed Facility used by the Managed Facility in connection with the Centralized Services. Manager shall not be responsible for the provision of any Centralized Services to the Managed Facility or for the payment of any Centralized Services Charges or other expenses related to the provision of such Centralized Services.

4.1.2 Right to Pay for Centralized Services. Manager shall have the right (but not the obligation) to pay (directly or through an Affiliate) (a) a reasonable, Non-Discriminatory allocation of any amounts due to a third-party for any Third-Party Centralized Services provided by such third-party to the Managed Facility, (b) any Non-Discriminatory Centralized Services Charges on behalf of Tenant that Tenant fails to pay in accordance with the Omnibus Agreement and the Services Co LLC Agreement and (c) other Non-Discriminatory expenses related to the provision of Centralized Services used by the Managed Facility, in which case, notwithstanding anything to the contrary in this Agreement, such amounts shall be deemed to be Reimbursable Expenses for all purposes under this Agreement.

OPERATION OF THE MANAGED FACILITY

5.1 Annual Budget.

5.1.1 Proposed Annual Budget. On or before December 15 of each Operating Year, Manager shall prepare and deliver to Tenant, for its review and approval, a proposed operating plan and budget for the next Operating Year. All operating plans and budgets proposed by Manager shall be prepared in good faith in accordance with budgeting and planning procedures typically employed by CEC and shall be developed and implemented in accordance with the Manager's Standard of Care and the Operating Standard. Each operating plan and budget shall include monthly and annualized projections of each of the following items, as applicable, for the Managed Facility:

5.1.1.1 results of operations, together with the following supporting data: (a) total labor costs, including both fixed and variable labor and (b) the Reimbursable Expenses;

5.1.1.2 a description of proposed Routine Capital Improvements, Building Capital Improvements and ROI Capital Improvements to be made during such Operating Year, including capitalized lease expenses, an itemization of the costs of such capital improvements (including a contingency line item) and proposed monthly funding for such costs, and project schedules to commence and complete such capital improvements (the "**Capital Budget**");

5.1.1.3 a statement of cash flow, including a schedule of any anticipated cash shortfalls or requirements for funding by Tenant;

5.1.1.4 a schedule of rent required under the Lease;

5.1.1.5 a schedule of debt service payments and reserves required under any Leasehold Financing Documents;

5.1.1.6 a marketing plan and budget for the activities to be undertaken by Manager pursuant to Article IX, including promotional activities and Promotional Allowances for the Managed Facility;

5.1.1.7 a schedule of projected Centralized Services Charges provided by Tenant to Manager pursuant to the budgeting procedures contemplated by the Services Co LLC Agreement and the Omnibus Agreement; and

5.1.1.8 any other information or projections reasonably requested by Tenant to be included in the operating plan and budget from time to time.

5.1.2 Approval of Annual Budget. Tenant shall review the proposed operating plan and budget and shall provide Manager with its written approval of or any objections to such proposed operating plan and budget in writing, in reasonable detail, within forty-five (45) days after receipt of the proposed operating plan and budget from Manager; *provided* that any line items in the proposed operating plan and budget shall not be adopted and implemented by Manager until Tenant shall have approved or be deemed to have approved such operating plan and budget and/or any items therein in dispute shall have been determined pursuant to Section 5.1.3. Tenant shall be deemed to have approved that portion of any proposed operating plan and budget to which Tenant has not approved in writing or objected to in writing within such forty-five (45) day period. If Tenant objects to any portion of the proposed operating plan and budget to which it is entitled to object within such forty-five (45) day period, Tenant and Manager shall meet within twenty (20) days after Manager's receipt of Tenant's objections and discuss such objections, and then Manager shall submit written revisions to the proposed operating plan and budget after such discussion. Tenant and Manager shall use good faith efforts to reach an agreement on the operating plan and budget prior to January 1 of each Operating Year. The proposed operating plan and budget, as modified to reflect the revisions, if any, agreed to by Tenant and Manager pursuant to Section 5.1.3, shall become the "Annual Budget" for the next Operating Year. Tenant shall act reasonably and exercise prudent business judgment in approving of, or objecting to, all or any portion of any proposed operating plan and budget.

5.1.3 Resolution of Disputes for Annual Budget. If Tenant and Manager, despite their good faith efforts, are unable to reach final agreement on the proposed operating plan prior to January 1 of each Operating Year, or otherwise have a dispute regarding the Annual Budget as contemplated by this Section 5.1, those portions of such proposed operating plan that are not in dispute shall become effective on January 1 of such Operating Year and, pending Tenant's and Manager's resolution of such dispute, the prior year's Annual Budget shall govern the items in dispute, except that the budgeted expenses provided for such item(s) in the prior year's Annual Budget (or, if earlier, the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved) shall be increased by the percentage increase in the Index from January 1 of the prior Operating Year (or, if applicable, each additional Operating Year between the prior Operating Year and the Operating Year in which there became effective the last Annual Budget in which the budgeted expenses for such disputed item(s) were approved). Upon the resolution of any such dispute by agreement of Tenant and Manager, such resolution shall control as to such item(s). For purposes of clarity, all disputes regarding the Annual Budget shall be resolved (if at all) between Tenant and Manager directly and no such dispute shall subject to Expert Resolution through the procedures described in Article XVIII unless Tenant and Manager (each acting in its sole discretion) agree in writing at the time any such dispute arises to mutually submit the subject dispute to Expert Resolution under Article XVIII.

5.1.4 Operation in Accordance with Annual Budget. Manager shall use its commercially reasonable efforts to operate the Managed Facility in accordance with the Annual Budget for the applicable Operating Year (subject, in the case of disputed items, to the provisions of Section 5.1.3). Nevertheless, Tenant and Manager

acknowledge that preparation of the Annual Budgets is inherently inexact and that Manager may vary from any Annual Budget (a) to the extent Manager reasonably determines that such variance is required by any Leasehold Financing Document and/or the Lease, (b) in connection with the matters set forth in Section 5.1.5, or (c) by reallocating up to ten percent (10%) of any line item in such Annual Budget to any other line item without Tenant's prior approval. Other than as set forth in the preceding sentence, Manager shall not incur costs or expenses or make expenditures that would cause the total expenditures for the Operation of the Managed Facility to exceed the aggregate amount of expenditures provided in the Annual Budget by more than five percent (5%) without Tenant's prior approval. Tenant acknowledges that the actual financial performance of the Managed Facility during any Operating Year will likely vary from the projections contained in the Annual Budget for such Operating Year, and Manager shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Annual Budget or consistency of actual results with the operating plan.

5.1.5 Exceptions to Annual Budget. Notwithstanding Section 5.1.4, Tenant acknowledges and agrees as follows:

5.1.5.1 The amount of certain expenses provided for in the Annual Budget for any Operating Year will vary based on the occupancy, use and demand for goods and services provided at the Managed Facility and, accordingly, to the extent that occupancy, use and demand for such goods and services for any Operating Year exceeds the occupancy, use and demand projected in the Annual Budget for such Operating Year, such Annual Budget shall be deemed to include corresponding increases in such variable expenses; *provided* that the percentage increase in the variable expense over budget shall not exceed the percentage increase in corresponding revenue over projections. To the extent that occupancy, use and demand for goods and services provided at the Managed Facility for any Operating Year is less than the occupancy, use and demand projected in the Annual Budget for such Operating Year, Manager will make commercially reasonable adjustments to the Operation of the Managed Facility in an effort to reduce such variable expenses;

5.1.5.2 The amount of certain expenses provided for in the Annual Budget for any Operating Year are not within the ability of Manager to control, including real estate and personal property taxes, applicable Gaming taxes, insurance premiums, utility rates, license and permit fees and certain charges provided for in contracts and leases entered into pursuant to this Agreement, and accordingly, Manager shall have the right to pay from the Operating Account the actual amount of such uncontrollable expenses without reference to the amounts provided for with respect thereto in the Annual Budget for such Operating Year (*provided* that Manager shall promptly provide Tenant with a reasonably detailed written explanation of all variances in excess of five percent (5%) between the budgeted and actual amounts of any such uncontrollable expenses);

5.1.5.3 If any expenditures are required on an emergency basis to (a) preserve or repair the Managed Facility or other property or (b) avoid potential

injury to persons or material damage to the Managed Facility or other property, Manager shall have the right to make such expenditures, whether or not provided for, or within the amounts provided for, in the Annual Budget for the Operating Year in question, to the extent reasonably required to avoid or mitigate such injury or material damage; and

5.1.5.4 If any expenditures are required to comply with, or cure or prevent any violation of, any Applicable Law or the terms of the Lease, Manager shall, following written notice to Tenant (except in the case of emergency, in which case the provisions of Section 5.1.5.3 shall govern) have the right to make such expenditures, whether or not provided for or within the amounts provided for in the Annual Budget for the Operating Year in question, as may be necessary to comply with, or cure or prevent the violation of, such Applicable Law or the terms of the Lease.

5.1.6 Modification to Annual Budget. Manager shall have the right from time to time during each Operating Year to propose modifications to the Annual Budget then in effect based on actual operations during the elapsed portion of the applicable Operating Year and Manager's reasonable business judgment as to what will transpire during the remainder of such Operating Year. Modifications to such Annual Budget, if any, shall be subject to Tenant's prior written approval; *provided* that in no event shall Tenant have the right to withhold its approval to any material modifications on account of changes to costs of insurance premiums, operating supplies and equipment, charges provided for in contracts and leases entered into pursuant to this Agreement or other amounts that are not within Manager's or its Affiliates' ability to control (e.g., taxes, assessments, utilities, license or permit fees, inspection fees and any impositions imposed by any Governmental Authority).

5.1.7 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that (i) nothing in this Section 5.1 is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease and (ii) subject to the foregoing clause (i) and compliance with any requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Section 5.1 with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## 5.2 Maintenance and Repair; Capital Improvements.

5.2.1 Required Maintenance and Repair and Capital Improvements. Except as otherwise provided in this Section 5.2, Manager, at Tenant's expense, shall perform or cause to be performed all ordinary maintenance and repairs and all such Routine Capital Improvements and Building Capital Improvements: (a) as are necessary or advisable to keep the Managed Facility in good working order and condition and in compliance with the Operating Standard (subject to the Annual Budget and Section 5.1.4)



and Operating Limitations; and (b) without limiting the preceding clause (a), as Manager reasonably determines are necessary or advisable to comply with, and cure or prevent the violation of, any Applicable Laws or the provisions, terms and conditions of the Lease. Manager, at Tenant's expense, shall perform or cause to be performed all such Routine Capital Improvements and Building Capital Improvements as are provided in the Annual Budget or otherwise approved in writing by Tenant.

5.2.2 Discretionary Capital Improvements. Manager, at Tenant's expense, shall cause to be performed all ROI Capital Improvements approved by Tenant (in the Annual Budget or otherwise in writing in advance), and shall supervise such work and ensure that the performance of such work is undertaken in a manner reasonably calculated to avoid or minimize interference with the Operation of the Managed Facility. Except as provided in the applicable Annual Budget or proposed by Manager and approved by Tenant, Tenant shall notify Manager of any ROI Capital Improvements proposed to be undertaken by Tenant and Manager may, within thirty (30) days after receipt of such notice, object to the undertaking of such ROI Capital Improvements based on Manager's reasonable determination that such ROI Capital Improvements will not be consistent with the Operating Standard (including, for the avoidance of doubt, that such ROI Capital Improvements would constitute a breach of the terms of the Lease) or will unreasonably interfere with the Operation of the Managed Facility, including that such ROI Capital Improvements would unreasonably interfere with the Managed Facility's operating performance and the ability of Manager to Operate the Managed Facility in accordance with the Operating Standard (including the requirements of the Lease). Within fifteen (15) days after receipt of any notice from Manager alleging an objection with respect to any ROI Capital Improvement proposed by Tenant, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager within thirty (30) days after Tenant's response, the determination of whether such capital improvement does not, or when constructed will not, be consistent with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facility shall be submitted to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that such capital improvement does not, or when constructed will not, comply with the Operating Standard (including the requirements of the Lease) or will unreasonably interfere with the Operation of the Managed Facility, Tenant shall promptly take such actions as the Expert shall require to bring such capital improvement into compliance with the Operating Standard (including the requirements of the Lease) or to cause such capital improvement to not unreasonably interfere with the Operation of the Managed Facility. For the avoidance of doubt and without limiting Section 2.5 in any manner, the Parties acknowledge that any determination made by an Expert under this Agreement shall be subject to Section 18.2.3 and, without limitation, to the extent Landlord believes any non-compliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

5.2.3 Remediation of Design or Construction Defect. If the design or construction of the Managed Facility is defective, and the defective condition presents a risk of injury to persons or damage to the Managed Facility or other property, or results in non-compliance with Applicable Law or the terms of the Lease, then Manager shall

have the authority (subject to the terms of the Lease) to, at Tenant's expense, perform all work necessary to remedy such design or construction defect in the Managed Facility. Tenant acknowledges that such work shall be performed at Tenant's expense and that Manager shall not use funds in the Operating Account in remedying such defects.

5.2.4 Compliance with Lease. Without limiting Section 2.5 in any manner, the Parties agree that nothing in this Section 5.2 is intended, nor shall it be construed, to grant to Manager more authority over maintenance, repair and improvements of the Leased Property or any portion thereof than Tenant has under the Lease, or to require Manager to take actions in respect of the Leased Property or any portion thereof beyond Tenant's authority with respect thereto, it being understood that nothing contained in this Agreement is intended to, or shall be construed to, limit, vitiate or supersede any of the provisions, terms and conditions of the Lease.

### 5.3 Personnel.

5.3.1 Manager Control. Manager shall manage and have sole and exclusive control of all aspects of the Managed Facility's human resources functions as set forth in this Section 5.3.

5.3.2 Employment of Managed Facility Personnel. All Managed Facility Personnel shall be employees of Tenant or a subsidiary of Tenant, and Tenant shall bear all Managed Facility Personnel Costs. Managed Facility Personnel Costs shall be Operating Expenses. Tenant shall have no right to supervise, discharge or direct any Managed Facility Personnel, except as otherwise set forth herein, and covenants and agrees not to attempt to so supervise, direct or discharge.

5.3.3 Senior Executive Personnel. Subject to Tenant's approval rights in Section 2.2.7, Manager shall, on Tenant's behalf, recruit, screen, appoint, hire, pay (from the Operating Account), train, supervise, instruct and direct the Senior Executive Personnel, and they, or other Managed Facility Personnel to whom they may delegate such authority, shall, on Tenant's behalf: (a) recruit, screen, appoint, hire, train, supervise, instruct and direct all other Managed Facility Personnel necessary or advisable for the Operation of the Managed Facility; and (b) discipline, transfer, relocate, replace, terminate and discharge any Managed Facility Personnel.

5.3.4 Terms of Employment. Subject to Tenant's approval rights under Section 2.2.7, all terms and conditions of employment, personnel policies and practices relating to the Managed Facility Personnel shall be established, maintained and implemented by Manager in compliance with all Applicable Laws, on Tenant's behalf, including, but not limited to, Applicable Laws relating to the terms and conditions of employment, recruiting, screening, appointment, hiring, compensation, bonuses, severance, pension plans and other employee benefits, training, supervision, instruction, direction, discipline, transfer, relocation, replacement, termination and discharge of Managed Facility Personnel. Manager shall process the payroll and benefits for Managed Facility Personnel.

5.3.5 Corporate Personnel. All Corporate Personnel who travel to the Managed Facility to perform technical assistance, participate in special projects or provide other services shall be permitted to reasonably utilize the services provided at the Managed Facility (including food and beverage consumption), without charge to Manager or such Corporate Personnel, in accordance with the Manager's System Policies.

#### 5.4 Bank Accounts.

5.4.1 Administration of Bank Accounts. Manager shall establish and administer the bank accounts listed in this Section 5.4 (the "**Bank Accounts**") on Tenant's behalf at a bank or banks selected by Tenant and reasonably approved by Manager. All Bank Accounts shall (a) be established by Manager (or a designee of Manager), as agent for Tenant, in the name of CEOC (or a subsidiary of CEOC), (b) be owned by CEOC (or such subsidiary of CEOC) and (c) use the taxpayer identification number of CEOC (or such subsidiary of CEOC). The Bank Accounts shall be interest-bearing accounts if such accounts are reasonably available. The Bank Accounts may include:

5.4.1.1 one or more accounts for the purposes of depositing all funds received in the Operation of the Managed Facility and paying all Operating Expenses (collectively, the "**Operating Account**");

5.4.1.2 one or more accounts into which amounts sufficient to cover all Managed Facility Personnel Costs shall be deposited from time to time by Manager (by transfer of funds from the Operating Account);

5.4.1.3 a separate account for the purpose of depositing funds sufficient to pay all amounts due to Manager under this Agreement (by transfer of funds from the Operating Account) (the "**Management Account**"); and

5.4.1.4 such other accounts as Manager with Tenant's prior approval (or Tenant with Manager's approval (not to be unreasonably withheld)) deems necessary or desirable.

Notwithstanding anything to the contrary herein, the Operating Account may hold other funds, including CEOC funds attributable to the Managed Facility, Other Managed Facilities and Other Managed Resorts; *provided* that Manager shall promptly reimburse Tenant for any direct loss to Tenant resulting from Manager's commingling of Tenant's funds in the Operating Account with funds of any Person that is not a Tenant or any use of Tenant's funds in the Operating Account in violation of this Agreement resulting from such comingling, other than at the direction or with the consent of Tenant.

All funds in the Bank Accounts shall be held in express trust for the benefit of CEOC and its subsidiaries and the funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC shall be disbursed on the terms and subject to the conditions of this Agreement, and Manager shall not commingle the funds associated with the Managed Facility with those of any other Person or property (other than CEOC and

subsidiaries of CEOC and their respective property). All funds of Tenant generated with respect to the Managed Facility shall be held, at all times, in the Bank Accounts until such funds are paid in accordance with this Agreement and Manager shall not hold any such funds in any other manner. Notwithstanding anything herein to the contrary Manager shall comply with the escrow and reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or under any Landlord Financing Documents, to the extent compliance therewith by Tenant is required under the Lease; *provided* that Manager shall not be a guarantor of Tenant's compliance with the Lease or of any Landlord Financing.

5.4.2 Authorized Signatories; Bank Account Information.

5.4.2.1 Manager's designees may be authorized to draw funds from the Bank Accounts and make deposits into the Bank Accounts during the Term; *provided, however*, that if any Manager Event of Default has occurred, or if Manager is in breach of Section 5.4.4, (i) Tenant shall be authorized to draw, disburse and retain funds as Manager would be so entitled under Section 5.4.4 (and such funds may only be used in accordance with Section 5.4.4) and (ii) if any Manager Event of Default has occurred, Manager shall cease having any further rights to draw on such Bank Accounts and a signature (electronic or otherwise) from Tenant shall be required for Manager to draw funds from the Bank Accounts. Manager shall establish reasonable controls to ensure accurate reporting of all transactions involving the Bank Accounts and as Manager, consistent with commercially reasonable business procedures and practices which are consistent with the size and nature of the operations at the Managed Facility, reasonably deems necessary or advisable. For the avoidance of doubt, Tenant shall have the right to open, own and operate any other bank accounts (excluding the Bank Accounts) and with respect to such other bank accounts, Tenant shall have full authority to deposit, draw, disburse and retain funds and otherwise operate such bank accounts in its discretion without regard to this Section 5.4.

5.4.2.2 Manager shall (a) provide Tenant copies of bank statements with respect to the Bank Accounts, and (b) provide Tenant (1) weekly cash balance summaries with respect to each Bank Account and (2) such other information regarding the Bank Accounts as reasonably requested by Tenant from time to time.

5.4.3 Permitted Investments; Liability for Loss in Bank Accounts. Manager shall not invest funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC in the Bank Accounts, except as may be permitted under the Leasehold Financing Documents and as approved by Tenant. Tenant shall bear all losses suffered in any investment of funds into any such Bank Account, and Manager shall have no liability or responsibility for such losses, except to the extent due to a Manager Event of Default.

5.4.4 Disbursement of Funds to Tenant. All revenues from the operation of the Managed Facility shall be deposited promptly by Manager in the Operating Account. Manager may, from time to time, draw or transfer funds from the Operating Account to pay Operating Expenses that are then due and payable or to

reimburse CEC or any of its subsidiaries for Operating Expenses that have been paid by them. On or about the twenty fifth (25<sup>th</sup>) day of each calendar month (unless Tenant and Manager agree on different timing for such monthly disbursements), Manager shall disburse to Tenant, or as directed by Tenant, any funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC remaining in the Operating Account at the end of the immediately preceding month after payment, contribution or retention, as applicable, of the following, without duplication: (a) all amounts due and payable under the Lease as of the date of disbursement; (b) all Operating Expenses then due but which have not yet been paid as of the date of disbursement; (c) the amount of debt service accruals and payments due to Leasehold Lenders as of the date of disbursement (as provided in the most recently updated Monthly Debt Service Schedule); and (d) retention by Manager of an amount sufficient to cover (i) a reasonable reserve (as approved by Tenant in the Annual Budget or otherwise in writing in advance), (ii) any other amounts necessary to cure or prevent any violation of any Applicable Law or the Lease in accordance with this Agreement, and (iii) such other amounts as may be agreed to by Manager and Tenant from time to time. In the event Tenant disputes any decision by Manager to reserve and not disburse to Tenant funds pursuant to this Section 5.4.4, such dispute may be submitted by either Tenant or Manager for Expert Resolution in accordance with Article XVIII. Notwithstanding anything contained in this Section 5.4.4 or in any other part of this Agreement to the contrary and, for the avoidance of doubt, nothing contained herein shall be construed as subordinating or deferring any obligations of Tenant under the Lease to any Operating Expenses or any other claims.

5.4.5 Transfers Between Bank Accounts. Subject to compliance with any cash management, escrow, reserve and other requirements imposed by any Landlord's Lender in connection with any Landlord Financing and/or any Landlord Financing Documents (to the extent compliance therewith by Tenant is required under the Lease), Manager has the authority to transfer funds from and between the Bank Accounts in order to pay (or reimburse CEC or its subsidiaries for) Operating Expenses, to pay debt service with respect to the Managed Facility, to invest funds for the benefit of the Managed Facility (to the extent permitted under this Agreement), to pay the rent and other amounts required under the Lease and for any other purpose consistent with the Annual Budget and good business practices; *provided* that, if any of the circumstances contemplated by the proviso in the first sentence of Section 5.4.2 has occurred and is continuing, Manager shall not transfer funds allocable to the Managed Facility from the Management Account without the co-signature (electronic or otherwise) of a representative of Tenant (and Tenant shall not unreasonably withhold, condition or delay such co-signature).

5.4.6 Monthly Debt Service Schedule. Whenever Tenant incurs indebtedness with respect to the Managed Facility, Tenant shall provide Manager with a schedule of all principal and interest payments due with respect thereto and the method for calculating interest with respect to such indebtedness (as the same may be updated, the "**Monthly Debt Service Schedule**").

## 5.5 Funds for Operation of the Managed Facility.

5.5.1 Initial Working Capital. As of the Commencement Date, Tenant shall ensure that the available funds in the Operating Account (which may be attributable to the Managed Facility, Other Managed Facilities and/or other resorts that are owned by CEOC or its subsidiaries) include at least Two Hundred Ninety-One Million, Five Hundred Twenty-Five Thousand Dollars (\$291,525,000) of cash.

5.5.2 Additional Funds. If Manager reasonably determines at any time during the Term that: (a) the available funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC in the Operating Account are insufficient to allow for the uninterrupted and efficient Operation of the Managed Facility in accordance with this Agreement (including the Operating Standard) and the Lease, subject to the Operating Limitations, based on a ninety (90) day forward looking reference period as of such time; (b) the available funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC in the Operating Account are insufficient for the timely payment of amounts in any given month to be paid under Section 5.4.4; or (c) the available funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC in the Operating Account are insufficient for (i) Building Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant or (ii) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant, Manager shall notify Tenant of the existence and amount of the shortfall (a “**Funds Request**”) and shall provide a reasonably detailed explanation (including any relevant documentation related thereto) of the cause of such shortfall. Tenant shall be obligated to deposit into the Operating Account the amount requested by Manager in the Funds Request within fifteen (15) days after delivery of the Funds Request.

5.5.3 Failure to Provide Funds. If Tenant fails to deposit all or any portion of any amount requested in a Funds Request, Manager shall have the right (but not the obligation) to use or pledge Manager’s credit in paying, on Tenant’s behalf, (a) ordinary and customary Operating Expenses to the extent incurred in accordance with this Agreement, (b) Building Capital Improvements and Routine Capital Improvements to the extent incurred in accordance with this Agreement and the Lease and (c) ROI Capital Improvements then contemplated in the Annual Budget or the Lease or otherwise approved by Tenant, in which case Tenant shall pay for such goods or services when such payment is due. In addition, if Tenant fails to pay for such goods or services when such payment is due, then Manager shall have the right (but not the obligation) to pay for such goods or services, in which case Tenant shall reimburse Manager immediately upon demand by Manager (and Manager shall be entitled to reimburse itself from any available funds from the Operation of the Managed Facility, including the Operating Account) for all such amounts advanced by Manager, together with interest thereon in accordance with Section 3.4. For the avoidance of doubt, neither Manager nor Tenant shall have the right or power to pledge Landlord’s credit or property under any circumstances.

5.6 Purchasing. Manager and its Affiliates shall make or cause to be made available to the Managed Facility, on a Non-Discriminatory basis, licensing or

purchasing programs available to each of the Other Managed Facilities and each of the Other Managed Resorts (whether on a national, regional, mandatory, optional or other basis) (each, a “**Purchasing Program**”). Manager may elect, in its discretion, but subject to the terms of this Section 5.6, the Lease, Applicable Law and the Annual Budget, to license any games or purchase or lease any FF&E and Supplies for the Operation of the Managed Facility from a Purchasing Program maintained by or for the benefit of Manager and/or its Affiliates; *provided* that (i) Manager shall ensure the prices and terms of the games, FF&E and Supplies to be licensed or purchased for the benefit of the Managed Facility under such Purchasing Program (including with such modifications as provided below) are reasonably comparable to the prices and terms which would be charged by reputable and qualified unrelated third parties on an arm’s length basis for similar games, FF&E and Supplies sold, leased or licensed to similar companies in the Gaming and hospitality industry, and may be grouped in reasonable categories rather than being compared item by item, and (ii) if multiple Purchasing Programs are available, Manager shall elect the applicable Purchasing Program it utilizes on a Non-Discriminatory basis. Manager and its Affiliates shall pass through any discounts, rebates or similar incentives received in connection with a Purchasing Program to the Managed Facility on a Non-Discriminatory basis. Tenant acknowledges and agrees that Manager and its Affiliates shall have the right; *provided* that the same is implemented on a Non-Discriminatory basis, to (a) modify the fees, costs or terms of any such Purchasing Program, including adding games, FF&E and Supplies to, and, subject to Applicable Law, deleting games, FF&E and Supplies from, such Purchasing Program; (b) terminate all or any portion of any such Purchasing Program, from time to time, upon sixty (60) days’ notice to Tenant; (c) subject to the obligation to pass through any such amounts as set forth in the immediately preceding sentence, receive commercially reasonable payments, fees, commissions or reimbursements from suppliers and third parties in respect of such purchases, leases or licenses; and (d) own or have investments in such suppliers.

5.7 Managed Facility Parking. Subject to the terms of the Lease, Tenant shall use commercially reasonable efforts to cause to be available as part of the Managed Facility (whether by expanding the Leased Property under the Lease (with Landlord’s approval to the extent required under the Lease), or otherwise obtaining use of other areas) parking sufficient for the Operation of the Managed Facility (it being acknowledged and agreed by Manager and Tenant that, as of the Commencement Date, the parking facilities available to the Managed Facility are sufficient for the Operation of the Managed Facility). If parking for the Managed Facility is not Operated as a part of the Managed Facility, Manager shall have the right to approve the arrangements for such operation, including the identity of any third-party parking manager.

5.8 Use of Affiliates by Manager. In performing its obligations under this Agreement, Manager from time to time may use the services of one (1) or more of its Affiliates as permitted under this Agreement, so long as neither Tenant nor Landlord is prejudiced thereby. If an Affiliate of Manager performs services Manager is required to provide under this Agreement, such Affiliate and its employees must hold such licenses or qualifications as may be required by the Gaming Authorities in connection with the performance of such services, and Manager shall be ultimately responsible hereunder for

its Affiliate's performance. Tenant shall bear no cost or expense for the Affiliate's services, other than as expressly set forth in Section 4.1.1 for Centralized Services Charges, Section 3.2 for Reimbursable Expenses, Section 5.6 for participation in Purchasing Programs, Section 5.11 for an Amenities Manager and Section 12.1.1 for the Insurance Program. Subject to any confidentiality or similar obligations in favor of third parties (for the avoidance of doubt, exclusive of Manager's Affiliates) and *provided* that the same are applied in a Non-Discriminatory manner to all Persons with whom Manager transacts similar business, Manager shall make available to Tenant such information as reasonably requested by Tenant to compare the cost or expense charged by the Affiliate with charges of an unaffiliated third party.

#### 5.9 Limitation on Manager's Obligations.

5.9.1 General Limitations. Except as otherwise expressly provided in this Agreement, all costs and expenses of Operating the Managed Facility shall be payable out of funds from the Operation of the Managed Facility, or which are otherwise provided by Tenant (or otherwise borne by Services Co in accordance with the Services Co LLC Agreement and the Omnibus Agreement). In no event shall Manager be obligated to pledge or use its own credit or advance any of its own funds to pay any such costs or expenses for the Managed Facility. Accordingly, notwithstanding anything to the contrary in this Agreement, Manager shall be relieved from its obligations to Operate the Managed Facility in compliance with the Operating Standard and in accordance with this Agreement whenever and to the extent that Manager is prevented or restricted in any way from doing so by reason of: (a) the occurrence of a Force Majeure Event; (b) the Operating Limitations; (c) Tenant's breach of any material term of this Agreement at a time (x) following (i) the occurrence of a Leasehold Foreclosure with MLSA Assumption or (ii) the execution of a New Lease pursuant to Section 17.1(f) of the Lease and (y) when Tenant and Manager are not each an Affiliate of Lease Guarantor (a period when the circumstances described in the preceding clause (x) and clause (y) both exist is referred to herein as a "**Section 5.9.1(c) Period**"); (d) any limitation or restriction expressly set forth in this Agreement on Manager's authority or ability to expend funds in respect of the Managed Facility; or (e) the lack of availability of sufficient funds generated by the Managed Facility to Operate the Managed Facility during a Section 5.9.1(c) Period, except to the extent caused by a Manager Event of Default (disregarding any applicable notice and/or cure periods for such purpose); *provided* that nothing in this Section 5.9.1 shall be deemed to relieve Manager of its obligation hereunder to Operate the Managed Facility in a Non-Discriminatory manner regardless of the availability to Manager of sufficient funds to Operate the Managed Facility (it being understood, however, for the avoidance of doubt, that Manager shall not be required to expend its own funds to Operate the Managed Facility).

5.9.2 Pre-Existing Conditions and External Events. If any environmental, construction, personnel, real property-related or other problems arise at the Managed Facility during the Term that: (a) relate to the Operation or condition of the Managed Facility, or activities undertaken at the Managed Facility or on the Leased Property, prior to the Term; (b) are caused by or arise from the actions of Landlord, Landlord's Affiliates, Tenant or Tenant's subsidiaries, or (c) are caused by or arise from



sources not within the control of Manager and/or its Affiliates (including a Force Majeure Event), Manager's services under this Agreement shall not extend to management of any remediation, abatement or other correction of such problems, and Tenant (or Landlord, as applicable, if and to the extent so required pursuant to the Lease) shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement and correction of such problems (in each case, in accordance with the Lease and all Applicable Law), and shall take such actions in a timely manner with as little disturbance or interruption of the use and Operation of the Managed Facility as reasonably practicable. Notwithstanding the foregoing, in the event such problems exist: (i) Manager will cooperate reasonably with Landlord and/or Tenant, as applicable, in connection with such remediation, abatement and correction efforts; and (ii) if there is a reasonable likelihood that such problems would cause criminal or civil liability to Manager, Tenant, or Landlord, injury to persons using the Managed Facility or damage to the Managed Facility, Tenant shall promptly remedy such problems and if Tenant fails to do so, Manager shall have the right to take all reasonably necessary steps to comply with any Applicable Law and/or the terms of the Lease, or to avoid criminal or civil liability to Manager, Tenant, or Landlord, or injury to Persons or property; *provided* that Manager shall give Landlord and Tenant reasonable prior written notice thereof.

5.10 Third-Party Operated Areas. Manager shall, in Consultation with Tenant, identify particular portions of the Managed Facility, such as restaurants, bars, entertainment venues, spas, retail locations or such portion of the Managed Facility identified and agreed between Tenant and Manager ("**Third-Party Operated Areas**"), that shall be operated by third parties (the "**Third-Party Managers**") under a sublease, operating agreement, franchise agreement or similar agreement arranged by Manager and in the name of Tenant. Manager shall have the right, in Consultation with Tenant, to manage the process of selecting any Third-Party Managers. Any sublease, operating agreement, franchise agreement or similar agreement entered into with a Third-Party Manager shall (i) (a) be consistent with the terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facility) and be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease; (b) require the Third-Party Managers to operate the Third-Party Operated Areas in accordance with the Lease, the Operating Standard and all other provisions, terms and conditions of this Agreement, subject to the Operating Limitations, and (c) require the Third-Party Managers and their employees and contractors, as applicable, to hold such license or qualification as may be required by the Gaming Authorities or Applicable Law and (ii) shall otherwise be subject to Tenant's prior review and approval.

5.11 Amenities. Manager shall have the right to propose to have an Affiliate of Manager (the "**Amenities Manager**") operate one or more of the Third-Party Operated Areas. The arrangement with any Amenities Manager for the operation of any restaurants, bars, entertainment venues, spas, retail locations or other amenity as a part of the Managed Facility shall be documented pursuant to a sublease or management agreement prepared by Manager and approved by Tenant which shall provide that the restaurant, bars, entertainment venue, spa, retail location or other amenity, as applicable, shall be (a) designed and constructed in all material respects in accordance with the Operating Standard, Design Guidance and any other standards reasonably required by

Tenant and the Amenities Manager, and (b) operated in accordance with the Operating Standard and all other terms of this Agreement (including that the same shall be Non-Discriminatory to the Managed Facility), in each case subject to the Operating Limitations, and in accordance with, and subject to, Applicable Law. Any such arrangement shall be subject to and entered into in compliance with all applicable provisions, terms and conditions of the Lease.

5.12 Modification of Operation of the Managed Facility. Notwithstanding the provisions of Article IV and Article V of this Agreement or anything else to the contrary herein, the Parties acknowledge and agree that, subject to the consent of Landlord (but only to the extent such consent is required pursuant to the Lease), and subject to compliance with any applicable requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may agree in their reasonable discretion to modify, in a Non-Discriminatory manner, any such provisions of Article IV and Article V (except for Section 5.4.4, Section 5.9 and this Section 5.12) from time to time (provided that any such modification shall not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement) solely to reflect the operational requirements of the Managed Facility and the Centralized Services as they exist from time to time and to otherwise, in a Non-Discriminatory manner, more efficiently operate and manage the Managed Facility in accordance with the provisions, terms and conditions of this Agreement and perform the Parties' obligations hereunder; provided, however, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## ARTICLE VI

### APPROVALS

6.1 Gaming Licenses. The Parties agree that this Agreement and all other agreements contemplated herein shall be executed only after receipt of all required approvals and authorizations, if any, by all applicable Gaming Authorities. Tenant, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to make effective this Agreement as and if required by Applicable Law and permit Tenant to make the payments required to be made to Manager under this Agreement and all related agreements; *provided* that Manager, at Manager's expense, during the Term shall maintain such license(s) or qualification(s) applicable to Manager as may be required by applicable Gaming Authorities. Manager shall have the right, at its expense, to participate in all phases of the approval or authorization process. The Parties shall cooperate in all such undertakings or dealings with Gaming Authorities, and Tenant shall provide reasonable notice to Manager (and, if Landlord is requested to attend, to Landlord) prior to all meetings with any Gaming Authority for such purpose. Each of Manager and Tenant covenants and agrees to use its best efforts to obtain and maintain all Approvals (other than such license(s) or qualification(s) applicable to the other Party) required to approve Manager to Operate the Managed Facility and this Agreement.

## PROPRIETARY RIGHTS

7.1 Managed Facilities IP.

7.1.1 Subject to, and solely in accordance with, the terms, conditions and provisions set forth in this Agreement, Caesars IP Holder and Tenant hereby grant to Manager (and Manager hereby accepts) a non-exclusive, royalty-free, fully-paid up, worldwide right and license to use, modify, distribute, copy/reproduce, publish, create derivative works of, and otherwise commercialize or exploit, the Managed Facilities IP as necessary to Operate, promote and market the Managed Facility in accordance with the terms of this Agreement throughout the Term of this Agreement and during the Transition Period.

7.1.2 Any and all uses of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) by Manager shall be subject to the prior written consent of Caesars IP Holder or Tenant, or any of their respective designees, as applicable, such consent to be provided or withheld in Caesars IP Holder's, Tenant's or such designee's sole discretion; *provided, however*, that Caesars IP Holder and Tenant acknowledge and agree that (i) with respect to any uses consistent with the uses of the Trademarks as were in effect on or prior to the Commencement Date, or (ii) to the extent such uses by Manager are otherwise consistent with those uses of the Trademarks included in the Licensed IP (as defined in the Omnibus Agreement) that are permitted pursuant to the terms of the Omnibus Agreement, such uses (collectively, the "**Permitted Uses**") are in each case hereby deemed approved; *provided, further*, that consent required under this Section 7.1.2 shall be provided in a Non-Discriminatory manner. Caesars IP Holder, Tenant, or any of their respective designees, as applicable, shall have the sole and exclusive right to determine the form and manner of presentation of the applicable Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) in connection with the Operation of the Managed Facility, including all uses of such Trademarks in marketing, sales, advertising and promotional materials of the Managed Facility, any goods or services relating to the Managed Facility and any signage for the Managed Facility (subject, in each case, to the deemed approval of any Permitted Uses); *provided* that such determination shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.1.3 All rights not expressly granted hereunder are reserved by Caesars IP Holder or Tenant, as applicable. Notwithstanding that Manager shall use the Managed Facilities IP in connection with the Operation of the Managed Facility, Manager acknowledges that, as between Caesars IP Holder or Tenant, on the one hand, and Manager, on the other hand, this use of the Managed Facilities IP shall not create in Manager's favor any proprietary right, title, or interest in or to any of the Managed Facilities IP, and all rights of ownership and control of the Managed Facilities IP shall (subject to Section 7.2.2.3) reside solely with Caesars IP Holder or Tenant, as applicable. If and to the extent Manager acquires any proprietary right, title or interest in or to any of the Managed Facilities IP, Manager hereby irrevocably assigns all such right, title and interest therein to Caesars IP Holder or Tenant, as applicable.

7.1.4 Manager acknowledges and agrees that the right to use the Managed Facilities IP in connection with the Operation, promotion and marketing of the Managed Facility (a) excludes any right granted to Manager to apply to register or register any Trademarks, copyrights or domain names, in each case included in or that would be reasonably likely to cause confusion with any Trademark, copyright, or domain name included in the Managed Facilities IP, or seek any patents which cover any proprietary element of the Managed Facilities IP; (b) excludes any right of Manager to sublicense or subcontract or permit other Persons to use the Managed Facilities IP (including the production of branded products) without the prior written consent of Caesars IP Holder or Tenant or any of their respective designees, as applicable, subject, in each case, to the deemed approval for any Permitted Uses as set forth in Section 7.1.2, (c) excludes any right to initiate or control any cease and desist letters, litigations, arbitrations and other disputes, actions or proceedings with respect to actual or alleged third-party infringements, misappropriations or other violations of the Managed Facilities IP or claims concerning the Managed Facilities IP, including the right to settle disputes in connection therewith, and (d) does not permit Manager to acquire, or represent in any manner that Manager has acquired, in any manner any ownership rights in the Managed Facilities IP or any Trademarks that are confusingly similar to the Trademarks included in the Managed Facilities IP, including any Trademarks that comprise any Brands.

7.1.5 Manager acknowledges and agrees that all uses by Manager of the Trademarks included in the Managed Facilities IP (including any Trademarks that comprise any Brands) and the goodwill created therein shall inure solely to the benefit of Caesars IP Holder or Tenant, as applicable. Manager will execute all documents reasonably requested by Caesars IP Holder or Tenant to evidence Caesars IP Holder's or Tenant's ownership rights in the Managed Facilities IP, as applicable, and Caesars IP Holder and/or Tenant, as applicable, will execute all documents reasonably requested by or on behalf of Manager to evidence Manager's right to use the Managed Facilities IP as set forth in this Agreement. Manager shall not, directly or indirectly, contest or aid others in contesting Caesars IP Holder's or Tenant's respective ownership of the Managed Facilities IP, or the validity, enforceability or registrability of the Managed Facilities IP. Manager shall not, and shall cause its Affiliates not to, do anything which impairs Caesars IP Holder's or Tenant's ownership, or the validity, of their respective Managed Facilities IP. Each of Caesars IP Holder and Tenant shall not, directly or indirectly, contest or aid others in contesting, Manager's right to use the Managed Facilities IP as set forth in this Agreement.

7.1.6 Manager shall promptly notify Caesars IP Holder and Tenant in writing of (a) any alleged infringement, misappropriation or other violation of the Managed Facilities IP by another Person's actions, products or services, and (b) any other Claim concerning the Managed Facilities IP.

7.1.7 Manager shall promptly notify Landlord in writing of any action filed with any Governmental Authority against Manager, or to Manager's knowledge,

against Caesars IP Holder or Tenant, alleging infringement, misappropriation, or other violation of any alleged material Intellectual Property right of any third party relating to or arising out of the use or registration of any material Managed Facilities IP over which Landlord has been granted a lien pursuant to the Lease or otherwise.

7.1.8 Manager acknowledges and agrees that any unauthorized use of the Managed Facilities IP by Manager may result in irreparable harm to Caesars IP Holder or Tenant, as applicable, for which remedies other than injunctive relief may be inadequate, and that Caesars IP Holder or Tenant, as applicable, may be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies.

7.2 Proprietary Information and Systems; Guest Data and Property Specific Guest Data.

7.2.1 Proprietary Information and Systems. Tenant acknowledges that, pursuant to the Omnibus Agreement, Services Co makes available to Manager the Proprietary Information and Systems, and that the use by Manager and ownership of such Proprietary Information and Systems shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event, in a Non-Discriminatory manner.

7.2.2 Guest Data and Property Specific Guest Data.

7.2.2.1 Tenant acknowledges that, pursuant to the Omnibus Agreement, Manager is granted a license to Guest Data, and that the use by Manager and ownership of such Guest Data shall be governed by the Omnibus Agreement; *provided* that such use by Manager shall be made in accordance with the Operating Standard, and in any event in a Non-Discriminatory manner.

7.2.2.2 Manager recognizes the right of ownership of Tenant and its Affiliates to all Property Specific Guest Data. Tenant agrees that throughout the Term, Manager or Manager's designees may host and retain Property Specific Guest Data, which may be collected and stored in systems implemented and managed by or on behalf of Manager or its Affiliates, including all Property Specific Guest Data gathered by or on behalf of Manager or its Affiliates in connection with any casino player loyalty program card or successor player or guest rewards program. Tenant or one of its Affiliates shall own (jointly with Manager pursuant to Section 7.2.2.3) and be entitled to use any and all of the Property Specific Guest Data gathered by or on behalf of Manager or its Affiliates in connection with this Agreement, including through such programs.

7.2.2.3 Subject to Applicable Law, (i) Manager shall have and is hereby assigned by Tenant joint ownership (with no duty to account) to all Property Specific Guest Data and (ii) upon expiration or termination of this Agreement, Manager shall be permitted to retain (or, as necessary, to request and retain) a copy of each of the Property Specific Guest Data and the Guest Data; *provided* that Manager's use of Property Specific Guest Data and the Guest Data shall be subject to the limitations set

forth in Section 2.3.2, and nothing contained herein shall be construed to limit in any manner (as between Manager and Tenant) Tenant's rights of ownership or use of Property Specific Guest Data either prior to or following expiration or termination of this Agreement.

7.2.2.4 Notwithstanding anything contained in this Agreement to the contrary, the use of the Property Specific Guest Data and the Guest Data by Manager and Tenant shall, in all events, be in accordance with the Operating Standard and in any event in a Non-Discriminatory manner, and shall further be subject to the limitations and restrictions set forth in any other agreement or other contract related thereto (including the Lease), this Agreement, Applicable Law, and this Section 7.2.2.

7.3 Assignment of Derivative Works. Manager hereby irrevocably assigns to Tenant or Caesars IP Holder, as applicable, all right, title and interest in and to any Intellectual Property (including any Property Specific Guest Data or Guest Data) that is created, developed or acquired from time to time by or on behalf of Manager and that is Derivative Work of any Managed Facilities IP.

7.4 Survival. Section 7.2 shall survive the expiration or termination of this Agreement.

## ARTICLE VIII

### CONFIDENTIALITY

8.1 Disclosure by Tenant. Tenant acknowledges (i) that Manager will provide certain Manager Confidential Information to Tenant in connection with the Operation of the Managed Facility, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Tenant may receive certain Landlord Confidential Information in connection with the Managed Facility, and that such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Tenant shall not, and shall cause its Affiliates not to, use Manager Confidential Information or Landlord Confidential Information in any other business or capacity, and Tenant acknowledges such use would constitute an unfair method of competition; (b) Tenant shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants, existing and potential landlords and their lenders (including, to the extent required under the Lease, to Landlord and any Landlord's Lender), and existing and potential Leasehold Lenders and investors and potential purchasers (*provided* that such potential investor or purchaser is not a Tenant Competitor), but only on a reasonable "need to know" basis in connection with its interest in the Managed Facility and subject to customary confidentiality protections (including under the Lease); (c) Tenant shall not make unauthorized copies of any portion of Manager Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Tenant shall ensure that none of its

shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential landlords (including Landlord and Landlord's Lenders (in respect of Manager Confidential Information)), Leasehold Lenders or investors or potential purchasers use, disclose or copy any Manager Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement, or take any other actions that Tenant is otherwise prohibited from taking under this Section 8.1. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.1 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Tenant (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Landlord, or disclosed to Tenant by a third party not subject to confidentiality obligations to either Manager or Landlord, as applicable, or developed by Tenant without use of Manager Confidential Information or Landlord Confidential Information. In the event that Tenant or any Person to which Tenant has disclosed Manager Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Landlord Confidential Information, Tenant shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Manager and/or Landlord, as applicable, and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.1; and (B) reasonably cooperate with Manager, Landlord and their respective Affiliates, at their expense, in any effort Manager, Landlord or any of their respective Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.1, Tenant shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager Confidential Information or Landlord Confidential Information, as applicable, that Tenant is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Tenant shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential Leasehold Lenders and investors and potential purchasers in violation of this Section 8.1.

8.2 Disclosure by Manager. Manager acknowledges that (i) Tenant may from time to time provide certain Tenant Confidential Information to Manager in connection with the Operation of the Managed Facility, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets and

(ii) Manager may receive certain Landlord Confidential Information in connection with the Managed Facility, and that such Landlord Confidential Information is proprietary to Landlord and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Manager shall not, and shall cause its Affiliates not to, use Tenant Confidential Information or Landlord Confidential Information in any other business or capacity (other than any Tenant Confidential Information that Manager independently possesses in its capacity as a recipient of services from Services Co or the Guest Data that is licensed to Manager pursuant to the Omnibus Agreement), and Manager acknowledges such use would constitute an unfair method of competition; (b) Manager shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Tenant Confidential Information, the Landlord Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable “need to know” basis in connection with its Operation of the Managed Facility and subject to customary confidentiality protections; (c) Manager shall not make unauthorized copies of any portion of Tenant Confidential Information or Landlord Confidential Information disclosed in written, electronic or other form; and (d) Manager shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Tenant Confidential Information or Landlord Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Manager is otherwise prohibited from taking under this Section 8.2. Notwithstanding the foregoing, the restrictions on the use and disclosure of Tenant Confidential Information, Landlord Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.2 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Manager (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Landlord or Tenant or disclosed to Manager by a third party not subject to confidentiality obligations to either Landlord or Tenant, as applicable, or developed by Manager without use of Tenant Confidential Information or Landlord Confidential Information. In the event that Manager or any Person to which Manager has disclosed either Tenant Confidential Information or Landlord Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Tenant Confidential Information or Landlord Confidential Information, Manager shall and shall cause such Person to: (A) provide Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) with prompt notice, to the extent legally permissible, so that Tenant and/or Landlord, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.2; and (B) reasonably cooperate with Tenant, Landlord and their Affiliates, at their expense, in any effort Tenant, Landlord, as applicable, or any of their respective Affiliates undertakes to obtain a protective order or



other remedy. In the event that such protective order or other remedy is not obtained or Tenant (in the case of Tenant Confidential Information) or Landlord (in the case of Landlord Confidential Information) in its discretion waives compliance with the provisions of this Section 8.2, Manager shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Tenant Confidential Information or Landlord Confidential Information that Manager is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Tenant Confidential Information or Landlord Confidential Information so disclosed (to the extent available). Manager shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.2.

8.3 Disclosure by Landlord. Landlord acknowledges that (i) Landlord may receive certain Manager Confidential Information in connection with the Operation of the Managed Facility, and that such Manager Confidential Information is proprietary to Manager and its Affiliates, and includes trade secrets; and (ii) Landlord may receive certain Tenant Confidential Information in connection with the Operation of the Managed Facility, and that such Tenant Confidential Information is proprietary to Tenant and its Affiliates, and may include trade secrets. Accordingly, during the Term and thereafter: (a) Landlord shall not, and shall cause its Affiliates not to, use either Manager Confidential Information or Tenant Confidential Information in any other business or capacity, and Landlord acknowledges such use would constitute an unfair method of competition; (b) Landlord shall maintain the confidentiality of, and shall not disclose to any other Person (including the media), any Manager Confidential Information or Tenant Confidential Information or the terms of this Agreement, except to its shareholders, partners, directors, officers, employees, agents, representatives, legal counsel, accountants and existing and potential lenders and investors and potential purchasers, but only on a reasonable “need to know” basis in connection with its ownership of the Managed Facility and subject to customary confidentiality protections; (c) Landlord shall not make unauthorized copies of any portion of Manager Confidential Information or Tenant Confidential Information disclosed in written, electronic or other form; and (d) Landlord shall ensure that none of its shareholders, partners, directors, officers, employees, agents, legal counsel, accountants and existing and potential lenders or investors or potential purchasers use, disclose or copy any Manager Confidential Information or Tenant Confidential Information or disclose any terms of this Agreement in violation of this Agreement or take any other actions that Landlord is otherwise prohibited from taking under this Section 8.3. Notwithstanding the foregoing, the restrictions on the use and disclosure of Manager Confidential Information, Tenant Confidential Information or the terms of this Agreement shall not apply: (i) to information or techniques which are or become generally known to the public (other than through any breach of this Section 8.3 with respect to confidentiality); (ii) to the extent such disclosure is required under Applicable Laws, including reporting requirements applicable to public companies, or stock exchange rules; or (iii) to information known to Landlord (other than in connection with the performance of its rights or duties hereunder) before disclosure by either Manager or Tenant or disclosed to Landlord by a third party not subject to confidentiality obligations to either Manager or Tenant, as applicable, or

developed by Landlord without use of either Manager Confidential Information or Tenant Confidential Information. In the event that Landlord or any Person to which Landlord has disclosed either Manager Confidential Information or Tenant Confidential Information is requested or required by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process to disclose any Manager Confidential Information or Tenant Confidential Information, Landlord shall and shall cause such Person to: (A) provide Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information), with prompt notice, to the extent legally permissible, so that Manager and/or Tenant, as applicable and their respective Affiliates may seek a protective order or other appropriate remedy or, in their discretion, waive compliance with the provisions of this Section 8.3; and (B) reasonably cooperate with either Manager or Tenant, as applicable, and their Affiliates, at their expense, in any effort Manager or Tenant or any of its Affiliates undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or Manager (in the case of Manager Confidential Information) or Tenant (in the case of Tenant Confidential Information) in its discretion waives compliance with the provisions of this Section 8.3, Landlord shall and shall cause such Person to disclose to the Person compelling disclosure only that portion of the Manager Confidential Information or Tenant Confidential Information that Landlord is advised, by outside counsel, is legally required and to use commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Manager Confidential Information or Tenant Confidential Information so disclosed (to the extent available). Landlord shall be responsible for any acts or omissions of any of its employees, members, managers, attorneys, accountants, agents, representatives, consultants, existing and potential lenders and investors and potential purchasers in violation of this Section 8.3.

**8.4 Public Statements.** Tenant and Manager shall cooperate with each other on all press releases and other public statements relating to the Managed Facility and neither Tenant nor Manager shall issue any press release or other public statement relating to the Managed Facility without the prior written approval of Tenant or Manager, as applicable, and receipt of any required approvals from any Governmental Authority, except for any public statement required under Applicable Law, which shall not require such approval and shall be governed by the final two sentences of this Section 8.4; *provided* that Manager and its Affiliates may, subject to Applicable Law, make public statements and press releases regarding the Managed Facility in connection with CEC's general business operations, in the Operation of the Managed Facility or in the ordinary course of Manager's Operation of the Managed Facility. With respect to any public statement required under Applicable Law made by Tenant, Tenant shall provide Manager and with respect to any public statement required under Applicable Law made by Manager, Manager shall provide Tenant, with a reasonable opportunity to review and comment upon any such statement prior to its issuance. In addition, Tenant and Manager may make reference to the Managed Facility, this Agreement and such Party's business in connection with making Securities Exchange Commission filings, investor and lender reports and presentations, financing documents and offering materials.

## 8.5 Cumulative Remedies.

8.5.1 Tenant acknowledges that any violation of the provisions of Section 8.1 or 8.4 would cause irreparable harm and injury to either Manager or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Manager or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.2 Manager acknowledges that any violation of the provisions of Section 8.2 or 8.4 would cause irreparable harm and injury to either Tenant or Landlord, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, Tenant or Landlord, as applicable, and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.3 Landlord acknowledges that any violation of the provisions of Section 8.3 would cause irreparable harm and injury to either Manager or Tenant, as applicable, and its Affiliates and that money damages would not be an adequate remedy for any such violation and, accordingly, such Manager or Tenant and its Affiliates shall be entitled to injunctive or other equitable relief to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual damages, by an appropriate court in the appropriate jurisdiction.

8.5.4 The remedies provided in this Section 8.5 are cumulative and shall not exclude any other remedies to which a Party or its Affiliates may be entitled under this Agreement or Applicable Law, and the exercise of a remedy under this Section 8.5 shall not be deemed an election excluding any other remedy or any waiver thereof.

8.5.5 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties acknowledge and agree that nothing in this Article VIII is intended or shall be construed to, limit, vitiate or supersede the provisions, terms and conditions of Article XXIII of the Lease.

8.6 Survival. This Article VIII shall survive the expiration or termination of this Agreement.

## ARTICLE IX

### MARKETING

#### 9.1 Marketing.

9.1.1 Managed Facility Marketing Program. In addition to the Managed Facility's participation in any marketing program included as part of the Centralized Services, Manager shall develop and implement a specific marketing program for the Managed Facility, which shall provide for the planning, publicity, internal communications, organizing and budgeting activities to be undertaken, and which may include the following: (a) production, distribution and placement of promotional materials relating to the Managed Facility, including materials for the promotion of employee relations; (b) development and implementation of promotional offers or programs that benefit the Managed Facility and are undertaken by Manager or by a group of hotels and casinos that includes the Managed Facility; (c) attendance of Managed Facility Personnel at conferences, conventions, meetings, seminars and travel congresses; (d) selection of and guidance to advertising agency and public relations personnel; and (e) subject to Tenant's approval to the extent required herein, preparation and dissemination of news releases for national and international trade and consumer publications. Tenant shall not publish any advertising materials or otherwise implement any marketing, advertising or promotion program for the Managed Facility on its own, without Manager's prior written approval (not to be unreasonably withheld, conditioned, or delayed).

9.1.2 Development and Implementation. The development and implementation of the Managed Facility's specific marketing program shall be effected substantially by Managed Facility Personnel, with periodic assistance from Corporate Personnel with marketing and sales expertise. Except as may be included in the Centralized Services Charges, any such assistance provided by any Corporate Personnel shall be at no cost to Tenant or the Managed Facility for such Corporate Personnel's time, but the reasonable Out-of-Pocket Expenses incurred by Manager or its Affiliates in connection with such assistance shall be Operating Expenses. Subject to the provisions of Section 5.1 relating to the Annual Budget, the Managed Facility's specific marketing program shall be in accordance with the Operating Standard, and in any event shall be Non-Discriminatory, and comply with the sales, advertising and public relations policies and guidelines and corporate identity requirements established by Manager, for Other Managed Facilities and Other Managed Resorts, as such policies, guidelines and requirements may be modified from time to time. Subject to the provisions of Section 5.1 relating to the Annual Budget, Manager shall have the right to engage a Person on behalf of Tenant to perform such marketing and public relations activities for the Managed Facility pursuant to this Article IX.

9.1.3 Content. Manager shall have the right to create or obtain, or at the reasonable request of Manager, Tenant shall create or obtain and provide to Manager, updated photographs, descriptive content and other media, such as video and floor plans, of the Managed Facility (collectively, "**Content**") from time to time in accordance with

Manager's specifications for Content. As between Manager and Tenant, all ownership or license rights to original Content (including any Intellectual Property therein), created or procured by Manager or Tenant, shall vest in Tenant. Manager hereby assigns to Tenant or its applicable subsidiary all of Manager's rights, title and interest in such Content. If Tenant obtains Content, Tenant shall ensure that any such Content includes usage rights for the benefit of Manager in connection with the operation of the Managed Facility during the Term. Nothing in this Section 9.1.3 shall be interpreted to vest in Manager or Tenant any ownership or usage rights in any photographs, descriptive content, or other media or works of authorship owned by or licensed to Landlord.

## ARTICLE X

### BOOKS AND RECORDS

10.1 Maintenance of Books and Records. Manager shall keep and maintain, on an Operating Year basis in accordance with GAAP, accurate books, records and accounts reflecting all of the financial affairs, and all items of income and expense, in connection with the Operation of the Managed Facility and otherwise in a manner consistent with the then existing policies and standards applicable to Other Managed Facilities and Other Managed Resorts and otherwise reasonably acceptable to Tenant. All books of account and other financial records of the Managed Facility shall be available to Tenant, any Leasehold Lender and their respective agents, representatives and designees (subject to Section 8.1) at all reasonable times for examination, audit, inspection and copying; *provided* that Tenant shall bear all Out-Of-Pocket Expenses incurred by Manager or its Affiliates in connection with any such examination, audit, inspection or copying. All of the financial books and records of the Managed Facility, including books of account and front office records shall be the property of Tenant. Notwithstanding anything to the contrary contained in this Agreement, Tenant shall have the right (not more than once per calendar year), at its expense, to or to cause its agents or auditors to carry out an independent audit or inspection of the books of accounts and records and/or any other information maintained by Manager or Services Co (or any of their respective Affiliates that are performing any of the services of Manager or Services Co described hereunder) with respect to the Managed Facility (including, without limitation, all information, records and materials with respect to contracts and engagements entered into by Manager and/or Services Co with Affiliates and/or with respect to Centralized Service Charges and/or purchasing programs, which information shall include terms of all cost allocations between the Managed Facility on the one hand and other hotel properties and casinos owned and/or managed by Manager and its Affiliates (or furnished Centralized Services by Services Co or any Affiliate) and subject to the same agreements and/or purchasing programs on the other hand). In the event of any such audit or inspection, Manager shall promptly respond to any queries raised by any such auditors in relation to that audit and shall promptly make available to any such auditors any and all materials relevant to the management of the Managed Facility.

10.2 Monthly Financial Reports. Manager shall cause to be prepared and delivered to Tenant reasonably detailed unaudited monthly operating reports (the "**Monthly Reports**") that reflect the operational results of the Managed Facility for each

month of each Operating Year. Manager shall deliver each Monthly Report to Tenant on or before the twenty fifth (25th) day of the month following the month (or partial month) to which such Monthly Report relates. At a minimum, the Monthly Reports shall include: (a) a balance sheet including current and prior month and prior year-end comparisons (to the extent applicable) and differences in reasonable detail; (b) an income and expense statement for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year); (c) a statement of cash flows for such month and for the elapsed portion of the current Operating Year through the end of such month (with comparison to previous year) in reasonable detail to allow Tenant to identify and ascertain sources and uses thereof; (d) a statement of account balances in each Bank Account; and (e) such other reports or information otherwise specified in this Agreement to be provided to Tenant on a monthly basis or as Tenant and Manager may reasonably agree from time to time. Notwithstanding anything to the contrary contained in this Section 10.2, Manager shall not be obligated to deliver a Monthly Report for the last month of each calendar quarter.

10.3 Tenant Financial Statements. Manager shall cause to be prepared and delivered to Tenant the financial statements and such other information, budgets, reports and certifications of Tenant required to be delivered by Tenant to Landlord pursuant to Section 23.1(b) of the Lease (other than, for the avoidance of doubt, Sections 23.1(b)(ii) and (iii) of the Lease, it being understood that the required deliveries under Sections 23.1(b)(ii) and (iii) of the Lease are addressed in the next paragraph), on or prior to the date of delivery required by such Section 23.1(b) of the Lease; *provided* that such financial statements shall be prepared in accordance with GAAP and shall otherwise conform to the requirements of “Financial Statements” as defined in the Lease.

With respect to annual financial statements required to be delivered by CEOC and CEC pursuant to Section 23.1(b)(ii) and (iii) of the Lease, respectively (the “**Certified Financial Statements**”), Manager shall cooperate in all respects with CEOC, CEC and the Designated Accountant in the preparation of and audit of such financial statements to the extent incorporating information regarding the Managed Facility required to be delivered by Manager hereunder, including the delivery by Manager of any financial information generated by Manager pursuant to the terms of this Agreement and reasonably required by CEOC and CEC to prepare and the Designated Accountant to issue its report on such audited financial statements.

CEC acknowledges the obligations of Tenant with respect to financial statements and other information of CEC pursuant to Sections 23.1(b)(iii) and 23.2(b) of the Lease and agrees to provide its financial statements and other information in accordance with, and on or before the dates required in, Section 23.1(b)(iii) of the Lease (and to use its commercially reasonable efforts to provide such financial statements and other information to the extent required pursuant to Section 23.2(b) of the Lease and to permit the use of such financial statements and other information as contemplated thereunder (including, without limitation, commercially reasonable efforts in connection with the preparation and delivery of such management representation letters, comfort letters and consents of applicable certified independent auditors to inclusion of their reports in applicable financing disclosure documents, to the extent required to be delivered to Landlord pursuant to Section 23.2(b) of the Lease)).

10.4 Other Reports and Schedules. In addition to the financial statements and other information required to be delivered to Tenant hereunder, Manager shall cause to be prepared and delivered to Tenant any additional reports and schedules as Tenant and Manager may reasonably agree from time to time, and copies of such leases, contracts and documents as Tenant may reasonably request from time to time. Notwithstanding the foregoing, subject to Section 2.5 and to compliance with any requirements of the Lease, so long as Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, Tenant and Manager may modify the requirements of this Article X with respect to the subject matter thereof from time to time in their discretion; *provided* that any such modifications shall be of no force or effect unless they (x) are Non-Discriminatory and (y) do not conflict with any other provisions of this Agreement or any other Lease/MLSA Related Agreement; and *provided, further*, that if any such modification would have a material adverse effect on any Party, then such modification shall require the prior written consent of such Party in its sole discretion.

## ARTICLE XI

### ASSIGNMENTS

11.1 Assignment by Tenant. The Parties agree that:

11.1.1 Tenant Assignments Restricted. Except as otherwise expressly permitted in Article XIII or this Article XI, Tenant may not cause, permit or suffer an Assignment, in whole or in part, directly or indirectly, of any of Tenant's right, title or interest in and to (or of any of its obligations under) this Agreement without the prior express written consent of each of Manager, Lease Guarantor and Landlord. Any Change of Control of Tenant shall be deemed an Assignment for purposes of this Article XI (whether or not the same is deemed an assignment of the Lease pursuant to the provisions thereof) (it being understood that any Transfer of Ownership Interests in Tenant that does not constitute a Change of Control of Tenant shall not be deemed an Assignment). Any attempted Assignment (including any attempted deemed Assignment) in violation of the preceding portion of this Section 11.1.1 (whether or not permitted under the Lease) shall be void and of no force or effect and shall constitute an Event of Default by Tenant governed by the terms of Section 16.1 of this Agreement. Without limitation of any other notification requirements otherwise set forth in this Article XI, Tenant shall provide prompt written notice to Manager and Landlord of any proposed Assignment (excluding, for the avoidance of doubt, the transactions described in Section 11.1.2.4), Transfer of Ownership Interests (other than pursuant to Section 11.1.2.3 or with respect to any Transfer of an Ownership Interest in CEC (unless constituting a Change of Control of CEC)), Change of Control or Foreclosure by Leasehold Lender, in each case both at the time of execution of any definitive agreement with respect thereto and at the time of the consummation of any such transaction.

11.1.2 Assignment by Tenant without Consent.

11.1.2.1 Notwithstanding the provisions of Section 11.1.1, Tenant (and/or Leasehold Lender under a Leasehold Financing) shall have the right, without Manager's or Lease Guarantor's or Landlord's consent, to effect or permit an Assignment (or deemed Assignment) of this Agreement by Tenant in connection with any applicable Lease Foreclosure Transaction that is made as expressly permitted by, and strictly in accordance with, Section 22.2(i) of the Lease; *provided* that the conditions described in Section 11.1.3 and all applicable provisions of the Lease are satisfied in connection with such Assignment or Transfer of Ownership Interests.

11.1.2.2 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit an Assignment of this Agreement to an Affiliate of Tenant or to CEC or an Affiliate of CEC; *provided* that the conditions described in Section 11.1.3 and any applicable provisions of the Lease are satisfied in connection with such Assignment.

11.1.2.3 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect or permit a Transfer of Ownership Interests in Tenant to the extent such Transfer of Ownership Interests is expressly permitted by (and made in accordance with) Section 22.2(iii), Section 22.2(iv) or Section 22.2(v) of the Lease and any such other applicable provisions of the Lease.

11.1.2.4 Notwithstanding the provisions of Section 11.1.1, Tenant shall have the right, without Manager's, Lease Guarantor's or Landlord's consent, to effect entry into a Sublease or Booking (as each such term is defined in the Lease) that is expressly permitted by (and made in accordance with) Section 22.3 and Section 22.7, as applicable, of the Lease or a lien or other encumbrance expressly permitted by (and made in accordance with) Article XI or Article XVII of the Lease and/or Section 13.1.1 of this Agreement (it being understood, for the avoidance of doubt, that none of the foregoing shall result in Tenant being released from this Agreement or any of the other Lease/MLSA Related Agreements).

11.1.2.5 Notwithstanding anything otherwise set forth in this Agreement, any Assignment (including any deemed Assignment) or any Transfer of Ownership Interests (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted) pursuant to this Section 11.1 or otherwise shall not result in the termination, release, reduction or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.



11.1.3 Conditions to Assignment. Notwithstanding anything to the contrary in Section 11.1.2, all Assignments (including any deemed Assignment (it being understood, for the avoidance of doubt, however, that any Leasehold Foreclosure with MLSA Termination shall not be deemed an Assignment for purposes of this Section 11.1.3)) by Tenant (whether or not Manager's, Lease Guarantor's or Landlord's consent is required or granted pursuant to this Section 11.1) (but excluding the transactions permitted by Section 11.1.2.3 and Section 11.1.2.4, so long as the applicable provisions of the Lease and/or Section 13.1.1 in respect of any such Assignments are satisfied) shall be subject to the following conditions:

11.1.3.1 Tenant (and/or the Leasehold Lender under the applicable Leasehold Financing in the case of a Leasehold Foreclosure with MLSA Assumption) shall provide written notice to Manager and Landlord at least thirty (30) days prior to the proposed Assignment (including any deemed Assignment), specifying in reasonable detail the nature of the Assignment and such additional information as Manager and/or Landlord may reasonably request in order to determine whether the proposed transferee or any controlling Persons (in the case of a Change of Control) (and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed transferee or such controlling Person) is a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, which notice shall be accompanied by the proposed forms of Tenant Assumption Agreement and Assignment Documents, if applicable;

11.1.3.2 In the case of a direct assignment or transfer of the Lease or Tenant's interest therein, (a) the assignor shall not be released from this Agreement unless the assignor is also released in accordance with the terms of the Lease, (b) the assignee or transferee shall assume the obligations of Tenant under this Agreement and shall agree in writing (in a form and substance reasonably approved by Manager and Landlord prior to the effectuation of such assignment or transfer) to be bound by this Agreement, the Lease and all other Lease/MLSA Related Agreements to which Tenant is a party, from and after the date of the Assignment (the "**Tenant Assumption Agreement**"), (c) Tenant shall provide Manager and Landlord with a copy of such Tenant Assumption Agreement, together with copies of all other documents effecting such Assignment (in a form reasonably approved by Manager and Landlord) (the "**Assignment Documents**"), within two (2) days following the date of the Assignment, and (d) upon the consummation of such Assignment, this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Tenant (as assumed by such assignee or transferee), Manager, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, unless and solely to the extent expressly provided otherwise in this Agreement or in such other Lease/MLSA Related Agreement;

11.1.3.3 The assignee or transferee shall have provided evidence reasonably satisfactory to Manager, Lease Guarantor and Landlord that, without limitation of the requirements of Section 11.1.3.2 hereinabove, (i) the assignee or transferee is a permitted assignee, transferee or equity holder (as the case may be) pursuant to the terms of the Lease and, in the case of a direct assignment or transfer of the

Lease or Tenant's interest therein, shall have assumed all the rights and obligations of, and become (and, in the case of a Change of Control of Tenant, the controlling Persons shall cause Tenant to reaffirm all such rights and obligations of) Tenant under the Lease and this Agreement and all other Lease/MLSA Related Agreements to which Tenant is a party in accordance with their respective terms, concurrently with the effectiveness of the Tenant Assumption Agreement, (ii) such assignee or transferee (in the case of a direct assignment or transfer of the Lease or Tenant's interest therein) (and if not such a direct assignment or transfer, Tenant, following the effectuation of such assignment or transfer) shall directly or indirectly own or have at least the same rights to all personal property and other assets and properties (including, without limitation, rights under licenses and with respect to Intellectual Property) required to lease and operate the Managed Facility as held by Tenant immediately prior to such assignment and in at least a manner sufficient to permit Manager to manage the Managed Facility in accordance with this Agreement from and after such assignment, and (iii) such assignee or transferee shall have received all Gaming Licenses and all other licenses, approvals, permits and other rights (if any) required for such assignee or transferee to own an interest in or to be (as the case may be) Tenant under the Lease and Tenant under this Agreement, and to directly or indirectly own all the assets and properties required to be owned by it pursuant to the preceding clause (ii);

11.1.3.4 Any and all applicable requirements of the Lease in connection with the proposed Assignment shall be satisfied in full; and

11.1.3.5 The assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Tenant's interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Tenant's knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person.

11.1.3.6 In connection with any Assignment (including any deemed Assignment) by Tenant or any Transfer of Ownership Interests in Tenant, the proposed assignee or transferee and all of the proposed assignee's or transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.2 Assignment by Manager. The Parties agree that:

11.2.1 Manager Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Manager may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Manager's right, title or interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interest in Manager, in each case without the express prior written consent of each of Tenant, Lease Guarantor and Landlord. Any Change of Control of Manager shall be

deemed an Assignment by Manager for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interest in violation of the preceding portion of this Section 11.2.1 shall be void and of no force or effect and shall constitute an Event of Default by Manager governed by the terms of Section 16.1 of this Agreement.

11.2.2 Assignment by Manager without Consent. Notwithstanding the provisions of Section 11.2.1, Manager shall have the right, without Tenant's, Lease Guarantor's or Landlord's consent, to assign its right, title and interest in and to this Agreement to CEC (or, following a Substantial Transfer by CEC pursuant to Section 11.3.3, the successor Lease Guarantor) or any Affiliate of Manager that is directly or indirectly wholly owned by CEC (or such successor Lease Guarantor); *provided* that neither the proposed assignee nor any of its direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee and, to Manager's knowledge, any of its or their Affiliates, is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person; and *provided, further*, that (a) Manager shall provide written notice to Tenant and Landlord at least thirty (30) days prior to such proposed Assignment, specifying in reasonable detail the nature of the Assignment, and such additional information as Tenant and/or Landlord may reasonably request in order to determine whether the proposed assignee is a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person, together with a copy of the proposed Manager Assumption Document, (b) the assignee shall (x) assume the obligations of Manager under this Agreement (and under all other Lease/MLSA Related Agreements to which Manager is a party, if any) and (y) agree in each case in writing in form and substance reasonably approved by Tenant and Landlord prior to the effectuation of such Assignment, to be bound by this Agreement and all other Lease/MLSA Related Agreements to which Manager is a party, if any, from and after the date of such Assignment (the "**Manager Assumption Document**"), (c) Manager shall provide Tenant and Landlord with a copy of any executed Manager Assumption Document that is required under the preceding clause (y), together with copies of all other executed documents effecting such Assignment, within ten (10) days following the date of such Assignment, (d) this Agreement, all other Lease/MLSA Related Agreements and, without limitation, all obligations of Manager (as assumed by the assignee Manager), Tenant, Landlord and Lease Guarantor and any and all other counterparties hereunder and thereunder shall continue in full force and effect, (e) any and all applicable requirements of Article XXII of the Lease in connection with such Assignment shall be satisfied in full to the extent required thereunder and (f) the proposed assignee and all of the proposed assignee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.2.3 Permissible Transfers of Interest in Manager. Notwithstanding the provisions of Section 11.2.1, the Transfer of Ownership Interests in Manager shall be permitted, without Tenant's, Lease Guarantor's or Landlord's consent, to the extent (i) each such transfer is to CEC or any Affiliate of Manager that is directly or indirectly

wholly owned by CEC and, after giving effect to each such transfer, Manager will continue to be directly or indirectly wholly owned by CEC or (ii) such transfer(s) comprise permissible Transfers of Ownership Interests in Lease Guarantor pursuant to Section 11.3.2 (*provided* that (x) neither the transferee nor its Affiliates constitute a Tenant Prohibited Person, a Lease Guarantor Prohibited Person or a Landlord Prohibited Person and (y) the transferee and the transferee's officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable).

11.2.4 Effect of Assignment. Notwithstanding anything otherwise set forth in this Agreement, the Assignment by Manager (whether or not Tenant's, Lease Guarantor's or Landlord's consent is required or granted) or any Transfer of Ownership Interests pursuant to this Section 11.2 or otherwise shall not result in the termination, release or limitation of any of Lease Guarantor's obligations or liabilities under this Agreement, it being understood that all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, notwithstanding any such Assignment, and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3 Assignment by Lease Guarantor. The Parties agree that:

11.3.1 Lease Guarantor Assignments Restricted. Except as otherwise expressly permitted in this Article XI, Lease Guarantor may not cause, permit or suffer (x) an Assignment, in whole or in part, directly or indirectly, of any of Lease Guarantor's right, title and interest in and to (or of any of its obligations under) this Agreement or (y) any Transfer of Ownership Interests in Lease Guarantor, in each case without the prior express written consent of Landlord. Any Change of Control of Lease Guarantor shall be deemed an Assignment by Lease Guarantor for purposes of this Article XI. Any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of the preceding portion of this Section 11.3.1 shall be void and of no force or effect and shall constitute an Event of Default by Lease Guarantor governed by the terms of Section 16.1.

11.3.2 Permissible Transfers of Interests in Lease Guarantor. Notwithstanding the provisions of Section 11.3.1 (and subject to Section 11.3.3), the Transfer of Ownership Interests in Lease Guarantor shall be permitted without Landlord's consent; *provided* that, if a Change of Control of Lease Guarantor will occur thereby, then such Transfer of Ownership Interests (or series of related Transfers of Ownership Interests) shall not be permitted unless (a) the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Change of Control (it being agreed that Lease Guarantor shall give notice to Landlord of such Change of Control in

accordance with clause (b) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply); (b) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days prior to such proposed transaction(s), specifying in reasonable detail the nature of such transaction(s), (c) Manager shall continue to manage the Managed Facility pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), (d) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor, Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect, and (e) all applicable requirements of Article XXII of the Lease in connection with such proposed transaction(s) shall be satisfied in full. For the avoidance of doubt, (i) in the case of a Change of Control of CEC, CEC shall remain Lease Guarantor, and (ii) without limitation of the preceding sentence, in all events, all of Lease Guarantor's obligations and liabilities in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement and shall not terminate or be released or reduced in any respect, except solely if and to the extent expressly provided in Section 17.3.5.

11.3.3 Assignment by Lease Guarantor without Consent. Notwithstanding the provisions of Section 11.3.1, Lease Guarantor shall have the right, without Landlord's consent, to effect an Assignment of this Agreement in connection with a Substantial Transfer by CEC; *provided* that (a) the Board of Directors of Lease Guarantor shall have determined that the qualifications, quality and experience of the management of Lease Guarantor and the quality of the management and operation of the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, will, in each case, be generally consistent with or superior to that which existed prior to the applicable transaction(s) giving rise to such Assignment (it being agreed that Lease Guarantor shall give notice to Landlord of such proposed Assignment in accordance with clause (c) below, and if Landlord determines that requirements in this clause (a) will not be satisfied, then such determination shall be resolved pursuant to Section 34.2 of the Lease; *provided* that, for purposes of this clause (a), the fifteen (15) day good faith negotiating period contemplated by Section 34.2 of the Lease shall not apply), (b) the Board of Directors of Lease Guarantor shall have determined that, following the occurrence of such Substantial Transfer, the successor Lease Guarantor shall be sufficiently creditworthy, and shall have sufficient wherewithal and ability, so as to be able to assume and satisfy all obligations of Lease Guarantor in respect of the Lease Guaranty, (c) Lease Guarantor shall provide written notice to Landlord and Tenant at least thirty (30) days prior to the proposed Assignment, specifying in reasonable detail the nature of the Assignment, (d) (i) the assignee or transferee shall be the owner, directly or indirectly, of all of the direct and indirect assets of CEC (other than assets that are, in the aggregate, *de minimis*) and (ii) the assignee or transferee shall assume the obligations of Lease Guarantor under this Agreement (and all applicable Lease/MLSA Related Agreements) and shall agree in an agreement in a form reasonably acceptable to Landlord and Tenant to be bound by this Agreement (and all applicable Lease/MLSA Related Agreements) from and after the date of the Assignment (the "**Lease Guarantor Assumption**

**Agreement”)** (a copy of any proposed Lease Guarantor Assumption Agreement shall be furnished to Landlord for review and approval no less than thirty (30) days prior to the proposed effectuation thereof), and Lease Guarantor shall provide Landlord and Tenant with a copy of such agreement, together with copies of all other documents effecting such Assignment, within ten (10) days following the date of such Assignment, (e) Manager shall continue to manage the Managed Facility pursuant to this Agreement (subject, if applicable, to a concurrent assignment by Manager to the extent permitted under Section 11.2 hereof), and (f) this Agreement and all other Lease/MLSA Related Agreements and, without limitation, all obligations of Lease Guarantor (as assumed by the assignee Lease Guarantor), Tenant, Landlord and Manager and any and all other counterparties hereunder and thereunder shall continue in full force and effect.

#### 11.4 Assignment by Landlord.

11.4.1.1 General. The Parties agree that this Agreement shall be binding upon, and inure to the benefit of, any successor or permitted assignee of Landlord under the Lease; *provided* that the assignee shall assume the obligations of Landlord under this Agreement and shall agree in writing in a form reasonably acceptable to Tenant, Manager and Lease Guarantor to be bound by this Agreement from and after the date of the Assignment. To the extent Landlord is required, pursuant to the Lease, to notify Tenant of any Change of Control or other Assignment of Landlord, Landlord shall give concurrent notice thereof to Manager and Lease Guarantor (and, in all events, Landlord shall give notice to all Parties hereto of any proposed name change of Landlord, or any proposed direct transfer of the Leased Property not later than thirty (30) days prior thereto). Any Change of Control or other Assignment of Landlord shall not be permitted unless (a) any and all applicable requirements of the Lease in connection with such proposed Assignment shall be satisfied in full, (b) the assignee or transferee (in the case of a direct assignment or transfer of this Agreement or Landlord’s interest herein) or controlling Persons (in the case of a Change of Control), and in each case any of its or their direct or indirect equity owners that holds at least five percent (5%) of the outstanding equity interests in such proposed assignee or transferee or such controlling Person and, to Landlord’s knowledge, any of its or their Affiliates, is not a Manager Prohibited Person, a Lease Guarantor Prohibited Person or a Tenant Prohibited Person, and (c) the proposed assignee or transferee and all of the proposed assignee’s or transferee’s officers, directors, and Affiliates (including officers and directors of the Affiliates), to the extent required under applicable Gaming Regulations, shall be licensed, certified and/or otherwise found suitable by applicable Gaming Authorities and shall have or obtain all required Gaming Licenses to become a party to this Agreement, if applicable.

11.4.1.2 Assignments to Tenant Competitor. In the event that, and so long as, Landlord is a Tenant Competitor, then, notwithstanding anything herein to the contrary, the following shall apply:

- (i) Neither Tenant nor Manager shall be required to deliver any information required to be delivered to Landlord pursuant to this Agreement to the extent the same would give Landlord a “competitive” advantage with respect

to markets in which Landlord and Tenant or CEC might be competing at any time (it being understood that Landlord shall retain audit rights with respect to such information to the extent required to confirm Tenant's or Manager's, as applicable, compliance with the terms of this Agreement) (and Landlord shall be permitted to comply with Securities Exchange Commission, Internal Revenue Service and other legal and regulatory requirements with regard to such information); *provided* that appropriate measures are in place to ensure that only Landlord's auditors (which for this purpose shall be a "big four" firm designated by Landlord) and attorneys (as reasonably approved by Tenant or Manager, as applicable) (and not Landlord or any Affiliates (as defined in the Lease) of Landlord or any direct or indirect parent company of Landlord or any Affiliate (as defined in the Lease) of Landlord) are provided access to such information, or to provide information that is subject to the quality assurance immunity or is subject to attorney-client privilege or the attorney work product doctrine.

(ii) Without limitation of the other provisions of Section 2.1.4, Landlord's consent shall not be required under clause (b) of Section 2.1.4.

(iii) With respect to all consent, approval and decision-making rights granted to Landlord under this Agreement relating to competitively sensitive matters pertaining to the management, use or operation of the Managed Facility (other than any right of Landlord to grant waivers and amend or modify any of the terms of this Agreement), Landlord shall establish an independent committee to evaluate, negotiate and approve such matters, independent from and without interference from Landlord's management or Board of Directors. Any dispute over whether a particular decision shall be determined by such independent committee shall be resolved pursuant to Section 34.2 of the Lease.

The Parties (other than Landlord) hereby acknowledge and agree that (x) as of the date hereof, Joliet Partner is a minority interest holder in Landlord and does not Control Landlord; and (y) for so long as the circumstances in clause (x) continue and Joliet Partner continues to own no more than twenty percent (20%) of the interest in Landlord, neither Landlord nor any of its Affiliates shall be deemed to be a Tenant Competitor solely as a result of the circumstances in clause (x).

11.5 Acknowledgement of Assignment. The Parties agree that, notwithstanding anything to the contrary contained herein, with respect to any proposed Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests requiring consent under this Article XI, the proposed transferring Party shall, in addition to (and without limitation of) any applicable notification requirements otherwise set forth in this Article XI, prior to effectuating any such Assignment (including any deemed Assignment) or Transfer of Ownership Interests, reasonably promptly following the request of any one or more of the non-assigning Parties, provide a written acknowledgement to such requesting non-assigning Party(ies) confirming that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI and is permitted hereunder and such acknowledgment shall be accompanied by the provision of such information (to the

extent in the proposed transferring Party's possession or reasonable control, subject to customary and reasonable confidentiality restrictions in connection therewith) as may reasonably be necessary to demonstrate to each such requesting Party's satisfaction that such proposed Assignment (or deemed Assignment) or Transfer of Ownership Interests complies with the provisions of this Article XI.

11.6 Approvals. The Parties agree that, to the extent necessary, all Assignments (including deemed Assignments) or Transfer of Ownership Interests will be subject to the requirements of the Gaming Authorities, which may include prior approval of such Assignments (including any deemed Assignment) or Transfer of Ownership Interests, and any attempted Assignment (including any attempted deemed Assignment) or Transfer of Ownership Interests in violation of such requirements shall be void and of no force or effect.

11.7 Merger of CEOC. The Parties acknowledge that, immediately following the execution of this Agreement, Caesars Entertainment Operating Company, Inc., a Delaware corporation, will merge into CEOC, LLC. Notwithstanding anything herein to the contrary, each of the Parties consents to such merger.

## ARTICLE XII

### INSURANCE, BONDING AND INDEMNIFICATION

#### 12.1 Tenant Insurance and Bonding Requirements.

##### 12.1.1 Insurance Policies and Bonding Requirements.

12.1.1.1 Manager, at Tenant's expense (except to the extent such expenses are expressly classified as Operating Expenses), in accordance with the Annual Budget, shall procure and maintain all insurance policies required under Article XIII of the Lease (the "**Lease Insurance Requirements**").

12.1.1.2 Manager, at Tenant's expense, in accordance with the Annual Budget, shall have the power and authority to procure and deliver to the applicable Gaming Authorities all bonding instruments required by the State of Illinois.

12.1.2 Evidence of Insurance. Tenant (for insurance policies obtained by Tenant through third-party insurers) shall provide to Manager and Manager (for insurance policies obtained by Manager through the Insurance Program or other vendors) shall provide to Tenant certificates or other reasonably satisfactory insurance evidence confirming that the insurance policies comply with the Insurance Requirements. In addition, upon a Tenant's or Manager's request, the other Party promptly shall provide to the requesting Party a schedule of insurance obtained by such Party, listing the insurance policy numbers, the names of the insurers, the names of the Persons insured, the amounts of coverage, the expiration dates and the risks covered thereunder.

12.1.3 Payment of Premiums. For all insurance policies contemplated by this Section 12.1, Manager shall have the right to pay premiums using funds from the



Operating Account. For the avoidance of doubt, any additional insurance policies obtained by Tenant or Manager that are not contemplated by this Section 12.1 or otherwise approved by Tenant and Manager, shall not be funded from the Operating Account.

12.1.4 Investigation of Claims and Reports. Manager shall promptly investigate and, as soon as reasonably practicable, make a full written report to Tenant regarding all material accidents or claims for material damage relating to the ownership, operation and maintenance of the Managed Facility and the estimated liability or cost of repair thereof, and shall prepare, for the approval of Tenant, any and all reports required by any insurance carrier in connection therewith.

12.1.5 Reliance on Tenant's Advisors. Tenant acknowledges that neither Manager nor any insurance broker that Manager or its Affiliates may retain makes any representation, warranty or guaranty whatsoever regarding: (a) the advisability or sufficiency of the insurance required or obtained under this Agreement; (b) whether the insurance made available under the Insurance Program maintained by Manager or its Affiliates is sufficient to protect Tenant, the Managed Facility and its Operation against all liability, damage, loss, cost or expense that might be incurred; or (c) any other insurance that Tenant should consider for the protection of Tenant, the Managed Facility and its Operation, and Tenant agrees to rely exclusively on its own insurance advisors with respect to all insurance matters.

12.1.6 Relationship to Lease. Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that nothing contained in this Agreement, including this Article XII and Article XIV hereof, is intended or shall be construed to limit, vitiate or supersede the Lease Insurance Requirements. No modification may be made to the Lease Insurance Requirements except in accordance with the provisions, terms and conditions of the Lease. Without limitation of the preceding portion of this Section 12.1.6, Section 2.5 or Section 18.2.3 in any manner, and for the avoidance of doubt, the Parties acknowledge that any determination made by an Expert with respect to any dispute under Section 12.1.5 shall not modify the Lease Insurance Requirements and without limitation, to the extent Landlord believes any noncompliance with the Lease exists, the provisions, terms and conditions of the Lease shall govern with respect thereto.

12.2 Waiver of Liability. SOLELY AS BETWEEN TENANT AND MANAGER, AS LONG AS A PARTY AND ANY AFFILIATES REQUESTED BY SUCH PARTY ARE A NAMED INSURED OR ADDITIONAL INSURED UNDER THE OTHER PARTY'S INSURANCE POLICIES, OR THE POLICIES OTHERWISE PERMIT IF SUCH PARTY OR ITS AFFILIATES ARE NOT SO NAMED, SUCH PARTY HEREBY RELEASES THE OTHER PARTY, AND ITS AFFILIATES, AND ITS AND THEIR TRUSTEES, BENEFICIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, FROM ANY AND ALL LIABILITY FOR MONETARY RELIEF, DAMAGE, LOSS, COST OR EXPENSE INCURRED BY THE RELEASING PARTY, WHETHER OR NOT DUE TO THE NEGLIGENT OR OTHER ACTS OR

OMISSIONS OF THE PERSONS SO RELEASED TO THE EXTENT SUCH LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS COVERED BY THE INSURANCE POLICIES OF THE RELEASING PARTY, BUT (OTHER THAN AS PROVIDED IN ARTICLE XIV) ONLY TO THE EXTENT OF INSURANCE PROCEEDS RECEIVED. FOR AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE THAT THE PRECEDING PORTION OF THIS SECTION 12.2 SHALL NOT BE DEEMED TO VITIATE OR SUPERSEDE ANY OBLIGATIONS OF (x) LEASE GUARANTOR IN RESPECT OF THE GUARANTEED OBLIGATIONS OR OTHERWISE HEREUNDER AND/OR (y) TENANT UNDER THE LEASE, IN EACH CASE IN ACCORDANCE WITH THE TERMS HEREOF AND THEREOF.

### 12.3 Indemnification.

12.3.1 Indemnification by Tenant. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Tenant shall defend, indemnify and hold harmless Manager and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Manager Indemnified Parties**”) for, from and against any and all Claims, other than Claims that are within the scope of Manager’s indemnification pursuant to Section 12.3.2. Nothing in this Section 12.3 shall be deemed to limit Tenant’s right to pursue its contractual damage remedies against Manager with respect to amounts paid by Tenant to one (1) or more other Persons in connection with any Claim caused by an Event of Default by Manager (it being further understood that the provisions of this Section 12.3 shall not be deemed to modify the provisions of Section 16.1 regarding the establishment of an Event of Default by Manager, including any provisions of Section 16.1 regarding notice of cure of any default that would, with the giving of notice or the passage of time, become an Event of Default). Manager shall promptly provide Tenant with written notice of any Claim that is reasonably likely to result in any indemnification by Tenant.

12.3.2 Indemnification by Manager. Subject to Sections 12.3.3, 12.3.4 and 18.5.5, Manager shall defend, indemnify and hold harmless Tenant and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers, employees and agents, and the successors and assigns of each of the foregoing (collectively, the “**Tenant Indemnified Parties**”) for, from and against any and all (a) Claims that any Tenant Indemnified Party or Parties may incur, become responsible for or pay out to the extent caused by the gross negligence or willful misconduct of Manager and (b) any uninsured loss incurred by Tenant due to the commission by any Senior Executive Personnel or Corporate Personnel of any act of fraud, embezzlement, misappropriation or similar act of malfeasance with respect to the Managed Facility.

12.3.3 Insurance Coverage. Notwithstanding anything to the contrary in this Section 12.3, Tenant and Manager shall look first to the appropriate insurance coverages in effect pursuant to this Agreement prior to seeking indemnification under this Section 12.3 in the event any claim or liability occurs as a result of injury to persons or damage to property, regardless of the cause of such claim or liability; *provided* that if the

insurance carrier denies coverage or “reserves rights” as to coverage, then the Indemnified Parties shall have the right to seek indemnification, without first looking to such insurance coverage. In addition, nothing contained in this Section 12.3 shall in any way affect the releases set forth in Section 12.2.

12.3.4 Indemnification Procedures. The Indemnifying Party shall have the right to assume the defense of any Claim with respect to which the Indemnified Party is entitled to indemnification hereunder. If the Indemnifying Party assumes such defense, (a) such defense shall be conducted by counsel selected by the Indemnifying Party and approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed (*provided* that the Indemnified Party’s approval shall not be required with respect to counsel designated by the Indemnifying Party’s insurer); (b) so long as the Indemnifying Party is conducting such defense with reasonable diligence, the Indemnifying Party shall have the right to control said defense and shall not be required to pay the fees or disbursements of any counsel engaged by the Indemnified Party except if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such Claim or defense; and (c) the Indemnifying Party shall have the right, without the consent of the Indemnified Party, to settle such Claim, but only if such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally released from all liability in respect of such Claim. The Indemnified Party shall have the right to participate in the defense of such Claim being defended by the Indemnifying Party at the expense of the Indemnified Party, but the Indemnifying Party shall have the right to control such defense (other than in the event of a material conflict of interest between the parties with respect to such Claim or defense). In no event shall the Indemnified Party (A) settle any Claim without the consent of the Indemnifying Party so long as the Indemnifying Party is conducting the defense thereof in accordance with this Agreement or (B) if a Claim is covered by the Indemnifying Party’s insurance, knowingly take or omit to take any action that would cause the insurer not to defend such Claim or to disclaim liability in respect thereof.

12.3.5 Survival. This Section 12.3 shall survive any expiration or termination of this Agreement.

## ARTICLE XIII

### LEASEHOLD FINANCING

13.1 Leasehold Mortgages; Collateral Assignments; Non-Disturbance; Leasehold Foreclosure. The Parties agree that:

13.1.1 Leasehold Financing. Subject to Article XI hereof and the applicable provisions of the Lease, including Article XVII and Article XXII of the Lease, Tenant shall have the right to grant, in respect of Tenant’s leasehold estate under the Lease, other property of Tenant and/or any direct or indirect Ownership Interests in Tenant, a Leasehold Mortgage or Security Interest to a Leasehold Lender in connection with any Leasehold Financing, and to assign to any Leasehold Lender as collateral

security for any Leasehold Financing, all of Tenant's right, title and interest in and to this Agreement. Promptly following execution of any such Leasehold Financing Documents, Tenant shall provide Manager and Lease Guarantor a true and complete copy of all such Leasehold Financing Documents.

13.1.2 Foreclosure by Leasehold Lender. If any Leasehold Financing is secured by a valid and enforceable lien on the leasehold estate under the Lease or on the direct or indirect Ownership Interests in Tenant, whether by mortgage, equity pledge or otherwise, and there is any proposed Foreclosure by Leasehold Lender thereunder, such Leasehold Lender shall, in connection with and as a condition precedent to consummating any Foreclosure by Leasehold Lender, irrevocably elect, by written notice to Tenant and Lease Guarantor (with a copy to Landlord and Manager), one (and only one) of the following:

(a) Leasehold Foreclosure with MLSA Termination Election: to terminate this Agreement and, in connection with such termination, to comply in all respects with all applicable provisions of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) thereof, and, without limitation, to cause (x) a replacement lease guarantor that is a Qualified Replacement Guarantor (as defined in the Lease) to provide a Replacement Guaranty (as defined in the Lease) of the Lease and (y) the Managed Facility to be managed pursuant to a Replacement Management Agreement (as defined in the Lease) by a Qualified Replacement Manager (as defined in the Lease) or another manager that is otherwise permitted by Section 22.2(i)(1)(A)(z) of the Lease, in each case in accordance with Section 22.2(i)(1)(A) of the Lease (and the obligations and liabilities of Lease Guarantor in respect of the Lease Guaranty shall be determined as set forth in Section 17.3.5.2); or

(b) Leasehold Foreclosure with MLSA Assumption Election: to retain Manager (or any replacement manager appointed in accordance with Section 16.5.2 following a Termination for Cause in accordance with this Agreement) as manager of the Managed Facility pursuant to the terms of this Agreement (or a replacement management agreement previously approved in writing by Landlord) and, in connection therewith, to comply in all respects with all applicable provisions of the Lease, including Section 22.2(i)(1)(B) and Section 22.2(i)(2) through (5) of the Lease, and, without limitation, to keep this Agreement (or such replacement management agreement previously approved in writing by Landlord) in full force and effect in accordance with its terms (and the Lease will continue to be guaranteed by Lease Guarantor in accordance with the terms of this Agreement (including Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof) and all of Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect).

With respect to any Leasehold Foreclosure with MLSA Termination, (i) the effective date of such termination of this Agreement shall be the date upon which the applicable Lease Foreclosure Transaction shall have been effective in accordance with Section 22.2(i) of

the Lease (and, without limitation, all applicable provisions of the Lease shall have been complied with in all respects, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease, including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor), and (ii) this Agreement shall be deemed terminated pursuant to Section 16.2.6 of this Agreement as of such effective date and, for the avoidance of doubt, the provisions of Article XVI, including Section 16.3, shall apply with respect to such termination from and after such effective date.

Without limitation of the foregoing and, for the avoidance of doubt, it is acknowledged and agreed that the prosecution by any Leasehold Lender of a Foreclosure by Leasehold Lender shall be subject to, and performed in (and conditioned upon), compliance with, all applicable provisions, terms and conditions of the Lease, including Article XVII thereof.

13.2 Default Notice to Leasehold Lender. Manager or Landlord, upon providing Tenant any notice of default under this Agreement, shall at the same time provide a copy of such notice to every Leasehold Lender that has been properly disclosed to Manager or Landlord, as applicable, pursuant to Section 13.1. From and after the date such notice has been sent to a Leasehold Lender, such Leasehold Lender shall have the same period, with respect to its remedying any default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Manager or Landlord, as applicable, shall accept such performance by or at the instigation of such Leasehold Lender as if the same had been done by Tenant. Tenant authorizes each such Leasehold Lender (to the extent such action is authorized under the applicable loan documents to which it acts as a lender, noteholder, investor, agent, trustee or representative) to take any such action at such Leasehold Lender's option and does hereby authorize entry upon the Managed Facility by Leasehold Lender for such purpose.

13.3 Lender's Right of Access. Upon reasonable advance notice from a Leasehold Lender or Landlord's Lender (which notice may be given orally in connection with an emergency or upon the occurrence of an event of default under any Leasehold Financing Documents or Landlord Financing Documents, as the case may be), Manager shall permit and cooperate with such Leasehold Lender or Landlord's Lender (as applicable) and their respective agents and representatives to enter any part of the Managed Facility, except for those parts of the Managed Facility as to which access is restricted by Applicable Law, at any reasonable time for the purposes of examining or inspecting the Managed Facility, or examining or copying the books and records of the Managed Facility; *provided* that: (a) any expenses incurred in connection with such activities shall be Operating Expenses of the Managed Facility; and (b) Tenant shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Leasehold Financing Documents) to cause such Leasehold Lender, and Landlord shall use commercially reasonable efforts (including the inclusion of an appropriate confidentiality provision in the Landlord Financing Documents) to cause such Landlord's Lender, to agree to treat as confidential any information such Leasehold Lender or Landlord's Lender, as applicable, obtains from examining the books and

records of the Managed Facility provided by Tenant to Manager, including the Annual Budget. Manager acknowledges that a Leasehold Lender or Landlord's Lender may disclose such information to the same extent and subject to the same restrictions as are applicable to Tenant with respect to Manager Confidential Information under Article VIII of this Agreement (including to any actual or potential landlords (including Landlord and actual or potential purchasers of the relevant Landlord Mortgage or any interest therein)).

13.4 Disclosure of Mortgages and Security Interests. Tenant represents and warrants to the other Parties hereto that as of the date of this Agreement, (i) except for Leasehold Mortgage(s) in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Leasehold Mortgage encumbering Tenant's interest in the Managed Facility, the Leased Property or the Lease or any portion thereof or interest therein and (ii) except for Security Interests in favor of the Leasehold Lender(s) under Tenant's Initial Financing (as such term is defined in the Lease), there is no Security Interest encumbering any direct or indirect interests in Tenant that is held by a Person that constitutes a Permitted Leasehold Mortgagee (as defined in the Lease). Tenant shall provide to Manager a true and complete copy of any new proposed Leasehold Financing Documents for Manager's review no less than thirty (30) days before the execution of such new Leasehold Financing Documents (or such lesser time acceptable to Manager). Promptly following execution of such new Leasehold Financing Documents, Tenant shall provide Manager a true and complete copy of all such new Leasehold Financing Documents.

13.5 Estoppel Certificates. Upon written request from Tenant, Landlord or any Leasehold Lender or Landlord's Lender at any time during the Term, Manager shall issue, within no less than twenty (20) days after Manager's receipt of such request, an estoppel certificate (or a comfort letter or other documents as may be reasonably requested): (a) certifying that this Agreement has not been modified and is in full force and effect (or, if there have been modifications, specifying the modifications and that the same is in full force and effect as modified); (b) stating whether, to the knowledge of the signatory of such certificate (which signatory shall be an appropriate officer of the issuer of such certificate, with knowledge of the subject matter), any default by the attesting Party (or, to the attesting Party's knowledge, any other Party) exists, and if so, specifying each such default; and (c) including such other certifications or statements as may be reasonably requested by the requesting Party or lender. Upon written request from Manager, Landlord or Landlord's Lender at any time during the Term, Tenant shall provide (and, upon request, shall use commercially reasonable efforts to cause Leasehold Lender to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Manager, Lease Guarantor, Tenant or Leasehold Lender at any time during the Term, Landlord shall provide (and, upon request, shall use commercially reasonable efforts to cause Landlord's Lender and/or any other ground lessor (with respect to any ground lease) to provide) a similar estoppel certificate in a similar timeframe. Upon written request from Landlord, Tenant, Leasehold Lender or Landlord's Lender at any time during the term, Lease Guarantor shall provide a similar estoppel certificate in a similar timeframe.

13.6 Tenant's Lease Obligations.

13.6.1 [Reserved]

13.6.2 Without limiting Section 2.5 in any manner, for the avoidance of doubt, the Parties agree that (a) nothing in this Article XIII is intended, nor shall it be construed, to limit, vitiate or supersede any of the provisions, terms and conditions of the Lease, and (b) without limitation of the preceding clause (a), nothing contained in this Agreement, including this Article XIII hereof, is intended, nor shall it be construed, to limit, vitiate or supersede the provisions, terms and conditions of the Lease pertaining to Leasehold Financings, including Article XVII of the Lease.

ARTICLE XIV

BUSINESS INTERRUPTION

14.1 Business Interruption. At all times during the Term, Manager shall assist Tenant in procuring, at Tenant's expense, and Tenant shall maintain Business Interruption Insurance for the Managed Facility in accordance with the Lease Insurance Requirements. If any event, including a Force Majeure Event, occurs that results in an interruption in the Operation of the Managed Facility (a "**Business Interruption Event**"), Manager shall use commercially reasonable efforts to reduce Operating Expenses, Centralized Services Charges and Reimbursable Expenses to levels commensurate with the levels of reduced revenues and business activity. All Centralized Service Charges and Reimbursable Expenses actually incurred during the period of the Business Interruption Event shall continue to be payable in accordance with the provisions this Agreement, regardless of whether there are sufficient Business Interruption Insurance proceeds to cover such amounts.

14.2 Proceeds of Business Interruption Insurance. The net proceeds of the Business Interruption Insurance maintained in accordance with Section 14.1 (after the application of any deductible) shall be deposited in the Operating Account and used by Manager in the same manner as funds generated from the Operation of the Managed Facility are used by Manager in accordance with this Agreement, including the payment of Operating Expenses, the Centralized Services Charges and Managed Facility Personnel Costs and all other Operating Expenses as provided in Section 14.1.

ARTICLE XV

CASUALTY OR CONDEMNATION

15.1 Casualty.

15.1.1 Notices. If the Managed Facility is damaged by a Casualty, Manager shall promptly notify Tenant.

15.1.2 Termination in Connection with a Casualty. If the Managed Facility is damaged or destroyed by a Casualty, then:

(i) if, pursuant to Section 14.2(a) of the Lease, the Lease is terminated as a result of a Casualty affecting the Managed Facility occurring during the final two (2) years of the Lease, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(ii) if the business operations at the Managed Facility following a Casualty are substantially, adversely impaired as a result thereof and the Lease and this Agreement remain in effect pursuant to the terms thereof and/or hereof, as applicable, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management obligations hereunder with respect to the Managed Facility while such condition exists.

## 15.2 Condemnation.

15.2.1 Notices. If any Party receives notice of any actual, pending or contemplated Condemnation or Taking (or other action in lieu thereof) of the Managed Facility, such Party shall promptly notify each other Party thereof.

15.2.2 Condemnation. If the Managed Facility is impacted by a Condemnation or a Taking, then:

(i) with respect to any portion of the Managed Facility that, pursuant to Section 15.1(b) of the Lease, ceases to be subject to the Lease as a result of a Condemnation or a Taking, Manager's management obligations under this Agreement shall terminate with respect to such portion of the Managed Facility effective as of such date of Condemnation or Taking, but this Agreement shall otherwise remain in full force and effect in accordance with its terms (with Manager's obligations hereunder so reduced, *mutatis mutandis*, to reflect the removal of such portion of the Managed Facility from the terms of the Lease);

(ii) if, pursuant to Section 15.1(a) or Section 15.1(b) of the Lease, the Lease is terminated in its entirety as a result of a Condemnation or a Taking affecting the Managed Facility in accordance with its terms, then this Agreement shall terminate effective as of such date of termination of the Lease; and

(iii) if the business operations at the Managed Facility following a Condemnation or Taking are substantially adversely impacted as a result thereof and the Lease and this Agreement remain in effect pursuant to the terms thereof and/or hereof, as applicable, then a Force Majeure Event shall be deemed to exist as applicable in respect of Manager's management functions hereunder with respect to the Managed Facility while such condition exists.



## DEFAULTS AND TERMINATIONS

16.1 Events of Default.

16.1.1 Tenant MLSA Events of Default. Each of the following actions and events shall be deemed a “**Tenant MLSA Event of Default**”:

16.1.1.1 a failure by Tenant within the time periods specified in this Agreement to pay the amount due and payable under this Agreement to Manager or its Affiliates for the Reimbursable Expenses or Centralized Services Charges and that is not cured within sixty (60) days after notice to Tenant specifying such failure; *provided* that in the event sufficient funds belonging to Tenant or generated by the Managed Facility and held by Tenant or CEOC are available in the Operating Account to pay such amounts then due and Manager has the right to withdraw, transfer or apply such funds to the payment of such amounts then due, then such failure of Tenant to pay such amount shall not be an Event of Default;

16.1.1.2 except as set forth in Section 16.1.1.1, a failure by Tenant to pay any amount of money to Manager when due and payable under this Agreement that is not cured within sixty (60) days after notice to Tenant;

16.1.1.3 except as set forth in Section 16.1.1.1 or Section 16.1.1.2, a failure by Tenant to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Tenant that is not cured within thirty (30) days following notice of such default from Manager to Tenant; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Manager (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure;

16.1.1.4 (i) a general assignment by Tenant for the benefit of its creditors, or any similar arrangement with its creditors by Tenant; (ii) the entry of a judgment of insolvency against Tenant that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Tenant of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Tenant which either (x) is consented to by Tenant, or (y) is not stayed, vacated or set aside within sixty (60) days after the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver,

custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Tenant's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Tenant for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Tenant that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof; and

16.1.1.5 the occurrence of the Tenant MLSA Event of Default described in the last sentence of this Section 16.1.1.5. If, at any time during the Term, Manager cannot Operate the Managed Facility in all material respects in accordance with the Operating Standard and Operating Limitations as provided herein, then Manager shall promptly deliver notice thereof to Landlord and Tenant (and Landlord and Tenant shall each be entitled to exercise their respective rights and remedies as and to the extent applicable thereto). If Manager determines in the exercise of its good faith judgment that the proximate cause thereof is an Operating Deficiency Cause, then (x) Manager shall promptly deliver notice thereof to Landlord, and (y) Manager or Landlord shall be entitled to provide notice of such determination to Tenant and the Leasehold Lenders (an "**Operating Deficiency Notice**"), which Operating Deficiency Notice shall allege with reasonable specificity the details of the non-compliance with the Operating Standard or Operating Limitations. For purposes of the preceding sentence, an "**Operating Deficiency Cause**" shall mean any one or more of the following: (a) any failure by Tenant to fund a Funds Request issued pursuant to Section 5.5.2; or (b) any interference by Tenant or its agents or representatives in any material respect with the Operation of the Managed Facility. Within fifteen (15) days after receipt of any Operating Deficiency Notice, Tenant shall respond in detail to such allegation and, if the matter is not resolved by Tenant and Manager (or Landlord, as applicable) within forty five (45) days after Tenant's response, the matter shall be referred to the Expert for Expert Resolution in accordance with Article XVIII. If the Expert determines that the Managed Facility is not being Operated in accordance with the Operating Standard or Operating Limitations in one or more material respects as provided herein and that the proximate cause of such non-compliance is an Operating Deficiency Cause, then, unless Tenant shall within fifteen (15) days of the Expert's determination fund the subject Funds Request or cease the actions that interfere with the Operation of the Managed Facility by Manager, then a Tenant MLSA Event of Default under this Section 16.1.1.5 shall exist.

Notwithstanding the foregoing, there shall be no Tenant MLSA Event of Default if the basis for any asserted Tenant MLSA Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII. For the avoidance of doubt, the existence of any Tenant Lease Event of Default or event of default by Tenant under any Leasehold Financing shall not, in and of itself, constitute a Tenant MLSA Event of Default, unless such event, in and of itself, constitutes a Tenant MLSA Event of Default pursuant to the terms hereof.

16.1.2 Manager Events of Default. Each of the following actions and events shall be deemed a "**Manager Event of Default**":

16.1.2.1 a failure by Manager to pay any amount of money to Tenant when due and payable under this Agreement that is not cured within sixty (60) days after notice to Manager;

16.1.2.2 except as set forth in Section 16.1.2.1, a failure by Manager to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Manager that is not cured within thirty (30) days following notice of such default from Tenant to Manager; *provided* that if: (a) the default is not susceptible of cure within a thirty (30) day period; (b) the default cannot be cured solely by the payment of a sum of money; and (c) the default would not expose Tenant (or Landlord) to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days or, if such default is in the process of being cured to the satisfaction of an applicable Gaming Authority, such longer time as is prescribed by such Gaming Authority) to cure the default so long as Manager commences to cure the default within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure; and

16.1.2.3 (i) a general assignment by Manager for the benefit of its creditors, or any similar arrangement with its creditors by Manager; (ii) the entry of a judgment of insolvency against Manager that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Manager of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Manager which either (x) is consented to by Manager, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Manager's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Manager for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Manager that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

Notwithstanding the foregoing, there shall be no Manager Event of Default if the basis for any asserted Manager Event of Default is in the process of being resolved pursuant to Sections 5.1.3 and 5.1.4 or Article XVIII.

16.1.3 Lease Guarantor Event of Default. Each of the following actions and events shall be deemed a "**Lease Guarantor Event of Default**":

16.1.3.1 a failure by Lease Guarantor to pay any amount of money to Landlord when due and payable under the Lease Guaranty;

16.1.3.2 except as set forth in Section 16.1.3.1, a failure by Lease Guarantor to perform or comply with any of the covenants, duties or obligations set forth in this Agreement to be performed by Lease Guarantor that is not cured within ten (10) days following notice of such default from Landlord to Lease Guarantor; and

16.1.3.3 (i) a general assignment by Lease Guarantor for the benefit of its creditors, or any similar arrangement with its creditors by Lease Guarantor; (ii) the entry of a judgment of insolvency against Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of entry thereof; (iii) the filing by Lease Guarantor of a voluntary petition for relief under applicable bankruptcy, insolvency, or similar debtor relief laws; (iv) the filing of an involuntary petition for relief under applicable bankruptcy, insolvency or similar debtor relief laws by any Person against Lease Guarantor which either (x) is consented to by Lease Guarantor, or (y) is not stayed, vacated or set aside within sixty (60) days of the filing thereof; (v) the appointment (or the filing of a petition or application for appointment) of a receiver, custodian, trustee, conservator, or liquidator to oversee all or any substantial part of Lease Guarantor's assets or the conduct of its business, in each case that is not stayed, vacated or set aside within sixty (60) days of the occurrence thereof; (vi) any action by Lease Guarantor for dissolution of its operations; or (vii) any other similar proceedings in any relevant jurisdiction affecting Lease Guarantor that is not stayed, vacated or set aside within sixty (60) days of the commencement thereof.

16.1.4 M/T Event of Default. Each of the following actions and events shall be deemed an "**M/T Event of Default**": (i) Any failure of Manager to Operate the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care (in each case as and to the extent required under this Agreement, including as provided in Section 2.1.1, Section 2.1.2, Section 2.1.3, Section 2.1.4, Section 2.3.1, and Section 2.3.2, but subject to Section 5.9.1); (ii) any failure by Manager or Tenant, as applicable, to comply with any of the covenants, duties or obligations in this Agreement to be performed by Manager or Tenant, as applicable, that in substance is for the benefit of or in favor of Landlord; and (iii) any termination, revocation or modification of any rights or licenses granted by Tenant to Manager under Section 7.1.1 without Landlord's prior written consent, which, in the case of any of clauses (i), (ii), or (iii) above, would reasonably be expected to have a material and adverse effect on either (x) the Managed Facility (taken as a whole with the Non-CPLV Managed Facilities) or (y) Landlord (taken as a whole with the Non-CPLV Landlord), and which failure or event is not cured within thirty (30) days following notice thereof from Landlord to Manager; *provided that*, if: (a) such failure or other breach is not susceptible of cure within a thirty (30) day period and (b) such failure or other breach would not expose Landlord to an imminent and material risk of criminal liability or of material damage to its business reputation, the thirty (30) day cure period shall be extended for such time as is necessary (but in no event longer than ninety (90) days) to cure such failure or other breach so long as Tenant and/or Manager, as applicable, commences to cure such failure or other breach within such thirty (30) day period and thereafter proceeds with reasonable diligence to complete such cure.

#### 16.1.5 Remedies for Event of Default.

16.1.5.1 If any Tenant MLSA Event of Default shall have occurred under Section 16.1.1, Manager shall have the right to exercise against Tenant any rights and remedies available to such Manager under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Tenant that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2.

16.1.5.2 If any Manager Event of Default shall have occurred under Section 16.1.2, Tenant shall have the right to exercise against Manager any rights and remedies available to Tenant under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by Manager that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) no Party shall have the right to terminate this Agreement (in connection with an Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with a Manager Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.1.5.3 If any Lease Guarantor Event of Default shall have occurred under Section 16.1.3, Landlord shall have the right to exercise against Lease Guarantor any rights and remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief), and Landlord shall have no duty to mitigate its claims or damages in the event of any Lease Guarantor Event of Default, and all such rights shall be cumulative (it being understood and agreed by Lease Guarantor that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, that Landlord shall not have the right to terminate this Agreement (in connection with a Lease Guarantor Event of Default or otherwise) except pursuant to the express provisions of Section 16.2. For the avoidance of doubt, it is understood and agreed that Landlord's rights to pursue any of its rights or remedies in respect of a Lease Guarantor Event of Default as set forth in this Section 16.1.5.3 are not subject to or limited by Section 17.2 hereof.

16.1.5.4 If any M/T Event of Default shall have occurred under Section 16.1.4, Landlord shall have the right to exercise against Manager any rights and

remedies available to Landlord under this Agreement, at law or in equity (including the right to seek specific performance and all injunctive and other equitable relief) and all such rights shall be cumulative (it being understood and agreed by the Parties hereto that the remedies at law for each and any such breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived); *provided, however*, (x) Landlord shall not have the right to terminate this Agreement (in connection with an M/T Event of Default or otherwise) except pursuant to the express provisions of Section 16.2, and (y) no Party shall have the right to terminate Manager as Manager (in connection with an M/T Event of Default or otherwise), except as provided in Section 16.2.5, Section 16.2.6, Section 16.2.7 or Section 16.5.

16.2 Termination of this Agreement. The Parties agree that this Agreement and each Party's rights and obligations hereunder (other than such of the rights and obligations that are expressly set forth in this Agreement to survive any termination hereof) shall automatically terminate upon the occurrence of any of the following (*provided, however*, that, notwithstanding any such termination of this Agreement or anything otherwise contained in this Agreement, Lease Guarantor's obligations and liabilities under this Agreement in respect of the Lease Guaranty shall continue unabated and in full force and effect in accordance with the terms of this Agreement, and shall not be terminated, released or reduced in any respect until and unless such obligations and liabilities are explicitly terminated, released or reduced in accordance with and to the extent set forth in Section 17.3.5, all as more fully set forth in Section 17.3.5):

16.2.1 Upon a Casualty, Condemnation or Taking with respect to the Managed Facility. In the event of a Casualty, Condemnation or Taking affecting the Managed Facility with respect to the Leased Property pursuant to which, pursuant to Section 14.2(a), 15.1(a) or 15.1(b) of the Lease, as applicable, the Lease is terminated in its entirety in accordance with, and as more particularly described in, Section 15.1.2(i) or Section 15.2.2(ii) of this Agreement.

16.2.2 [Reserved].

16.2.3 Expiration of the Term. Upon the expiration of the Term of this Agreement pursuant to Section 2.4.1 hereof.

16.2.4 [Reserved].

16.2.5 Consent of the Parties. Upon the express written consent of Tenant, Landlord, Manager and Lease Guarantor, in each case in their respective sole and absolute discretion.

16.2.6 Leasehold Foreclosure with MLSA Termination. Upon the consummation of (a) any Leasehold Foreclosure with MLSA Termination that is made in accordance with Section 13.1.2 of this Agreement or (b) Leasehold Lender obtaining a New Lease pursuant to Section 17.1(f) of the Lease and electing to replace Lease Guarantor with a Qualified Replacement Guarantor (and without limitation, in each case

under clause (a) or clause (b), implemented and consummated in compliance in all respects with all applicable requirements of the Lease, including Section 22.2(i)(1)(A) and Section 22.2(i)(2) through (5) of the Lease (including execution and delivery of a Replacement Guaranty by a Qualified Replacement Guarantor)).

16.2.7 Upon Lease Termination Following a Tenant Lease Event of Default. Except in the case of a Non-Consented Lease Termination (which shall in all events be governed by Article XXI), upon the occurrence of both (a) the Landlord's Enforcement Condition (as such term is defined in the Lease) and (b) the termination of the Lease by Landlord, expressly in writing, as a result of a Tenant Lease Event of Default (which termination may only be effected at Landlord's (or, if applicable, Landlord's Lender's) sole discretion). For the avoidance of doubt, if in connection with such termination Manager is Terminated for Cause, then Section 16.5.2 and Section 17.3.5.4 shall apply.

Notwithstanding anything otherwise contained in this Agreement, (i) all of the obligations of Lease Guarantor hereunder shall continue in full force and effect in accordance with the terms of this Agreement (notwithstanding any termination of this Agreement), except solely as and to the extent set forth in Article XVII, and (ii) in the event of a Non-Consented Lease Termination, the provisions of Article XXI shall apply.

16.3 Actions To Be Taken on Termination of this Agreement or Termination of Manager. Manager and/or Tenant, as applicable, shall (subject to, and except as necessary or appropriate in connection with performing, any continuing functions and obligations under this Agreement or the Transition Services Agreement during any Transition Period) take the following actions upon (i) the expiration or termination of this Agreement pursuant to Section 16.2 (in addition to any rights of any non-defaulting Party to pursue all other remedies available to it under this Agreement if an Event of Default is outstanding at the time of such termination; it being understood nothing in this Section 16.3 shall be construed to limit or vitiate any of Landlord's rights under this Agreement in respect of the Lease Guaranty or any Lease Guarantor Event of Default) and/or (ii) the termination of Manager in accordance with the terms of this Agreement:

16.3.1 Payment of Expenses for Termination. If a Tenant MLSA Event of Default is in effect at the time of termination of this Agreement (including in the event of a Leasehold Foreclosure with MLSA Termination) or termination of Manager in accordance with the terms of this Agreement, all commercially reasonable direct expenses arising as a result of the cessation of Managed Facility operations by Manager (including expenses arising under this Section 16.3) shall be for the sole account of Tenant (except to the extent such expenses result from a Manager Event of Default), and Tenant shall reimburse Manager within fifteen (15) days following receipt of any invoice from Manager for any such expenses, including those arising from or in connection with severing the employment of Managed Facility Personnel not engaged by Tenant in accordance with Section 16.3.9 (with severance benefits calculated in accordance with policies applicable generally to employees of Other Managed Facilities, Other Managed Resorts or any applicable employment agreement or union agreement that had been reflected in the Annual Budget or otherwise approved by Tenant) incurred by Manager in the course of effecting the termination of this Agreement or the termination of Manager, as applicable.

16.3.2 Payment of Amounts Due to Manager. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement, Tenant shall pay to Manager (a) Managed Facility Personnel Costs, (b) other Reimbursable Expenses, (c) the Centralized Services Charges, and (d) any other amounts due to Manager under this Agreement through the effective date of expiration or termination of this Agreement or termination of Manager, as applicable. This obligation is unconditional and shall survive the expiration or termination of this Agreement (including all amounts owed to Manager that are not fully ascertainable as of the expiration or termination date), and Tenant shall not have or exercise any rights of setoff, except to the extent of any outstanding and undisputed payments owed to Tenant by Manager under this Agreement. Any disputes regarding amounts owed to Manager under this Section 16.3.2 shall be referred to the Expert for Expert Resolution pursuant to Article XVIII. In addition, all provisions in this Agreement that specifically survive the expiration or termination of this Agreement shall continue to survive as provided herein and, notwithstanding the limitations contained in this Section 16.3.2, Manager shall continue to have a right to receive any and all payments which would be due and payable in connection with such surviving provisions.

16.3.3 Surrender of Managed Facility; Cooperation. Manager shall peacefully vacate and surrender the Managed Facility to Tenant on the effective date of such expiration or termination of this Agreement or termination of Manager, as applicable, and the Parties shall execute and deliver any expiration or termination or other necessary agreements either Party shall request for the purpose of effecting or evidencing the expiration or termination of this Agreement or the termination of Manager, as applicable, and Manager shall deliver to Tenant all keys, passwords, combinations, and otherwise cooperate and take all such additional actions as Tenant may reasonably request to ensure the orderly transition of Operation of the Managed Facility to Tenant or such Person as Tenant may designate.

16.3.4 Assignment and Transfers to Tenant. Upon the expiration or termination of this Agreement or the termination of Manager in accordance with the terms of this Agreement (giving effect to any Transition Period), Manager shall assign and transfer to Tenant (or Tenant's designee):

16.3.4.1 all leases and contracts to which Manager, Caesars IP Holder or any of their Affiliates is a party (including collective bargaining agreements and pension plans, equipment leases, subleases, licenses and concession agreements and maintenance and service contracts), if any, in effect that relate to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, which are assignable without third party consent or as to which consent to assignment may be and has been obtained without out-of-pocket cost to Manager, and Tenant shall, effective as of the date of such expiration or termination of this Agreement or such termination of Manager, as applicable, assume all liabilities and



obligations thereunder, and Tenant shall confirm its assumption of such liabilities and obligations in writing. To the extent any lease or contract to which Manager, Caesars IP Holder or any of their Affiliates is a party relates to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) but does not relate exclusively to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) as of the date of expiration or termination of this Agreement or termination of Manager, as applicable, Manager (or its applicable Affiliate) shall (i) arrange for assignment and transfer to Tenant of those terms of such agreement that relate solely to the Managed Facility (excluding any Intellectual Property other than Property Specific IP or Property Specific Guest Data) or (ii) enter into an agreement with Tenant that will facilitate the continuous operation of the Managed Facility (including use of the Property Specific IP and Property Specific Guest Data in connection with the Operation thereof) in substantially the same manner as operated prior to the expiration or termination of this Agreement or the termination of Manager, as applicable;

16.3.4.2 all of Manager's right, title and interest in and to all Approvals, including liquor licenses, if any, held by Manager in connection with the Operation of the Managed Facility, but only to the extent such assignment or transfer is permitted under Applicable Law; *provided* that Tenant shall reimburse Manager for any funds Manager has expended in obtaining any such Approvals (if not otherwise paid or reimbursed by Tenant). In addition, if Manager or any Affiliate of Manager is the holder of any liquor license for the Managed Facility which is not assignable to Tenant or its designee upon termination of this Agreement or upon termination of Manager, as applicable, then, upon the request of Tenant, Manager (or such Affiliate) shall enter into a temporary lease, license or such other agreement as may be permitted under Applicable Law to permit the continuous and uninterrupted sale of alcoholic beverages at the Managed Facility consistent with prior operations. In such event, Manager (or its Affiliate, if applicable) shall not be entitled to compensation in connection with such arrangement, but shall not incur any cost or liability in connection therewith and shall be named as an additional insured on any "dramshop" or other liability insurance pertaining to the sale of alcoholic beverages at the Managed Facility. Any such temporary lease, license or other arrangement shall include an indemnification of Manager and its Affiliates from Tenant and shall provide for the termination of all obligations of Manager and its Affiliates thereunder within one hundred twenty (120) days following the date of termination of this Agreement or termination of Manager, as applicable. In addition, to the extent permitted under Applicable Law, any other permits or licenses that may not be assigned to Tenant shall be maintained by Manager for Tenant's benefit at Tenant's cost and expense until such time (but no later than one hundred twenty (120) days following the termination of this Agreement) as Tenant may secure permits and licenses in its own name, subject to Tenant's provision of an indemnification of Manager and its Affiliates from Tenant; and

16.3.4.3 all books and records of the Managed Facility (but excluding any Manager Confidential Information); *provided* that Manager may retain one or more archival copies of such books and records for Manager's independent use.

16.3.5 Bookings and Reservations. Tenant shall honor, and shall cause any successor manager to honor, all business confirmed for the Managed Facility with reservations (including reservations made by Manager pursuant to Manager's other promotional programs) dated after the effective date of the expiration or termination of this Agreement or the termination of Manager, as applicable, in accordance with such bookings as accepted by Manager, to the extent accepted by Manager prior to such effective date in accordance with this Agreement. Manager shall transfer to Tenant and will assume responsibility for all advance deposits received by Manager for the Managed Facility.

16.3.6 Bank Accounts; Receivables. On the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall disburse all of Tenant's funds or other funds generated by the Managed Facility in the Bank Accounts to Tenant. All receivables of the Managed Facility outstanding as of the effective date of termination or expiration of this Agreement or termination of Manager, as applicable, shall continue to be the property of Tenant. Manager will turn over to Tenant any receivables collected directly by Manager after the effective date of termination or expiration of this Agreement or termination of Manager, as applicable.

16.3.7 Final Accounting. Within thirty (30) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Manager shall render a full accounting to Tenant (including all statements and reports in the forms required herein) for the final month ending on the date of expiration or termination of this Agreement or termination of Manager, as applicable. At the request of Tenant, Manager shall cause to be prepared and delivered to Tenant within ninety (90) days following the expiration or termination of this Agreement or the termination of Manager, as applicable, Certified Financial Statements for the final Operating Year, containing the reports and other items and prepared on the same basis as under Section 10.3. The cost of preparing the Certified Financial Statements pursuant to this Section 16.3.7 shall be an Operating Expense attributable to the final Operating Year. The final Certified Financial Statements delivered pursuant to this Section 16.3.7, and all information contained therein, shall be binding and conclusive on Tenant and Manager unless, within sixty (60) days following the delivery thereof, either Tenant or Manager shall deliver to the other Party written notice of its objection thereto setting forth in reasonable detail the nature of such objection. If Tenant and Manager are unable thereafter to resolve any disputes between them with respect to the matters set forth in the final Certified Financial Statements within sixty (60) days after delivery by either Tenant or Manager of the aforesaid written notice, either Tenant or Manager shall have the right to cause such dispute to be resolved by Expert Resolution in accordance with the provisions of Article XVIII.

16.3.8 Managed Facility Personnel. From and after the expiration or termination of this Agreement (i) the Managed Facility Personnel and any employees of Manager shall not be restrained by this Agreement in making their own decision as to whether to be employed by Tenant, Manager or their respective Affiliates, (ii) Tenant and Manager shall waive any non-compete, non-solicitation and restrictive covenant agreements and arrangements with such Managed Facility Personnel and any employees

of Manager, as applicable, and (iii) Manager and its Affiliates may employ any of the Senior Executive Personnel or any other Managed Facility Personnel who desire employment with Manager or its Affiliates and who Tenant does not employ. Manager shall make reasonably available to Tenant from time to time during the Transition Period any Managed Facility Personnel employed by Manager or its Affiliates to answer questions that Tenant may have regarding the Managed Facility.

16.3.9 Transition Period. Notwithstanding anything otherwise contained in this Agreement (and notwithstanding any expiration or termination of this Agreement pursuant to Sections 16.2.1 through 16.2.7 hereof), during the continuance of any Transition Period, Manager shall continue to manage the Managed Facility in accordance with the Transition Services Agreement and, to the extent not otherwise inconsistent with the Transition Services Agreement, all of the other applicable provisions, terms and conditions of this Agreement pertaining to the management of the Managed Facility (including, without limitation, the Operating Standard as set forth herein), and all such provisions, terms and conditions hereof (and all related obligations of the Parties) shall continue to survive as necessary to effectuate such continuing management functions, and as necessary so that each Party may exercise all such rights and remedies as are available to it under this Agreement in respect of such continuing management functions, including in respect of any Event of Default occurring during the term of any such Transition Period. Without limitation of the preceding sentence, Lease Guarantor shall remain obligated in respect of any and all Guaranteed Obligations accruing during the term of any Transition Period, as and to the extent provided in Article XVII below.

16.3.10 Survival. This Section 16.3 shall survive the expiration or termination of this Agreement.

16.4 [Intentionally Omitted]

16.5 Termination of Manager.

16.5.1 General. The Parties agree that, except as provided in Section 16.2 and Section 16.5.2, Manager may not be terminated as Manager hereunder for any reason (including in the case of a rejection of this Agreement in any bankruptcy, insolvency or dissolution proceedings) unless the termination of Manager as Manager hereunder is expressly consented to in writing by (x) Landlord, in its sole and absolute discretion, and (y) Lease Guarantor, in its sole and absolute discretion. If Manager is terminated for any reason other than as provided in the preceding sentence, then such termination shall be null and void and Manager will continue to manage in accordance with the terms of this Agreement; *provided* that, for the avoidance of doubt, if such termination is in connection with events constituting a Non-Consented Lease Termination, then such termination shall be treated as a Non-Consented Lease Termination and the provisions of Article XXI hereof shall apply.

16.5.2 Termination for Cause. The Parties acknowledge and agree that Manager may be Terminated for Cause by Landlord expressly and in writing in

accordance with the definition of “Terminated for Cause”. In the event that Manager is so Terminated for Cause by Landlord, Landlord may cause Tenant to engage a replacement manager that is identified by and acceptable to Landlord, on such provisions, terms and conditions as are reasonably acceptable to Landlord, Tenant and such replacement manager, including with respect to use of real property, intellectual property rights and other assets on or in connection with the Managed Facility, in each case in Landlord’s reasonable discretion, and, for the avoidance of doubt, the Lease Guaranty and all related provisions, terms and conditions of this Agreement shall remain in full force and effect as provided in Section 17.3.5.4 hereof; *provided* that, if a replacement manager is not so engaged within one (1) year from the date of Manager’s termination as set forth in the definition of “Terminated for Cause”, Lease Guarantor shall have the right to cause Tenant to engage a replacement manager that is identified by Lease Guarantor, subject to approval by Landlord (such approval not to be unreasonably withheld), on substantially the same terms and conditions as are specified in this Agreement (or in the case of a replacement manager that is not an Affiliate of Tenant, such other terms and conditions that are reasonably satisfactory to Lease Guarantor and Landlord). No such replacement manager identified by Landlord shall be a Tenant Prohibited Person or a Lease Guarantor Prohibited Person and no such replacement manager identified by Lease Guarantor shall be a Landlord Prohibited Person.

## ARTICLE XVII

### LEASE GUARANTY

17.1 Guaranteed Obligations. Subject to Section 17.2.1.2 and Section 17.2.2.2, Lease Guarantor hereby unconditionally and irrevocably guarantees to Landlord, as primary obligor and not merely as surety, the prompt and complete payment and performance in full in cash of, without duplication, (i) all monetary obligations of Tenant under the Lease (and, without duplication, all monetary obligations of the tenant under any New Lease obtained pursuant to and in accordance with Section 17.1(f) of the Lease in connection with which the applicable Leasehold Lender has elected to retain CEC as Lease Guarantor and proceed in accordance with Section 22.2(i)(1)(B) of the Lease) of any nature (including, without limitation, during any Transition Period), including, without limitation, (x) Tenant’s rent and other payment obligations of any nature under the Lease (including all Rent and Additional Charges (as each such term is defined in the Lease)), (y) Tenant’s obligation to expend the Required Capital Expenditures (as defined in the Lease) in accordance with the Lease and any other expenditures required of Tenant by the terms of the Lease and (z) Tenant’s obligation to pay monetary damages in connection with any breach of the Lease and to pay indemnification obligations in each case as provided under the Lease, (ii) all Guaranty Termination Obligations (without duplication of amounts otherwise already included under clause (i)) and (iii) any sums payable to Landlord pursuant to Section 17.2.4 hereof (clauses (i), (ii) and (iii) collectively, the “**Guaranteed Obligations**”), in each case including (a) amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or similar laws and (b) any late charges and interest provided for under the Lease (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not a claim for such interest is allowed or allowable in such proceeding). Lease Guarantor shall be jointly and severally liable with Tenant for the payment and performance of the Guaranteed Obligations. For the avoidance of doubt, although as a matter of process and procedure, Section 17.2 hereof sets forth a process by which Landlord may issue notice to

Lease Guarantor in respect of certain Guaranteed Obligations, such process is not intended to be a predicate to the existence or accrual of Lease Guarantor's liability for any of the Guaranteed Obligations, it being understood that all of Lease Guarantor's obligations hereunder in respect of the Guaranteed Obligations are unconditional and irrevocable in all respects, irrespective of whether the process set forth in Section 17.2 has been commenced, completed or otherwise satisfied (but, in each case, subject to the terms and conditions of this Agreement, including the occurrence of any Guaranty Release Date).

17.2 Notice and Guaranty Payment Process.

17.2.1 Guaranteed Obligations Other Than Guaranty Termination Obligations and Enforcement Costs.

17.2.1.1 Lease Guarantor shall have no obligation to make any payment in respect of any Guaranteed Obligations (other than Guaranty Termination Obligations and any sums payable to Landlord pursuant to Section 17.2.4 hereof) unless and until Lease Guarantor receives notice in respect thereof from Landlord in accordance with this Section 17.2.1.1, it being understood, however, that as provided in Section 17.1, Landlord's failure to deliver any notice shall not prevent or otherwise affect the existence or accrual of any Guaranteed Obligations. Landlord may give Lease Guarantor written notice of any event or circumstance that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default concurrently with notice to Tenant thereof, or at any time thereafter, which notice to Lease Guarantor shall specify in reasonable detail such actual or alleged event or circumstance and the payment amount or other relief demanded (each such notice to Lease Guarantor, a "**Lease Guaranty Claim**"). Lease Guarantor shall pay to Landlord, in full in cash, the amount of Guaranteed Obligations that are owed as may be specified in the applicable Lease Guaranty Claim immediately upon the occurrence of all of the following: (1) the event or circumstance set forth in the applicable Lease Guaranty Claim shall be a Tenant Lease Event of Default that is continuing, (2) with respect to any failure by Tenant to satisfy a monetary obligation that, with or without the passage of time or the giving of notice, is or would become a Tenant Lease Event of Default (each, a "**Monetary Tenant Default**"), Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Lease Guarantor's receipt of the applicable Lease Guaranty Claim, and (3) with respect to any Monetary Tenant Default, Tenant or Lease Guarantor shall have failed to satisfy or cure such failure in full on or prior to the date that is five (5) Business Days after Tenant's deadline under the Lease (giving effect to any applicable notice and cure periods available to Tenant under the Lease, unless, at the time the applicable Lease Guaranty Claim is made, another Lease Guaranty Claim has been made and remains outstanding); *provided* that no Lease Guaranty Claim shall be required to be delivered other than with respect to Guaranteed Obligations described in clause (i) of Section 17.1; and *provided, further*, that the provisions of this Section 17.2.1 are not intended to expand in any way the definition or scope of the Guaranteed Obligations.

17.2.1.2 Notwithstanding any provision herein to the contrary, (1) except as provided in the succeeding clauses (2) and (3), in respect of any Guaranteed Obligations under clause (i) of Section 17.1 hereof that are owed and properly set forth in any applicable Lease Guaranty Claim, Lease Guarantor shall be required to pay eighty percent (80%), but not more than eighty percent (80%), of such Guaranteed Obligations (*provided* that, following payment of such eighty percent (80%) of such Guaranteed Obligations, Landlord shall not be permitted to make any Lease Guaranty Claim against Lease Guarantor with respect to the remaining twenty percent (20%) of such Guaranteed Obligations set forth in the applicable Lease Guaranty Claim); (2) for avoidance of doubt, the preceding clause (1) is not intended to, and shall not be deemed to, change, modify or reduce the “Guaranteed Obligations” (as such term is defined in the Non-CPLV MLSA) or otherwise vitiate or supersede any of the provisions, terms, and conditions of the Non-CPLV MLSA (including, without limitation, the obligations of “Lease Guarantor” (as such term is defined in the Non-CPLV MLSA) in respect of the “Guaranteed Obligations” (as defined in the Non-CPLV MLSA) in respect of the “Required Capital Expenditures” (as defined in the Non-CPLV Lease) under the Non-CPLV Lease); and (3) the preceding clause (1) shall not apply with respect to any Guaranteed Obligations in respect of Required Capital Expenditures under the Lease.

#### 17.2.2 Guaranty Termination Obligations.

17.2.2.1 Guaranteed Obligations comprising Guaranty Termination Obligations shall not be subject to the process described in Section 17.2.1. Instead (subject to the final two (2) sentences of this Section 17.2.2.1), Lease Guarantor shall pay to Landlord, in full in cash, any and all known or demanded Guaranty Termination Obligations immediately following the Guaranty Release Date. Lease Guarantor acknowledges and agrees that the full extent of all of the Guaranty Termination Obligations may not be known or demanded as of the Guaranty Release Date. Accordingly, to the extent that any amount of any portion of the Guaranty Termination Obligations is either not known or not demanded by Landlord as of the Guaranty Release Date, then Lease Guarantor shall pay to Landlord all of such portion of the Guaranty Termination Obligations, in full in cash, promptly upon subsequent demand by Landlord for such Guaranty Termination Obligations, and the failure or delay of Landlord to demand such payment shall not be a waiver of any right of Landlord to receive the Guaranty Termination Obligations in full.

17.2.2.2 Notwithstanding any provision herein to the contrary, (1) except as provided in the succeeding clauses (2) and (3), in respect of any Guaranty Termination Obligations properly set forth in any demand delivered pursuant to Section 17.2.2.1 hereof, Lease Guarantor shall be required to pay eighty percent (80%), but not more than eighty (80%), of such Guaranty Termination Obligations (*provided* that, following payment of such eighty percent (80%) of such Guaranty Termination Obligations, Landlord shall not be permitted to make any demand against Lease Guarantor with respect to the remaining twenty percent (20%) of such Guaranty Termination Obligations set forth in the applicable demand), (2) for avoidance of doubt, the preceding clause (1) is not intended to, and shall not be deemed to, change, modify or reduce the “Guaranty Termination Obligations” (as such term is defined in the Non-

CPLV MLSA) or otherwise vitiate or supersede any of the provisions, terms, and conditions of the Non-CPLV MLSA (including, without limitation, the obligations of “Lease Guarantor” (as such term is defined in the Non-CPLV MLSA) in respect of the “Guaranty Termination Obligations” (as defined in the Non-CPLV MLSA) in respect of “Required Capital Expenditures” (as defined in the Non-CPLV Lease) under the Non-CPLV Lease); (3) the preceding clause (1) shall not apply with respect to any Guaranty Termination Obligations (x) to the extent relating to Required Capital Expenditures under the Lease or (y) to the extent relating to Guaranteed Obligations under clause (iii) of Section 17.1.

17.2.3 Interest. If all or any part of any Guaranteed Obligation shall not be paid on or prior to Lease Guarantor’s deadline to so do as provided in this Section 17.2, Lease Guarantor shall pay, immediately upon demand by Landlord, and without presentment, protest, or notice (each of which is hereby waived by Lease Guarantor to the extent permitted by Applicable Law), in addition to such Guaranteed Obligation, but without duplication of any interest accruing on such amounts pursuant to the Lease and otherwise payable as a Guaranteed Obligation (and without interest accruing on any interest), interest on the amount of such Guaranteed Obligation (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) at a rate equal to the lesser of (i) five percentage points above the Prime Rate and (ii) the highest rate permitted by Applicable Law, accruing from the date of Lease Guarantor’s deadline by which to make such payment under this Section 17.2.

17.2.4 Enforcement Costs. If Landlord or Lease Guarantor brings an action or other proceeding against the other to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party substantially prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and reasonable documented outside attorneys’ fees incurred therein.

### 17.3 Guaranty Provisions.

#### 17.3.1 Nature of Lease Guaranty.

17.3.1.1 Until such time as Lease Guarantor has paid in full in cash all of the Guaranteed Obligations, including any and all Guaranty Termination Obligations, Lease Guarantor shall continue to be liable under the Lease Guaranty (except solely if and to the extent expressly provided in Section 17.3.5 below). Lease Guarantor agrees that the Guaranteed Obligations (A) shall not be released, diminished, impaired, reduced or adversely affected by any of the following, whether or not notice thereof is given to Lease Guarantor (in each case subject to the final sentence of this Section 17.3.1.1): (i) any agreement or stipulation between Landlord and Tenant extending the time of performance under, or any other agreement, amendment, modification, supplement or other instrument modifying any of the terms, covenants or conditions contained in, the Lease; (ii) any renewal or extension of the Lease pursuant to an option granted in the Lease, if any; (iii) any waiver by Landlord, or failure of Landlord

to enforce, any of the terms, covenants or conditions contained in the Lease or any of the terms, covenants or conditions contained in any modifications thereof; (iv) any assignment of the Lease, or any subletting or subsubletting of, or any other occupancy arrangements in respect of, all or any part of the Managed Facility; (v) any release, waiver, consent, indulgence, forbearance or other action, inaction or omission by Landlord or otherwise under or in respect of the Lease or any other instrument or agreement; (vi) any change in the corporate existence, structure or ownership of, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting, Tenant, Landlord or any other Party or their respective successors or assigns or any of their respective Affiliates or any of their respective assets, or any actual or attempted rejection, assumption, assignment, separation, severance, or recharacterization of the Lease or any portion thereof, or any discharge of liability thereunder, in connection with any such proceeding or otherwise; (vii) any other defenses, other than a defense of payment or performance in full, as the case may be, of the Guaranteed Obligations; (viii) the existence of any claim, setoff, counterclaim, defense or other rights that may be at any time be available to, or asserted by, Lease Guarantor or Tenant against Landlord, whether in connection with the Lease, the Guaranteed Obligations or otherwise; (ix) any breach by (or any act or omission of any nature of) Landlord under the Lease; (x) (except if Article XXI requires implementation of a Replacement Structure, and such Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with Article XXI, solely to the extent expressly provided in Section 21.3) any breach by (or any act or omission of any nature of) Landlord under this Agreement or any of the other Lease/MLSA Related Agreements; (xi) any law or statute that may operate to cap, limit, or otherwise restrict the claims of a lessor of real property, including, but not limited to, Section 502(b)(6) of the Bankruptcy Code; (xii) the integration of the Lease Guaranty together with the other components of this Agreement (as opposed to the Lease Guaranty having been made by Lease Guarantor as an independent, standalone instrument); (xiii) any default, failure or delay, willful or otherwise, in the performance of the obligations of Tenant under the Lease; (xiv) the failure of Landlord to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of this Agreement, the Lease or otherwise; (xv) the invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligations, or any document or agreement executed in connection with the Guaranteed Obligations (including the Lease) for any reason whatsoever (subject, in each case, to Section 17.3.5 and Article XXI of this Agreement); and/or (xvi) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the obligations of Tenant under the Lease or any existence of or reliance on any representation by Landlord that might vary the risk of Lease Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Lease Guarantor or any other guarantor or surety and (B) are in no way conditioned or contingent upon any attempts to collect or any other condition or contingency. Notwithstanding anything set forth in this Agreement or the Lease to the contrary, Lease Guarantor shall not be subject to (and the Lease Guaranty will not be applicable with respect to) any amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder or, subject to Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof,



that is otherwise adverse to the rights of Tenant and/or Lease Guarantor, unless Lease Guarantor shall have expressly consented thereto in writing (in its sole and absolute discretion); *provided, however*, that Lease Guarantor shall, in all events, remain liable for (and the Lease Guaranty will be applicable with respect to) any and all Guaranteed Obligations that would exist without giving effect to any such amendment, waiver, consent, supplement or other modification of the terms of the Lease that increases Tenant's monetary obligations thereunder; *provided, further, however*, for the avoidance of doubt, that nothing in this sentence is intended to vitiate or supersede Section 17.3.1.8, Section 17.3.1.9 and Section 17.3.1.10 hereof.

17.3.1.2 Subject to Section 17.3.5, the liability of Lease Guarantor under the Lease Guaranty shall be an absolute, direct, immediate, continuing and unconditional guaranty of payment and performance and not of collectability, may not be revoked by Lease Guarantor and shall continue to be effective with respect to all of the Guaranteed Obligations notwithstanding any attempted revocation by Lease Guarantor and shall not be conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or any other documents or instruments relating to the Guaranteed Obligations, including any Party's lack of authority or lawful right to enter into such document on such Party's behalf, or the pursuit by Landlord of any remedies Landlord may have. Without limiting the generality of the foregoing, the liability of Lease Guarantor under the Lease Guaranty shall be unaffected by (a) the absence of any action to enforce the Lease Guaranty, any other obligation of Lease Guarantor hereunder, the Lease or any other instrument or agreement, or the waiver or consent by Landlord with respect to any of the provisions of any of them; or (b) the existence, value, or condition of any security for the Guaranteed Obligations or any action, or the absence of any action, by Landlord in respect thereof (including, without limitation, the release of any such security).

17.3.1.3 Subject to Section 17.3.5, the Lease Guaranty is a continuing guaranty and shall remain in effect until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash in accordance with the terms of the Lease.

17.3.1.4 In the event that all or any portion of the Guaranteed Obligations are paid by Tenant or Lease Guarantor, the Guaranteed Obligations of Lease Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or for any other reason. Any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes under the Lease Guaranty.

17.3.1.5 The Lease Guaranty shall continue in full force and be binding upon Lease Guarantor, its successors and assigns, in accordance with its terms. Lease Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the Guaranteed Obligations.

17.3.1.6 The Lease Guaranty shall inure to the benefit of Landlord and its permitted successors and assigns, including any Landlord's Lender to which the Lease has been assigned and its permitted successors and assigns.

17.3.1.7 Lease Guarantor, at its expense, during the Term shall take such commercially reasonable actions as may be reasonably required to obtain and maintain such required approvals or authorizations from the applicable Governmental Authorities to permit Lease Guarantor to guarantee the Guaranteed Obligations hereunder.

17.3.1.8 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that in connection with the implementation of a Leasehold Foreclosure with MLSA Assumption, this Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of the equity in Tenant, (ii) any other exercise of remedies by the applicable Leasehold Lender, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager, on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) any changes or modifications with respect to the Lease of any nature in connection with such Leasehold Foreclosure with MLSA Assumption pursuant to and contemplated by the third to last paragraph of Section 22.2 of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.8 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.9 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that if a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease, then, in any such event, this Agreement (including the Lease Guaranty) shall remain in full force and effect and Lease Guarantor shall be obligated in all respects under the Lease Guaranty without any termination, reduction, impairment or reduction whatsoever, irrespective of whether any of the following shall have occurred (whether or not notice thereof is given to Lease Guarantor) (in each and any such case, irrespective of whether Lease Guarantor shall execute an affirmation or reaffirmation of its obligations under the Lease Guaranty, or otherwise affirm or reaffirm its obligations hereunder in connection therewith): (i) any foreclosure or such other termination of Tenant's interest in the Lease or of any or all of

the equity in Tenant or any other exercise of remedies by the applicable Leasehold Lender, (ii) any termination of the Lease, (iii) any changes in the nature of the relationship between Tenant, on the one hand, and Lease Guarantor and Manager on the other hand, including by reason of the replacement of Tenant with a Qualified Transferee (as defined in the Lease) that is unrelated to Lease Guarantor or Manager, or (iv) the entry into the New Lease on the terms and conditions contemplated under Section 17.1(f) of the Lease. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS OBLIGATIONS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.9 ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.1.10 Without limitation of any of the other provisions, terms, and conditions hereof, Lease Guarantor expressly acknowledges and agrees that Lease Guarantor shall, at the request of Landlord, affirm or reaffirm in writing all of its obligations under this Agreement including as Lease Guarantor in respect of the Lease or any New Lease, as applicable, upon the occurrence of any of the following: (i) Lease Foreclosure Transaction in accordance with Section 22.2(i) of the Lease in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease (provided that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); (ii) the assumption by any Person (including a Person that is unrelated to Manager or Lease Guarantor) of Tenant's rights and obligations under the Lease in connection with any such Lease Foreclosure Transaction (provided that no amendments or modifications are made to the Lease in connection therewith other than pursuant to and as contemplated by the third to last paragraph of Section 22.2 of the Lease); or (iii) the execution of any New Lease by any Person (including a Person that is unrelated to Manager or Lease Guarantor) in accordance with Section 17.1(f) of the Lease, in connection with which the applicable Leasehold Lender has elected to proceed in accordance with Section 22.2(i)(1)(B) of the Lease. Lease Guarantor expressly acknowledges and agrees that Lease Guarantor's failure to so reaffirm in a writing reasonably acceptable to Landlord all of its obligations under this Agreement within five (5) days of a request from Landlord shall be an immediate Lease Guarantor Event of Default. In addition, and without limitation of anything otherwise contained in this Agreement, Lease Guarantor acknowledges it has executed and delivered to Landlord that certain Indemnity Agreement, Power of Attorney and Related Covenants (Joliet), pursuant to which, among other things, Lease Guarantor has appointed Landlord as its attorney-in-fact with full power in Lease Guarantor's name and behalf to execute and deliver at any time an affirmation or reaffirmation of this Agreement, including as to the Lease Guaranty. **LEASE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY CONTENTION THAT ITS AGREEMENTS UNDER THIS AGREEMENT AS PROVIDED IN THIS SECTION 17.3.1.10 OR THE POWER OF ATTORNEY GRANTED PURSUANT TO THE AFORESAID INDEMNITY AGREEMENT, POWER OF ATTORNEY AND RELATED COVENANTS (JOLIET) ARE UNENFORCEABLE, AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED TO ASSERT TO THE CONTRARY.**

17.3.2 Subrogation. Until all of the Guaranteed Obligations shall have been irrevocably paid in full in cash, Lease Guarantor shall withhold exercise of (a) any rights of reimbursement, indemnity or subrogation against Tenant arising from any

payment of Guaranteed Obligations by Lease Guarantor, (b) any right of contribution Lease Guarantor may have against any other Person that is liable under the Lease arising from such payment or otherwise in connection with the Lease or this Agreement, (c) any right to enforce any remedy which Lease Guarantor now has or may hereafter have against Tenant or Manager or (d) any benefit of, and any right to participate in, any security now or hereafter held by Landlord in respect of the Lease. Lease Guarantor further agrees that any rights of reimbursement, indemnity or subrogation Lease Guarantor may have against Tenant or against any collateral or security, and any rights of contribution Lease Guarantor may have against any other Person, in connection with any payment of Guaranteed Obligations or otherwise under this Agreement or the Lease by Lease Guarantor shall be junior and subordinate to any rights Landlord may have against Tenant or any such other Person, to all right, title and interest Landlord may have in any such collateral or security, and to any rights Landlord may have against Tenant or any such other Person. If any amount shall be paid to Lease Guarantor on account of any such reimbursement, indemnity, subrogation or contribution rights at any time prior to the Guaranty Covenant Termination Date, such amount shall be held in trust for Landlord and shall forthwith be paid over to Landlord to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Lease or any applicable security agreement. In addition, any indebtedness of Tenant now or hereafter held by Lease Guarantor is hereby subordinated in right of payment to the prior irrevocable payment in full in cash of the Guaranteed Obligations; *provided* that, the foregoing notwithstanding, Tenant may make payments with respect to such indebtedness unless (A) a Tenant Lease Event of Default has occurred and is continuing or (B) any monetary default by Tenant under the Lease has occurred and is continuing with respect to which Landlord has delivered to Lease Guarantor a Lease Guaranty Claim or otherwise delivered written notice to Tenant or Lease Guarantor.

#### 17.3.3 Enforcement.

17.3.3.1 The obligations of Lease Guarantor hereunder are independent of the obligations of Tenant under the Lease. The Lease Guaranty may be enforced by Landlord without the necessity at any time of resorting to or exhausting any other security (such as, for example, any security deposit of Tenant held by Landlord) or collateral and without the necessity at any time of having recourse to the remedy provisions of the Lease (such as, for example, terminating the Lease) or otherwise, and Lease Guarantor hereby expressly waives the right to require Landlord to proceed against Tenant or any other Person, to exercise its rights and remedies under the Lease, or to pursue any other remedy whatsoever against any Person, security or collateral or enforce any other right at law or in equity. Without limitation of the generality of the foregoing, it shall not be necessary for Landlord (and Lease Guarantor hereby waives any rights which it may have to require Landlord), in order to enforce any Guaranteed Obligation against Lease Guarantor, first to institute suit or exhaust its remedies against any other Person, security or collateral or resort to any other means of obtaining payment of any Guaranteed Obligation. Nothing herein shall prevent Landlord from suing any Person to enforce the terms of the Lease or from exercising any other rights available to Landlord under the Lease or any other instrument or agreement, and the exercise of any of the aforesaid rights shall not affect the obligations of Lease Guarantor hereunder. Lease

Guarantor understands that the exercise, or any forbearance from exercising, by Landlord of certain rights and remedies contained in the Lease may affect or eliminate Lease Guarantor's right of subrogation against Tenant and that Lease Guarantor may therefore incur liability hereunder that is not subject to reimbursement; nevertheless Lease Guarantor hereby authorizes and empowers Landlord to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Lease Guarantor that its Guaranteed Obligations hereunder shall be absolute, independent and unconditional, in each case in accordance with its terms hereunder.

17.3.3.2 No failure or delay on the part of Landlord in exercising any right, power or privilege under the Lease Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.3.3.3 It is understood that Landlord, without impairing the Lease Guaranty, may, subject to the terms of the Lease, apply payments from Tenant or from any reletting of the Leased Property upon a default by Tenant or from or in connection with any exercise of rights or remedies, to any due and unpaid rent or other charges or to such other Guaranteed Obligations owed by Tenant to Landlord pursuant to the Lease in such amounts and in such order as Landlord, in its sole and absolute discretion, determines; *provided* that any amount so paid and applied reduces the aggregate outstanding liabilities of Tenant under the Lease by such amount as required under the Lease.

#### 17.3.4 Waivers and Other Acknowledgments.

17.3.4.1 Subject to Section 17.2 above, Lease Guarantor hereby waives (i) diligence, presentment, demand of payment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor with respect to any of the Guaranteed Obligations and this Agreement and any requirement that Landlord protect any property related thereto, (ii) all notices to Lease Guarantor, Tenant or any other person (whether of nonpayment, termination, acceptance of the Lease Guaranty, default under the Lease, loans or defaults under loans, assignment or sublease, sale of the Leased Property, changes in ownership of Landlord or Tenant, or any other matters relating to the Lease, the Leased Property or related matters, whether or not referred to herein, and including any and all notices of the creation, renewal, extension, modification or accrual of any Guaranteed Obligations arising under the Lease) in connection with or related to a claim under the Lease Guaranty, (iii) all demands whatsoever in respect of a claim under the Lease Guaranty, (iv) any requirement of diligence or promptness on Landlord's part in the enforcement of its rights under the provisions of the Lease Guaranty and this Agreement, (v) any defense to the obligation to make any payments required under the Lease Guaranty (vi) any defense based upon an election of remedies by Landlord, (vii) any defense based on any right of set-off or recoupment or counterclaim against or in respect of the obligations of Lease Guarantor hereunder, and (viii) notice of adverse change in Tenant's financial condition, or any other fact that might materially increase

the risk to Lease Guarantor with respect to any of the Guaranteed Obligations. Notice or demand given to Lease Guarantor in any instance will not entitle Lease Guarantor to notice or demand in similar or other circumstances nor constitute Landlord's waiver of its right to take any future action in any circumstance without notice or demand. Lease Guarantor agrees that its Guaranteed Obligations hereunder shall not be affected by any circumstances which might otherwise constitute a legal or equitable discharge of a guarantor or surety. Lease Guarantor agrees that (other than during a Section 5.9.1(c) Period) it shall be collaterally estopped from contesting, and shall be bound conclusively in any subsequent action, in any jurisdiction, by the judgment in any action by Landlord against Tenant in connection with the Lease or any other Lease/MLSA Related Agreement (wherever instituted) as if Lease Guarantor were a party to such action even if not so joined as a party unless Lease Guarantor attempted to join such action and was not permitted to do so by Landlord.

17.3.4.2 Lease Guarantor hereby waives, and agrees that it shall not at any time insist upon, plead, or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshalling of assets, or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent, or otherwise affect the performance by Lease Guarantor of its obligations under, or the enforcement by Landlord of, the Lease Guaranty. Lease Guarantor represents, warrants, and agrees that, as of the date of this Agreement, its obligations under this Lease Guaranty are not subject to any offsets or defenses against Landlord or Tenant of any kind. Lease Guarantor further agrees that its obligations under this Lease Guaranty shall not be subject to any counterclaims (to the fullest extent permitted under Applicable Law), offsets, or defenses (except the defense of actual payment or performance) against Landlord or against Tenant of any kind which may arise in the future.

17.3.4.3 Lease Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of Tenant, and of any and all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that Lease Guarantor assumes and incurs hereunder, and agrees that Landlord shall not have any duty to advise Lease Guarantor of any information known to Landlord (or otherwise) regarding such circumstances or risks.

#### 17.3.5 Lease Guarantor Release.

17.3.5.1 Notwithstanding anything else contained in this Agreement, the obligations and liabilities of Lease Guarantor hereunder shall not terminate, be released or be reduced in any respect (including if this Agreement is terminated for any reason) except as expressly set forth in this Section 17.3.5.

17.3.5.2 Subject to the remaining provisions of this Section 17.3.5 and Section 17.3.1.4, the liability of Lease Guarantor in respect of the Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) shall automatically terminate, and Lease Guarantor shall be automatically released from its

obligations under this Agreement including its obligation to pay any Guaranteed Obligations (other than with respect to any Guaranty Termination Obligations) to Landlord (the date upon which a release as described in this sentence occurs is referred to in this Agreement as the “**Guaranty Release Date**”) (i) upon the occurrence of the expiration or termination of this Agreement in accordance with the express provisions of Section 16.2; (ii) upon the effectuation of the Replacement Structure and execution and effectiveness of a Replacement MLSA in accordance with the express provisions of Section 21.1, following a Non-Consented Lease Termination; (iii) if, following a Non-Consented Lease Termination, (x) Landlord or any Landlord’s Lender, as applicable, elects in writing that the Replacement Structure shall not occur or (y) the Replacement Structure does not occur as a direct and proximate result of Landlord’s acts or failure to act in accordance with Article XXI, in each case, solely to the extent expressly provided in Section 21.3; or (iv) if (x) Manager shall be terminated for Cause by Landlord expressly and in writing and (y) an arbitrator in a Cause Arbitration under clause (1) of the definition of “Terminated for Cause” subsequently determines that Cause did not exist for termination of Manager thereunder (it being understood that in the case of this clause (iv), the Guaranty Release Date shall be deemed to be the date of Manager’s termination as set forth in clause (1) of the definition of “Terminated for Cause”). For the avoidance of doubt, except as expressly set forth in this Section 17.3.5.2, the termination of this Agreement for any reason shall not result in the termination, release or reduction of Lease Guarantor’s obligations or liabilities under this Agreement in any respect.

17.3.5.3 In connection with any release occurring on the Guaranty Release Date as described in Section 17.3.5.2, Landlord shall take such action and execute any such documents as may be reasonably requested by Lease Guarantor to evidence such release.

17.3.5.4 Notwithstanding the foregoing provisions of this Section 17.3.5 or anything else otherwise set forth in this Agreement, (i) in the event that Manager is Terminated for Cause, then, except as set forth in Section 17.3.5.2(iv), this Agreement shall not terminate with respect to Lease Guarantor in any respect (and Lease Guarantor shall not be released from any obligation or liability in respect of any aspect of the Guaranteed Obligations) and Lease Guarantor’s obligations shall remain in full force and effect in accordance with (and subject to) the terms of this Agreement, (ii) during any Transition Period, the obligations of Lease Guarantor, Tenant, Manager and Landlord hereunder shall continue in all respects for the duration of such Transition Period in accordance with (and subject to) the terms of this Agreement (it being understood that, in such event, Manager shall continue to act as manager pursuant to the provisions, terms and conditions of this Agreement and the Transition Services Agreement in accordance with Section 16.3.9 hereof), and (iii) in the event of a Non-Consented Lease Termination, the obligations of Lease Guarantor and the other Parties hereunder shall be governed by Article XXI.

17.3.5.5 [Reserved]

17.3.5.6 Notwithstanding anything contained in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without intending to vitiate, limit or supersede Section 1.3 hereof), but subject to Section 17.3.5.2, in the event this Agreement or any of the other Lease/MLSA Related Agreements (or any portion of any of them) is unenforceable (for any reason whatsoever) against any Party to this Agreement, including, without limitation, as a result of rejection of this Agreement or any of the other Lease/MLSA Related Agreements in any bankruptcy, insolvency, dissolution or other proceeding, the Lease Guaranty shall remain in full force and effect without any change or impairment (and shall not be terminated, released or reduced) in any respect, and shall be treated as if all of the obligations and liabilities of the Lease Guaranty were set forth, *ab initio*, in a separate instrument to which the Party against which this Agreement or any such Lease/MLSA Related Agreement (or any portion of any of them) is unenforceable is not a party.

17.3.5.7 Notwithstanding anything otherwise contained in this Agreement, for so long as any portion of the Guaranteed Obligations (including any Guaranty Termination Obligations) payable pursuant to this Agreement has not been irrevocably paid in full in cash or if any Guaranteed Obligations have been reinstated in accordance with Section 17.3.1.4, all provisions, terms and conditions of this Agreement shall survive and remain in full force and effect to the extent necessary so that Landlord may exercise any and all rights and remedies available to it in respect of the Lease Guaranty hereunder, including any and all rights available to Landlord in respect of any Lease Guarantor Event of Default or any nonpayment in full in cash of any and all such Guaranteed Obligations as and when provided hereunder; *provided* that the provisions of Article XI and Section 17.4 shall terminate on the Guaranty Covenant Termination Date.

#### 17.4 Guarantor Covenants.

17.4.1 Asset Sales. Prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not effect any Asset Sale unless:

(1) Lease Guarantor receives consideration equal to at least the Fair Market Value (as determined in good faith by a responsible officer of Lease Guarantor or, with respect to any Asset Sale to an Affiliate, as determined pursuant to the opinion referred to in clause (2) below) of the disposed assets measured as of the date of such Asset Sale; and

(2) in the case of any Asset Sale to an Affiliate of Lease Guarantor, (a) such Asset Sale is approved by a majority of the Independent Directors of Lease Guarantor; (b) Lease Guarantor obtains an opinion from an Approved Fairness Opinion Firm that such Asset Sale is fair to Lease Guarantor from a financial point of view after such Approved Fairness Opinion Firm conducts an independent assessment of all material terms of such Asset Sale; and (c) prior to the consummation of any such Asset Sale, (i) Lease Guarantor offers, in writing, to make such Asset Sale to Landlord on the same terms on which such Asset Sale is proposed to be made to such Affiliate and (ii) Landlord either declines such offer or fails to provide written notice of acceptance of such offer to Lease Guarantor within thirty (30) Business Days of the date such offer is



made to Landlord (in which event Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord). To constitute a valid offer in accordance with clause (2)(c)(i) above, Lease Guarantor shall furnish to Landlord all material information made available to the purchaser in such Asset Sale, including at a minimum, basic information identifying the applicable assets, material acquisition terms, including, without limitation, the purchase price and reasonable historical financial and all other customary diligence materials and other information relating to the applicable assets to be sold and such additional information as may be reasonably requested by Landlord and in the possession or control of Lease Guarantor or its Affiliates.

17.4.2 Acceptance of Asset Sale Offer. If Landlord accepts any offer described in clause (2)(c)(i) of Section 17.4.1 within the time limit and in the manner described in clause (2)(c)(ii) of Section 17.4.1, then Landlord (or any designee of Landlord) and Lease Guarantor shall promptly proceed to consummate the Asset Sale contemplated by such offer on the terms set forth in such offer; *provided* that the parties shall be entitled to a minimum period of forty five (45) days between acceptance of the offer and the closing. In the event Landlord (or such designee) fails to consummate such Asset Sale on such terms, then Landlord shall be deemed to have declined such offer for purposes of this Section 17.4 and Lease Guarantor may effect such Asset Sale only upon the same terms offered to Landlord or on terms less favorable to the applicable buyer than the terms offered to Landlord.

17.4.3 Dividends. In addition to any other applicable restrictions hereunder, prior to the Guaranty Covenant Termination Date, Lease Guarantor shall not, directly or indirectly, declare or pay any dividend or make any other distribution with respect to its capital stock or other equity interests with any assets other than cash unless such dividend or distribution would not reasonably be expected to result in Lease Guarantor's inability to perform its Lease Guaranty obligations under this Agreement.

17.4.4 Restricted Payments. In addition to the foregoing, prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, Lease Guarantor shall not directly or indirectly (i) declare or pay, or cause to be declared or paid, any dividend, distribution, any other direct or indirect payment or transfer (in each case, in cash, stock, other property, a combination thereof or otherwise) with respect to any of Lease Guarantor's capital stock or other equity interests, (ii) purchase or otherwise acquire or retire for value any of Lease Guarantor's capital stock or other equity interests, or (iii) engage in any other transaction with any direct or indirect holder of Lease Guarantor's capital stock or other equity interests which is similar in purpose or effect to those described above (collectively, a "**Restricted Payment**"), except that Lease Guarantor can execute (1) any of the transactions outlined above if: (a) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$5.5 billion, (b) the amount of such dividend, distribution, or other transaction (together with any and all other such dividends and distributions and other transactions made under this clause (1)(b), but excluding, for the avoidance of doubt, any dividends, distributions or other transactions to be made under clause (1)(c) or (2) below in such fiscal year), does not exceed, in

the aggregate, (x) 25% of the net proceeds, up to a cap of \$25 million in any fiscal year, from the disposition of assets by Lease Guarantor and its subsidiaries, plus (y) \$100 million from other sources in any fiscal year or (c) Lease Guarantor's equity market capitalization after giving pro forma effect to such dividend, distribution, or other transaction is at least \$4.5 billion and the aggregate amount of such dividends, distributions or other transactions made under this clause (c) (excluding, for the avoidance of doubt, any dividends, distributions or other transactions made under clause (1)(b) above or clause (2) below in such fiscal year) is less than or equal to \$125 million in any fiscal year and is funded solely by asset sale proceeds or (2) any transaction described in clause (ii) above so long as the aggregate amount of all such transactions made under this clause (2) (excluding for the avoidance of doubt, any such transactions made from and after the date hereof under clause (1)(b) or (1)(c) above) is less than or equal to \$199,500,000.00 (it being understood that from and after such time that the aggregate amount of all such transactions made from and after the date hereof under this clause (2) exceeds \$199,500,000.00, no further transactions shall be permitted under this clause (2)). Prior to the earlier of (1) the Guaranty Covenant Termination Date and (2) the date that is six years after the date of this Agreement, except as provided in clause (1)(a) or (1)(c) in the preceding sentence, any net proceeds from the disposition of assets by Lease Guarantor or its subsidiaries after the Commencement Date in excess of \$25 million that are directly or indirectly distributed to, or otherwise received by, Lease Guarantor in any fiscal year shall not be used to fund any Restricted Payment.

#### 17.4.5 Springing Covenants and Liens.

17.4.5.1 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor either (i) guaranties all or any portion of any Opco First Lien Debt (any such guaranty, an "**Opco Debt Guaranty**"), and the obligations under any such Opco Debt Guaranty are at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC or (ii) causes all or any portion of the obligations under the Opco First Lien Debt to be at any time secured by any property directly owned by CEC or any Springing Lien Subsidiary of CEC (any and all such property in clauses (i) and (ii), "**Lease/Debt Guaranty Collateral**"), then, in each such instance and for so long as any such Opco Debt Guaranty or Lease/Debt Guaranty Collateral is outstanding, Lease Guarantor shall, and shall cause any and all other grantors of Lease/Debt Guaranty Collateral to grant, in the same security agreement documenting the grant of a security interest in the Lease/Debt Guaranty Collateral in favor of the Opco First Lien Debt (an "**Opco First Lien Debt Security Interest**"), to Landlord a lien (a "**Lease Guaranty Security Interest**") on all Lease/Debt Guaranty Collateral, which Lease Guaranty Security Interest shall secure all obligations of Lease Guarantor under the Lease Guaranty and shall rank *pari passu* with the Opco First Lien Debt Security Interest; *provided* that if the Lease/Debt Guaranty Collateral is limited solely to a pledge of Lease Guarantor's or any other such grantor's equity interest in CEC, then neither Lease Guarantor nor any other such grantor shall be required to grant a Lease Guaranty Security Interest. Any Lease Guaranty Security Interest granted pursuant to this Section 17.4.5 shall be automatically released upon the earlier of (i) the Guaranty Covenant Termination Date and (ii) the release of the respective Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing). Any Lease Guaranty Security Interest shall be a "silent" security interest, and Landlord shall have no voting, enforcement or default-related rights with respect to such security interest unless and until the earlier of (x) the occurrence of a Lease Guarantor Event of Default and (y) the occurrence of any event that would permit

the holders of the applicable Opco First Lien Debt to take enforcement actions in respect of such Opco First Lien Debt Security Interest, at which time Landlord shall be permitted to exercise all rights available to a secured creditor with respect to the Lease/Debt Guaranty Collateral, including all rights available to any holder of an Opco First Lien Debt Security Interest. Lease Guarantor shall cause the beneficiaries of any Opco First Lien Debt Security Interest to enter into and become bound by an intercreditor agreement that is consistent with this provision and that is reasonably acceptable to Lease Guarantor and Landlord and containing, among other things, provisions governing the *pari passu* nature of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest, and the “waterfall” by which any proceeds of, or collections on, the Lease/Debt Guaranty Collateral will be distributed on an equal and ratable basis as between the beneficiaries of any Opco First Lien Debt Security Interest and Lease Guaranty Security Interest.

17.4.5.2 If at any time prior to the Guaranty Covenant Termination Date, Lease Guarantor becomes obligated on any Opco Debt Guaranty or Opco First Lien Debt Security Interest (it being understood that a customary equity pledge solely of Lease Guarantor’s equity interests in CEOC shall not be deemed to be an Opco First Lien Debt Security Interest, unless such pledge includes covenants other than those customary for a pledge of such type or specifically relating to the pledge of equity interests in CEOC (*e.g.*, covenants concerning Lease Guarantor’s or such other grantor’s existence and place of organization, other covenants relating to maintaining the validity, enforceability, perfection, and priority of the pledge and prohibitions of liens on the pledged collateral)), and the obligations that are the subject of such Opco Debt Guaranty or Opco First Lien Debt Security Interest are refinanced at any time as part of a Non-Third Party Financing, then any covenant provisions included in such Opco Debt Guaranty or Opco First Lien Debt Security Interest that are applicable to Lease Guarantor and its subsidiaries shall be automatically incorporated into this Agreement, *mutatis mutandis*, and shall apply to Lease Guarantor and any such subsidiaries, for the benefit of Landlord hereunder. Any such covenants that are so incorporated into this Agreement shall automatically cease to apply to Lease Guarantor and any such subsidiaries upon the earlier of (x) the Guaranty Covenant Termination Date and (y) the release of the respective Opco Debt Guaranty or Opco First Lien Debt Security Interest (unless such release occurs in connection with a refinancing of the applicable Opco First Lien Debt with a Non-Third Party Financing, in which case such Lease Guaranty Security Interest shall be automatically released upon the repayment or refinancing (other than with other Non-Third Party Financing) of such Non-Third Party Financing).

17.4.6 Lease Guaranty Unaffected. Each of the Parties acknowledges and agrees that the making of the Lease Guaranty by CEC to Landlord was a material, critical and indispensable inducement to Landlord agreeing to enter into this Agreement and the other Lease/MLSA Related Agreements, and, but for the fact that CEC has delivered the Lease Guaranty to Landlord, Landlord would not have entered into this Agreement or any of the other Lease/MLSA Related Agreements. For this and other reasons, it is the intent of the Parties that, other than as expressly provided in Section 17.3.5, the Lease Guaranty will continue in full force and effect under any and all circumstances and shall not be terminated, released, impaired or reduced in any respect.

## 17.5 Lease Guarantor Representations and Warranties.

17.5.1 Corporate Existence; Compliance with Law. Lease Guarantor represents and warrants as of the date of this Agreement that Lease Guarantor (i) is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware; (ii) is duly qualified to do business and is in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification; and (iii) is in compliance with all Applicable Law where the failure to comply would reasonably be expected to have a materially adverse effect on Lease Guarantor's ability to pay the Guaranteed Obligations or perform its other obligations in accordance with the terms hereof.

17.5.2 Corporate Power; Authorization; Enforceable Guaranteed Obligations. The execution, delivery, and performance of the Lease Guaranty and all instruments and documents to be delivered by Lease Guarantor hereunder (i) are within Lease Guarantor's corporate powers, (ii) have been duly authorized by all necessary or proper corporate action, (iii) are not in contravention of any provision of Lease Guarantor's articles or certificate of incorporation or by-laws, (iv) will not violate any law or regulations, or any order or decree of any court or governmental instrumentality, (v) will not conflict with or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement, or other instrument to which Lease Guarantor is a party or by which Lease Guarantor or any of its property is bound, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder, (vi) will not result in the creation or imposition of any lien upon any of the property of Lease Guarantor (except to the extent provided in Section 17.4.5), and (vii) do not require the consent or approval of any governmental body, agency, authority, or any other person except those already obtained, except as would not reasonably be expected to have an adverse effect on Lease Guarantor's ability to perform its obligations hereunder. This Lease Guaranty is duly executed and delivered on behalf of Lease Guarantor and constitutes a legal, valid, and binding obligation of Lease Guarantor, enforceable against Lease Guarantor in accordance with its terms (subject to any applicable principles of equity and bankruptcy, insolvency and other laws generally affecting creditors' rights).

## 17.6 Bankruptcy.

17.6.1 Lease Guarantor agrees and acknowledges that it shall not file a petition for relief as a debtor under any chapter of the Bankruptcy Code or any other bankruptcy, insolvency, debt composition, moratorium, receiver or similar federal or state laws for the purpose of limiting its liability hereunder, including by operation of Section 502(b) of the Bankruptcy Code or similar provisions. Lease Guarantor further agrees and acknowledges that, if, notwithstanding the foregoing, it shall seek any such relief, Lease Guarantor's violation of this provision will constitute "cause" to dismiss any such proceeding, including under Section 1112 of the Bankruptcy Code, and Lease Guarantor will not and will not attempt to (and will oppose any effort by any other party to) oppose any motion or request by Landlord or any other party to dismiss any such proceeding.

17.6.2 Lease Guarantor further agrees and acknowledges that its guaranty of the Guaranteed Obligations under this Agreement shall be fully enforceable against Lease Guarantor in any bankruptcy, insolvency, dissolution or other proceeding, and Lease Guarantor hereby represents, acknowledges and agrees that it will not and will not attempt to (and will oppose any effort by any other party to) impair, reduce, cap, limit, or otherwise restrict the claims of Landlord in any such proceeding including, but not limited to, by operation of Section 502(b) of the Bankruptcy Code.

17.6.3 Lease Guarantor further agrees and acknowledges that it will not and will not attempt to (and will oppose any effort by any other party to) characterize in any bankruptcy, insolvency, dissolution or other proceeding Landlord's claims to recover any Guaranteed Obligations as claims of a lessor for damages resulting from the termination of a lease of real property.

## **ARTICLE XVIII**

### **DISPUTE RESOLUTION**

#### **18.1 Generally.**

18.1.1 Except for disputes specifically provided in this Agreement to be referred to Expert Resolution, all claims, demands, controversies, disputes, actions or causes of action of any nature or character arising out of or in connection with, or related to, this Agreement, whether legal or equitable, known or unknown, contingent or otherwise shall be resolved in the United States District Court for the Southern District of New York and any appellate courts thereto, or if federal jurisdiction is lacking, then in the state courts of New York State located in New York County. The Parties agree that service of process for purposes of any such litigation or legal proceeding need not be personally served or served within the State of New York, but may be served with the same effect as if the Party in question were served within the State of New York, by giving notice containing such service to the intended recipient (with copies to counsel) in the manner provided in Section 20.5. This provision shall survive and be binding upon the Parties after this Agreement is no longer in effect.

18.1.2 If any dispute between or among any of the Parties or any of their respective Affiliates is pending in any state or federal court located in the State of New York with respect to this Agreement, and any subsequent dispute arises between or among one or more Parties or any of their respective Affiliates which is not required by this Agreement to be referred to Expert Resolution and is pending in any other state or federal court, the Parties shall (to the extent permissible under applicable rules) jointly move to consolidate such subsequent dispute in the same court (located in the State of New York) with the pending dispute, and in the event that the court declines to consolidate the disputes (or consolidation is not permissible under applicable rules), the Parties shall request that the court refer the subsequent dispute to the judge presiding over the pending dispute as a related case, it being the intent of the Parties to keep any litigation relating to this Agreement within the same court to the fullest extent possible under the law.

18.2 Expert Resolution. With respect to any dispute expressly provided herein to be submitted to an Expert pursuant to this Agreement, any Party that is party to such dispute may require that the dispute be submitted to final and binding arbitration (without appeal or review) in New York, New York (“**Expert Resolution**”), administered by an independent arbitration tribunal consisting of three (3) arbitrators, one of which is appointed by each Party and the third arbitrator shall be selected by the other two arbitrators (collectively, the “**Expert**”). Such Expert Resolution shall be conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Expert shall be a person having not less than ten (10) years’ experience in the area of expertise on which the dispute is based and having no conflict of interest with either Party. With respect to any dispute to be submitted to an Expert pursuant to this Agreement, the use of the Expert shall be the exclusive remedy of the Parties, and neither Party shall attempt to adjudicate such dispute in any other forum. The decision of the Expert shall be final and binding on the applicable Parties involved in such dispute and such Expert Resolution proceeding and shall not be capable of challenge, whether by Expert Resolution, arbitration, in court or otherwise.

18.2.1 Related Disputes.

18.2.1.1 Any two (2) or more disputes which are required to be submitted to an Expert under this Agreement shall be considered related for purposes of this section if they involve the same or substantially similar issues of law or fact. In the event any Party to a dispute (the “**Subsequent Related Dispute**”) designates it as being related to a prior or pending dispute (the “**Prior Related Dispute**”), the Subsequent Related Dispute shall be referred for resolution to the Expert to whom the Prior Related Dispute was referred (the “**Initial Expert**”). If a Party objects to the designation of a Subsequent Related Dispute as being related to a Prior Related Dispute, the objection shall be resolved by the Initial Expert. If the Initial Expert concludes that the disputes are related, the Subsequent Related Dispute shall be resolved by the Initial Expert in accordance with this Section 18.2, and to the extent practical, issues in the Subsequent Related Dispute that are the same or substantially similar as in the Prior Related Dispute, shall be resolved in a manner consistent with the resolution of such issues in the Prior Related Dispute. If the Initial Expert concludes that the Subsequent Related Dispute is not related to the Prior Related Dispute, the Subsequent Related Dispute shall be referred to an Expert selected in accordance with the introductory paragraph of this Section 18.2.

18.2.1.2 Notwithstanding anything to the contrary contained in this Agreement, if a claim is asserted involving an alleged Event of Default under this Agreement (a “**Default Claim**”), any and all issues, whether legal, factual or otherwise, relating to such Default Claim shall be resolved exclusively by a state or federal court located in the State of New York in accordance with the provisions hereof regardless of whether any of such issues would otherwise be required to be referred to an Expert for resolution under a provision of this Agreement; *provided* that, subject to Section 18.2.3, any decision by an Expert made in accordance with this Agreement which was rendered prior to the assertion of a Default Claim and which relates to such Default Claim shall be considered final and binding in any court proceeding involving such Default Claim, it

being the intent and understanding of the Parties that, except for specific issues that were determined by an Expert before a Default Claim is asserted, all issues relating to such Default Claim shall be resolved exclusively by the court in the action or proceeding involving the Default Claim.

18.2.2 Restrictions on Expert. THE EXPERT SHALL HAVE NO AUTHORITY TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT, INCLUDING SECTION 18.7.5, AND SHALL BE BOUND BY APPLICABLE LAW. ALL PROCEEDINGS, AWARDS AND DECISIONS UNDER ANY EXPERT RESOLUTION PROCEEDING SHALL BE STRICTLY PRIVATE AND CONFIDENTIAL, EXCEPT AS MAY BE NECESSARY TO ENFORCE THE SAME.

18.2.3 Landlord and Expert Resolution. For the avoidance of doubt and without limiting Section 2.5 in any manner, and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that (i) any determination made by an Expert under this Agreement that does not involve any rights or obligations of Landlord hereunder shall not be binding on Landlord, (ii) any determination made by an Expert under this Agreement that involves any rights or obligations of Landlord hereunder shall not be binding on Landlord unless Landlord was provided with the similar opportunity to participate therein as the other parties thereto, (iii) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease does not subject such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such dispute shall not be required to be submitted to Expert Resolution and (iv) to the extent the applicable dispute covers issues that are also in dispute under the Lease as to which the Lease subjects such dispute to arbitration, then the provisions, terms and conditions of the Lease shall govern and such arbitration shall be conducted in accordance with the applicable provisions in the Lease.

18.3 Time Limit. With respect to any dispute required hereunder to be submitted to Expert Resolution, such Expert Resolution of a dispute must be commenced within twelve (12) months from the date on which a Party first gave written notice to the other applicable Party of the existence of the dispute, and any Party who fails to commence litigation or Expert Resolution within such twelve (12) month period shall be deemed to have waived any of its affirmative rights and claims in connection with the dispute and shall be barred from asserting such rights and claims at any time thereafter except as a defense to any related or similar claims subsequently raised by the other party. An Expert Resolution shall be deemed commenced by a Party when the Party sends a notice to the other Party and to the American Arbitration Association, identifying the dispute and requesting Expert Resolution. Litigation shall be deemed commenced by a Party when the Party serves a complaint (or, as the case may be, a counterclaim) on the other Party with respect to the dispute. For the avoidance of doubt, the foregoing shall not be construed to require the commencement within any particular period of time of any litigation involving disputes that are not required hereunder to be submitted to Expert Resolution.

18.4 Prevailing Party's Expenses. The prevailing Party in any Expert Resolution, litigation or other legal action or proceeding arising out of, in connection

with or related to this Agreement shall be entitled to recover from the losing Party all reasonable fees, costs and expenses incurred by the prevailing Party in connection with such Expert Resolution, litigation or other legal action or proceeding (including any appeals and actions to enforce any Expert Resolution awards and court judgments), including reasonable fees, expenses and disbursements for attorneys, experts and other third parties engaged in connection therewith and its share of the fees and costs of the Expert. If a Party prevails on some, but not all, of its claims, such Party shall be entitled to recover an equitable amount of such fees, expenses and disbursements, as determined by the applicable Expert(s) or court. All amounts recovered by the prevailing Party under this Section 18.4 shall be separate from, and in addition to, any other amount included in any Expert Resolution award or judgment rendered in favor of such Party.

#### 18.5 WAIVERS.

18.5.1 JURISDICTION AND VENUE. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DEFENSES BASED ON LACK OF JURISDICTION OR INCONVENIENT VENUE OR FORUM FOR ANY LITIGATION OR OTHER LEGAL ACTION OR PROCEEDING PURSUED BY ANY OTHER PARTY IN THE JURISDICTION AND VENUE SPECIFIED IN SECTION 18.1.

18.5.2 TRIAL BY JURY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY OF ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

#### 18.5.3 [RESERVED]

18.5.4 DECISIONS IN PRIOR CLAIMS. SUBJECT TO SECTION 18.2.1.2, EACH PARTY AGREES THAT IN ANY EXPERT RESOLUTION OR LITIGATION BETWEEN THE PARTIES, THE EXPERT(S) OR COURT SHALL NOT BE PRECLUDED FROM MAKING ITS OWN INDEPENDENT DETERMINATION OF THE ISSUES IN QUESTION, NOTWITHSTANDING THE SIMILARITY OF ISSUES IN ANY OTHER EXPERT RESOLUTION OR LITIGATION INVOLVING MANAGER OR ANY OF ITS AFFILIATES, AND EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO CLAIM THAT A PRIOR DISPOSITION OF THE SAME OR SIMILAR ISSUES PRECLUDES SUCH INDEPENDENT DETERMINATION.

18.5.5 PUNITIVE, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, IN ANY EXPERT RESOLUTION, LAWSUIT, LEGAL ACTION OR PROCEEDING BETWEEN ANY OF THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT, THE PARTIES UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW ALL RIGHTS TO ANY CONSEQUENTIAL, LOST PROFITS, PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES (OTHER THAN, AS TO ALL SUCH FORMS



OF DAMAGES, (I) STATUTORY RIGHTS; (II) ANY GUARANTEED OBLIGATIONS ARISING UNDER THE LEASE; AND/OR (III) A CLAIM FOR RECOVERY OF ANY SUCH DAMAGES THAT THE CLAIMING PARTY IS REQUIRED BY A COURT OF COMPETENT JURISDICTION OR THE EXPERT TO PAY TO A THIRD PARTY), AND ACKNOWLEDGE AND AGREE THAT THE RIGHTS AND REMEDIES IN THIS AGREEMENT, AND ALL OTHER RIGHTS AND REMEDIES AT LAW AND IN EQUITY, WILL BE ADEQUATE IN ALL CIRCUMSTANCES FOR ANY CLAIMS THE PARTIES MIGHT HAVE WITH RESPECT TO DAMAGES.

18.6 Survival and Severance. This Article XVIII shall survive the expiration or termination of this Agreement. The provisions of this Article XVIII are severable from the other provisions of this Agreement and shall survive and not be merged into any termination or expiration of this Agreement or any judgment or award entered in connection with any dispute, regardless of whether such dispute arises before or after termination or expiration of this Agreement, and regardless of whether the related Expert Resolution or litigation proceedings occur before or after termination or expiration of this Agreement. If any part of this Article XVIII is held to be unenforceable, it shall be severed and shall not affect either the duties to submit any dispute to Expert Resolution or any other part of this Article XVIII.

#### 18.7 ACKNOWLEDGEMENTS.

TENANT AND MANAGER EACH ACKNOWLEDGE AND CONFIRM TO THE OTHER THAT:

18.7.1 INFORMED INVESTOR. THE ACKNOWLEDGING PARTY HAS HAD THE BENEFIT OF LEGAL COUNSEL AND ALL OTHER ADVISORS DEEMED NECESSARY OR ADVISABLE TO ASSIST IT IN THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND THE OTHER PARTY'S ATTORNEYS HAVE NOT REPRESENTED THE ACKNOWLEDGING PARTY, OR PROVIDED ANY LEGAL COUNSEL OR OTHER ADVICE TO THE ACKNOWLEDGING PARTY, WITH RESPECT TO THIS AGREEMENT.

18.7.2 BUSINESS RISKS. THE ACKNOWLEDGING PARTY (A) IS A SOPHISTICATED PERSON, WITH SUBSTANTIAL EXPERIENCE IN THE OWNERSHIP AND OPERATION OF COMMERCIAL DEVELOPMENT PROJECTS; (B) RECOGNIZES THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT INVOLVE SUBSTANTIAL BUSINESS RISKS; AND (C) HAS MADE AN INDEPENDENT INVESTIGATION OF ALL ASPECTS OF THIS AGREEMENT SUCH PARTY DEEMS NECESSARY OR ADVISABLE.

18.7.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES. NO PARTY HAS MADE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND WHATSOEVER TO ANY OTHER PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND NO PERSON IS

AUTHORIZED TO MAKE ANY PROMISES, REPRESENTATIONS, WARRANTIES OR GUARANTIES ON BEHALF OF A PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

18.7.4 NO RELIANCE. NO PARTY HAS RELIED UPON ANY STATEMENTS OR PROJECTIONS OF REVENUE, SALES, EXPENSES, INCOME, GAMING WIN, RATES, AVERAGE DAILY RATE, CONTRIBUTION, PROFITABILITY, VALUE OF THE MANAGED FACILITY OR SIMILAR INFORMATION PROVIDED BY ANY OTHER PARTY BUT HAS INDEPENDENTLY CONFIRMED THE ACCURACY AND RELIABILITY OF ANY SUCH INFORMATION AND IS SATISFIED WITH THE RESULTS OF SUCH INDEPENDENT CONFIRMATION.

18.7.5 LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE EXPRESS TERMS OF THIS AGREEMENT, (A) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL AND (B) ANY LIABILITY OF THE PARTIES FOR MONETARY DAMAGES OR MONETARY RELIEF SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY POWER OR RIGHT SUCH PARTY MAY HAVE TO CLAIM ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY BREACH OF FIDUCIARY DUTIES.

18.8 IRREVOCABILITY OF CONTRACT. IN ORDER TO REALIZE THE FULL BENEFITS CONTEMPLATED BY THE PARTIES, THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE NON-TERMINABLE, EXCEPT FOR THE SPECIFIC TERMINATION PROVISIONS SET FORTH IN THIS AGREEMENT. ACCORDINGLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ALL RIGHTS TO TERMINATE THIS AGREEMENT AT LAW OR IN EQUITY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

18.9 Survival. The provisions of this Article XVIII shall survive the expiration or termination of this Agreement.

## GAMING LAW PROVISIONS

19.1 Regulatory Matters; Initial Suitability Review.

19.1.1 Manager's Regulatory Environment. Tenant acknowledges that Manager, CEC, Landlord and their respective Affiliates (a) conduct business in an industry that is subject to and exists because of privileged licenses issued by Governmental Authorities in multiple jurisdictions, (b) are subject to extensive Gaming regulation and oversight, and are required to adhere to strict laws and regulations regarding vendor and other business relationships, and (c) have adopted strict internal controls and compliance policies governing their own activities and those of certain parties with whom they do business.

19.1.2 Suitability Investigations. As an initial matter, Tenant acknowledges and agrees that Manager, CEC and their respective Affiliates must perform a background check, suitability review and such other due diligence with respect to the Subject Group, but excluding Manager and its Affiliates and those individuals associated with Tenant previously subject to CEC's suitability review, as required under applicable Gaming Regulations and/or the corporate policies of Manager, CEC and their respective Affiliates. Accordingly, Tenant hereby (a) acknowledges and understands that Manager, CEC and their respective Affiliates must perform such investigations and inquiries with respect to the Subject Group regarding the financial and credit condition, the existence and status of any litigation, criminal proceedings and convictions, character and personal qualifications of any such Person, (b) agrees to promptly provide the information regarding the Subject Group required by the "Caesars Entertainment Corporation and its Related Affiliates Business Information Form (Revised November 1, 2016)" and such other information as is reasonably requested by Manager, CEC or their respective Affiliates for such purposes, and (c) agrees to cooperate with Manager, CEC and their respective Affiliates in the completion of its due diligence and Gaming suitability and background checks of the Subject Group. Manager acknowledges receipt and completion of such investigation and inquiries on the persons or entities within the Subject Group as of the date of this Agreement.

19.2 Licensing Event. If there shall occur a Licensing Event, then the Party with respect to which such Licensing Event occurs shall notify the other Parties, as promptly as practicable after becoming aware of such Licensing Event (but in no event later than twenty (20) days after becoming aware of such Licensing Event). In such event, the Party with respect to which such Licensing Event has occurred, shall and shall cause any applicable Affiliates to use commercially reasonable efforts to resolve such Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If the Party with respect to which such Licensing Event has occurred cannot otherwise resolve the Licensing Event within the time period required by the applicable Gaming Authorities and any aspect of such Licensing Event is attributable to any Person(s) other than such Party, then such Party shall disassociate with the applicable Persons to resolve the Licensing Event.

19.3 Unlawful Payments. No Party, and no Person for or on behalf of such Party, shall make, and each Party acknowledges that no other Party will make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. No Party, and no Person for or on behalf of such Party, shall, and each Party acknowledges that no other Party will, make any illegal offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving of anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office; or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of (i) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions; or (ii) inducing such official party or official thereof, or candidate to use his or its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. Each Party represents and warrants to the other Party that no government official and no candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of such Party or the Managed Facility (other than with respect to any direct or indirect owner of or investor in a Person (x) the stock of which is traded on a publicly traded exchange or (y) that has a class of securities registered with the Securities Exchange Commission). For purposes of this Section 19.3, CLC shall be a “Party”.

## ARTICLE XX

### GENERAL PROVISIONS

20.1 Governing Law. This Agreement shall be construed under the internal laws of the State of New York, without regard to any conflict of law principles.

20.2 Construction of this Agreement. The Parties and CLC (which shall be deemed a “Party” for purposes of this Section 20.2) intend that the following principles (and no others not consistent with them) be applied in construing and interpreting this Agreement:

20.2.1 Presumption Against a Party. The terms and provisions of this Agreement shall not be construed against or in favor of a Party hereto merely because such Party is Manager hereunder or such Party or its counsel is the drafter of this Agreement.

20.2.2 Certain Words and Phrases. All words in this Agreement shall be deemed to include any number or gender as the context or sense of this Agreement requires. The words “will,” “shall,” and “must” in this Agreement indicate a mandatory

obligation. The use of the words “include,” “includes,” and “including” followed by one (1) or more examples is intended to be illustrative and is not a limitation on the scope of the description or term for which the examples are provided. All dollar amounts set forth in this Agreement are stated in U.S. dollars, unless otherwise specified. The words “day” and “days” refer to calendar days unless otherwise stated. The words “month” and “months” refer to calendar months unless otherwise stated. The words “hereof,” “hereto” and “herein” refer to this Agreement, and are not limited to the article, section, paragraph or clause in which such words are used. If the Operating Year is a fiscal year other than a calendar year, all references in this Agreement to January 1 shall mean the first day of such fiscal year.

20.2.3 Headings. The table of contents, headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All references to any article, section or exhibit in this Agreement are to articles, sections or exhibits of this Agreement, unless otherwise noted.

20.2.4 Approvals. Unless expressly stated otherwise in this Agreement, whenever a matter is submitted to a Party for approval or consent in accordance with the terms of this Agreement, that Party has a duty to act reasonably and timely in rendering a decision on the matter.

20.2.5 Entire Agreement. This Agreement (including the attached Exhibits), together with the Lease and the other applicable Lease/MLSA Related Agreements, constitutes the entire agreement between the Parties with respect to the subject matter contemplated herein and supersedes all prior agreements and understandings, written or oral. No undertaking, promise, duty, obligation, covenant, term, condition, representation, warranty, certification or guaranty shall be deemed to have been given or be implied from anything said or written in negotiations between the Parties prior to the execution of this Agreement, except as expressly set forth in this Agreement. No Party shall have any remedy in respect of any untrue statement made by any other Party on which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently), except to the extent that such statement is expressly set forth in this Agreement.

20.2.6 Third-Party Beneficiary. Except as set forth in Section 12.3, no third-party that is not a Party hereunder shall be a beneficiary of Tenant’s or Manager’s rights or benefits under this Agreement; *provided* that Services Co and its Affiliates shall be an express beneficiary of this Agreement to the extent related to the Managed Facilities IP or to other Intellectual Property rights or confidential information owned by Services Co, and any other provision of this Agreement that specifically identifies Services Co.

20.2.7 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by Applicable Law, and a Party’s exercise of any one or more remedies for any default shall not preclude the Party from exercising any other remedies at any other time for the same default.

20.2.8 Amendments. Neither this Agreement nor any of its terms or provisions may be amended, modified, changed, waived or discharged, except: (a) for the avoidance of doubt, for Manager's right to make changes to the Total Rewards Program and Centralized Services as and to the extent expressly permitted under this Agreement, (b) as between Manager and Tenant, as set forth in Sections 5.1.7, 5.12 and 10.4 and (c) by an instrument in writing signed by each Party hereto.

20.2.9 Survival. The expiration or termination of this Agreement does not terminate or affect Tenant's, Manager's, Lease Guarantor's or Landlord's covenants and obligations that expressly survive the expiration or termination of this Agreement. This Section 20.2.9 shall survive the expiration or termination of this Agreement.

### 20.3 Limitation on Liabilities.

20.3.1 Projections in Annual Budget. Tenant acknowledges that: (a) all budgets and financial projections prepared by Manager or its Affiliates prior to the date of this Agreement or under this Agreement, including the Annual Budget, are intended to assist in Operating the Managed Facility, but are not to be relied on by Tenant or any third-party as to the accuracy of the information or the results predicted therein; and (b) Manager does not guarantee the accuracy of the information nor the results in such budgets and projections. Accordingly (except as may be provided in any agreement with such third party to which Manager is a party), Tenant agrees that (i) neither Manager nor its Affiliates shall be liable to Tenant or any third-party for divergence between such budgets and projections and actual operating results achieved except as otherwise provided in this Agreement, including limits on incurring expenses; (ii) the failure of the Managed Facility to achieve any Annual Budget for any Operating Year shall not constitute a default by Manager or give Tenant the right to terminate this Agreement; and (iii) if Tenant provides any such budgets or projections to a third-party, Tenant shall advise such third-party in writing of the substance of the disclaimer of liability set forth in this Section 20.3.1 (*provided* that Tenant's failure to do so shall not be a breach or default hereunder, although such failure by Tenant shall not expand Manager's liability hereunder). Manager represents that it shall prepare all budgets and financial projections and operating plans prepared by Manager under this Agreement in good faith based upon Manager's experience and knowledge.

20.3.2 Approvals and Recommendations. Each Party acknowledges that in granting any consents, approvals or authorizations under this Agreement, and in providing any advice, assistance, recommendation or direction under this Agreement, neither such Party nor any Affiliates guarantee success or a satisfactory result from the subject of such consent, approval, authorization, advice, assistance, recommendation or direction. Accordingly, each Party agrees that neither such Party nor any of its Affiliates shall have any liability whatsoever to any other Party or any third person by reason of: (a) any consent, approval or authorization, or advice, assistance, recommendation or direction, given or withheld; or (b) any delay or failure to provide any consent, approval

or authorization, or advice, assistance, recommendation or direction (except in the event of a breach of a covenant herein not to unreasonably withhold or delay any consent or approval); *provided, however*, that each agrees to act in good faith when dealing with or providing any advice, consent, assistance, recommendation or direction.

20.3.3 Technical Advice. Tenant acknowledges that any review, advice, assistance, recommendation or direction provided by Manager with respect to the design, construction, equipping, furnishing, decoration, alteration, improvement, renovation or refurbishing of the Managed Facility (a) is intended solely to assist Tenant in the development, construction, maintenance, repair and upgrading of the Managed Facility and Tenant's compliance with its obligations under this Agreement; and (b) does not constitute any representation, warranty or guaranty of any kind whatsoever that (i) there are no errors in the plans and specification, (ii) there are no defects in the design of construction of the Managed Facility or installation of any building systems or FF&E therein or (iii) the plans, specifications, construction and installation work will comply with all Applicable Laws (including laws or regulations governing public accommodations for Individuals with disabilities). Accordingly, Tenant agrees that neither Manager nor its Affiliates shall have any liability whatsoever to Tenant or any third-party for any (A) errors in the plans and specifications; (B) defects in the design of construction of the Managed Facility or installation of any building systems or FF&E therein; or (C) noncompliance with any engineering and structural design standards or Applicable Laws.

20.4 Waivers. Except as set forth in Section 18.3 of this Agreement, no failure or delay by a Party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any default shall alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

20.5 Notices. All notices, consents, determinations, requests, approvals, demands, reports, objections, directions and other communications required or permitted to be given under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) overnight DHL, FedEx, UPS or other similar courier service; or (c) confirmed facsimile transmission (*provided* that a copy of such facsimile transmission together with confirmation of such facsimile transmission is delivered to the addressee in the manner provided in clause (a) or (b) above by no later than the second (2nd) Business Day following such transmission, addressed to the Parties at the addresses specified below, or at such other address as the Party to whom the notice is sent has designated in accordance with this Section 20.5), and shall be deemed to have been received by the Party to whom such notice or other communication is sent upon (i) delivery to the address (or facsimile number) of the recipient Party; *provided* that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day; or (ii) the attempted delivery of such Notice if such recipient Party refuses delivery, or such recipient Party is no longer at such address (or facsimile number), and failed to provide the sending Party with its current address pursuant to this Section 20.5 (unless the sending Party had actual knowledge of such current address).

Notwithstanding the foregoing, any notice or other communication delivered to a Party by email that is actually received by such Party (and for which such Party has sent an acknowledgement of receipt by return email that was not automatically generated) shall be deemed to have been sufficiently given for purposes of this Agreement and shall be deemed to have been received at the time described in clause (i) above, as if such notice had been delivered by one of the methods described in clauses (a) through (c) above. Notwithstanding anything to the contrary contained in this Agreement, if any documents or materials delivered under this Agreement are delivered by email (with confirmation of receipt from the intended recipient that was not automatically generated), no additional copies of such documents or materials shall be required to be delivered.

TENANT:

CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

MANAGER:

Non-CPLV Manager, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

LANDLORD:

c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Facsimile: corplaw@viciproperties.com

LEASE GUARANTOR:

Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

20.6 No Indirect Actions. Unless otherwise expressly stated, if a Party may not take an action under this Agreement, then it may not take that action indirectly, or assist or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the Party but is intended to have substantially the same effects as the prohibited action.



20.7 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded against the Leased Property (including the Managed Facility), and Tenant is hereby granted a power of attorney (which power is coupled with an interest and shall be irrevocable) to execute and record on behalf of Manager a notice or memorandum removing this Agreement or such memorandum of this Agreement from the public records or evidencing the termination hereof (as the case may be).

20.8 Further Assurances. The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

20.9 Relationship of Certain Parties.

20.9.1 Tenant and Manager acknowledge and agree that (a) the relationship between Tenant and Manager shall be that of principal (in the case of Tenant) and agent (in the case of Manager), which relationship may not be terminated by Tenant except in strict accord with the termination provisions of this Agreement; (b) Manager shall have the authority to bind Tenant with respect to third Persons to the extent Manager is performing its obligations under and consistent with this Agreement; (c) Manager's agency established with Tenant is, and is intended to be, an agency coupled with an interest; and (d) this Agreement does not create joint venturers, partners or joint tenants with respect to the Managed Facility. Tenant and Manager further acknowledge and agree that in Operating the Managed Facility, including entering into leases and contracts, accepting reservations, and conducting financial transactions for the Managed Facility, (i) Manager assumes no independent contractual liability; and (ii) Manager shall have no obligation to extend its own credit with respect to any obligation incurred in Operating the Managed Facility or performing its obligation under this Agreement.

20.9.2 Each of the Parties agrees that nothing in this Agreement shall be construed as creating a partnership, joint venture, joint tenancy or similar relationship between any of the Parties.

20.10 Force Majeure. Subject to the last sentence of this Section 20.10, in the event of a Force Majeure Event, the obligations of the Parties and the time period for the performance of such obligations (other than an obligation to pay any amount hereunder) shall be extended for each day that such Party is prevented, hindered or delayed in such performance during the period of such Force Majeure Event, except as expressly provided otherwise in this Agreement. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt notice of such Force Majeure Event to the other Party. If Manager is unable to perform its obligations under this Agreement due to a Force Majeure Event, or Manager reasonably deems it necessary to close and cease the Operation of all or a portion of the Managed Facility due to a Force Majeure Event in

order to protect the Managed Facility or the health, safety or welfare of its guests or Managed Facility Personnel, then, subject to the provisions, terms and conditions of the Lease, Manager may close or cease Operation of all or a portion of the Managed Facility for such time and in such manner as Manager reasonably deems necessary as a result of such Force Majeure Event, and reopen or recommence the Operation of the Managed Facility when Manager again is able to perform its obligations under this Agreement, and determines that there is no unreasonable risk to the Managed Facility or health, safety or welfare of its guests or Managed Facility Personnel. Notwithstanding the foregoing, for the avoidance of doubt, neither the occurrence of a Force Majeure Event nor the taking of any action by Manager in accordance with this Section 20.10 shall (i) result in the termination or derogation of Lease Guarantor's obligations in accordance with the terms of this Agreement in any respect, or (ii) without limiting Section 2.5 in any manner, be deemed to vitiate, limit or supersede any of the provisions, terms or conditions of the Lease.

20.11 Terms of Other Management Agreements. Manager makes no representation or warranty that any past or future forms of its management agreement do or will contain terms substantially similar to those contained in this Agreement. In addition, Tenant acknowledges and agrees that Manager may, due to local business conditions or otherwise, waive or modify any comparable terms of other management agreements heretofore or hereafter entered into by Manager or its Affiliates; *provided, however*, for the avoidance of doubt, that nothing contained in this Section 20.11 shall be deemed to vitiate, limit or supersede Manager's obligation to manage the Operation of the Managed Facility in a Non-Discriminatory manner, in accordance with the Operating Standard and subject to Manager's Standard of Care.

20.12 Compliance with Law. Tenant and Manager shall each exercise their respective rights, perform their respective obligations and take all other actions required or permitted to be taken by each of them hereunder in compliance with all Applicable Laws.

20.13 Insurance Programs and Purchasing Arrangements Generally. The Parties hereby agree that Manager and its Affiliates shall administer, implement and make available to Tenant and the Managed Facility, the Insurance Programs and any multi-party purchasing programs and arrangements contemplated hereunder on commercially reasonable terms and on a Non-Discriminatory basis and in such a manner that, in each case, there shall be no (i) mark-up, margin or other premium charged or otherwise passed through to Tenant in connection therewith (except as may be payable to a third party), and (ii) duplication of any reimbursable expense otherwise payable by Tenant to Manager or its Affiliates.

20.14 Execution of Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

20.15 Lease. Without limiting Manager's rights set forth in this Agreement, Tenant shall, (a) not terminate the Lease, (b) comply in all respects with its base rent

payments, variable rent payments and all other payment obligations set forth in the Lease, (c) otherwise comply in all material respects with the terms and conditions of the Lease and (d) not suffer an Assignment of Tenant's interest in the Lease except pursuant to an Assignment permitted under the Lease that, except in the case of a Leasehold Foreclosure with MLSA Termination, is entered into concurrently with an Assignment of Tenant's interest in this Agreement that is otherwise permitted by this Agreement and which includes the Managed Facility. Tenant shall provide prompt written notice to Manager and Lease Guarantor of the receipt of any written notice from Landlord (or any Landlord's Lender) delivered pursuant to the Lease, including any notice of breach under the Lease or any termination notice delivered under the Lease, in each case including a copy of the relevant notice. Notwithstanding anything to the contrary herein, this Section 20.15 is only for the benefit of Manager (and not Landlord).

20.16 Omnibus Agreement; Services Co LLC Agreement. The Parties agree that any amendment, restatement, supplement or other modification of the Omnibus Agreement or of the Services Co LLC Agreement made from or after the Commencement Date that is (i) by its own terms, not Non-Discriminatory as to the Managed Facility, (ii) not Non-Discriminatory to the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, (iii) reasonably likely to result in a level of service or quality of Operation of the Managed Facility that does not meet the Operating Standard, or (iv) reasonably likely to materially and adversely affect the Managed Facility, shall, solely with respect to Tenant and the Managed Facility, be void and of no effect, absent the express written consent of Landlord. For purposes of this Section 20.16, each of CLC and Services Co shall be a "Party".

## ARTICLE XXI

### NON-CONSENTED LEASE TERMINATION

21.1 Non-Consented Lease Termination. The Parties agree that:

21.1.1 Notwithstanding anything contained herein to the contrary (and notwithstanding any termination of this Agreement) (and without vitiating, limiting or superseding Section 1.3 hereof in any respect), in the event the Lease is terminated prior to the Stated Expiration Date, in whole or in part, for any reason whatsoever (other than as a result of an Excluded Termination, solely to the extent that the express terms of the applicable provisions in respect of an Excluded Termination provide for the termination of the Lease in whole or in part, it being understood, for the avoidance of doubt, that if the Lease is terminated in part as a result of an Excluded Termination, any subsequent termination of the Lease prior to the Stated Expiration Date, in whole or in part, shall continue to be subject to the provisions of this Article XXI), other than expressly in writing by Landlord (including a termination of the Lease expressly in writing by Landlord due to a Tenant Lease Event of Default) or with the express written consent of Landlord (in its sole and absolute discretion), including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings (any of the foregoing, a "**Non-Consented Lease Termination**"), then, unless either (i) Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord's

Lender) shall expressly elect otherwise in writing and expressly consent (in its sole and absolute discretion) in writing to the termination of the Lease, or (ii) a New Lease is successfully entered into in accordance with Section 17.1(f) of the Lease, and, in connection therewith, all applicable provisions of the Lease (including Section 22.2(i) (1) through (5) thereof shall have been complied with in all respects), and, without limitation, if the provisions of Section 22.2(i)(1)(A) of the Lease have been complied with, a Replacement Guaranty is made by a Qualified Replacement Guarantor, then the following shall occur without expense or loss of economic benefit to Landlord or any creditor under any Landlord Financing:

(i) Tenant (or its successors and assigns) shall transfer all of Tenant's assets and properties used in or related to the operation of the businesses operated on the Leased Property (including, without limitation, all Tenant's Pledged Property (as defined in the Lease) and all rights and obligations pursuant to licenses or applicable to any Intellectual Property), subject to all prior arrangements, including, without limitation, any Intellectual Property licenses or sublicenses, to a replacement Entity identified by Lease Guarantor that is directly or indirectly owned and Controlled by Lease Guarantor or Tenant (or its successors and assigns) and that is approved by Landlord (such approval not to be unreasonably withheld) that will assume the rights and obligations of Tenant under the Lease (such Entity, the "**Replacement Tenant**"), and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant's Pledged Property as provided in the Replacement Lease (as defined below);

(ii) a new lease (the "**Replacement Lease**") on terms identical to the Lease as in effect immediately prior to such termination shall be entered into by Landlord with the Replacement Tenant for the remaining term of the Lease and the Replacement Tenant will grant Landlord a first priority lien as provided in such Replacement Lease on all assets that constitute Tenant's Pledged Property under such Replacement Lease (and Landlord will cooperate to effect such transfer, including in respect of all assets subject to a lien in favor of Landlord);

(iii) to the extent not otherwise transferred pursuant to clause (i) above or otherwise provided by Manager, CEC and Services Co shall replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, and shall take any and all other steps necessary to provide for the continued management and operation of the Managed Facility as existed immediately prior to such termination;

(iv) if Tenant (or its successors and assigns) has not transferred Tenant's assets pursuant to Section 21.1.1(i), then, to the extent Landlord determines (in its sole and absolute discretion) to exercise its rights as a secured creditor to foreclose upon Tenant's Pledged Property, and following any such foreclosure Landlord becomes the owner of Tenant's Pledged Property, and the other Parties hereto have otherwise complied in all respects with this Article XXI, Landlord will, to the extent it is capable of doing so, transfer any such Tenant's Pledged Property (or, if Landlord does not take physical possession of any such Tenant's Pledged Property, Landlord will assign any

rights obtained by Landlord in any such Tenant's Pledged Property) to the Replacement Tenant and, to the extent Landlord is not capable of doing so, Landlord shall transfer any products or proceeds actually received by Landlord or any of its Affiliates in respect of such Tenant's Pledged Property to the Replacement Tenant, in each case, for use in connection with the operation of the Leased Property, and the Replacement Tenant shall grant to Landlord a first priority lien on the relevant assets that constitute Tenant's Pledged Property as provided in the Replacement Lease; *provided* that Landlord's rights and remedies as a secured creditor may be exercised in the sole and absolute discretion of Landlord, and Landlord shall have no obligation to any Party to exercise such rights and remedies in any respect.

21.1.2 Upon such occurrence of the foregoing clauses 21.1.1(i), (ii), (iii) and (iv) (collectively, the "**Replacement Structure**"), (x) Lease Guarantor, Manager, Replacement Tenant and Landlord shall enter into a new management and lease support agreement on terms identical to this Agreement as in effect immediately prior to such termination (and Lease Guarantor, Manager and their respective applicable Affiliates shall enter into any necessary associated sub-management, licensing and other applicable arrangements) (collectively, the "**Replacement MLSA**"), it being understood that Replacement Tenant shall be the "Tenant" under the Replacement MLSA for all purposes, (y) the management rights and obligations of Manager and guaranty obligations and liabilities of Lease Guarantor shall continue under such Replacement MLSA with respect to such Replacement Lease on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising under this Agreement prior to effectuation of the Replacement Structure and such Replacement MLSA on the terms contemplated herein) and (z) upon the effectuation of the Replacement Structure and the execution and effectiveness of such Replacement MLSA, the termination of this Agreement under Section 16.2 (without a Termination for Cause) and the Guarantee Release Date under this Agreement shall each be deemed to have occurred.

21.2 Termination of MLSA or other Lease/MLSA Related Agreements. Notwithstanding anything in this Agreement or in any of the other Lease/MLSA Related Agreements to the contrary (and without vitiating, limiting or superseding any of Section 1.3, Section 17.3.5.6, Section 17.4.5 or Section 21.1 hereof in any respect), in the event this Agreement or any of the other Lease/MLSA Related Agreements (other than the Lease, which shall be subject to Section 21.1) (or any portion of any of them) is terminated, in whole or in part, for any reason whatsoever, including, without limitation, by a rejection in any bankruptcy, insolvency or dissolution proceedings, other than as expressly permitted by Article XVI hereof (with respect to this Agreement) or the applicable provisions of such other Lease/MLSA Related Agreements (with respect to such agreements), other than expressly in writing by or with the express written consent of Landlord, in its sole and absolute discretion, then, unless Landlord (or, during the continuation of any event of default under any Landlord Financing, any Landlord's Lender) shall expressly elect otherwise in writing and expressly consent in writing (in its sole and absolute discretion) to the termination of this Agreement, the Parties shall, without expense or loss of economic benefit to Landlord or any creditor under any

Landlord Financing, implement the Replacement Structure (or any applicable aspects thereof) described in Section 21.1 herein, as necessary to replicate all prior arrangements with respect to management, sub-management, licensing, Intellectual Property and otherwise as contemplated by this Agreement and any other applicable Lease/MLSA Related Agreements, including the guaranty obligations and liabilities of Lease Guarantor on terms identical to this Agreement as in effect immediately prior to such termination (it being understood, for the avoidance of doubt, that, notwithstanding any such termination of this Agreement or any such other Lease/MLSA Related Agreement, Lease Guarantor shall be liable for any and all Guaranteed Obligations existing or arising prior to the effectuation of the Replacement Structure, or any applicable aspects thereof, and such Replacement MLSA, as and to the extent set forth in Article XVII).

21.3 Replacement Structure Fails to Occur. If (a) the Replacement Structure is required to be implemented pursuant to Section 21.1 or Section 21.2, (b) Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender) has not expressly elected in writing (in its sole and absolute discretion) that the Replacement Structure shall not occur and (c) the Replacement Structure does not occur (other than as a direct and proximate result of Landlord's or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender's acts or failure to act in accordance with this Article XXI), then Lease Guarantor's Lease Guaranty shall not terminate or be released or reduced in any respect, and shall continue unabated, in full force and effect in accordance with the terms of this Agreement, notwithstanding any termination of this Agreement as a result of the Non-Consented Lease Termination. If Landlord (or, during the continuation of an event of default under any Landlord Financing, any Landlord's Lender) elects in writing (in its sole and absolute discretion) that the Replacement Structure shall not occur, or if the Replacement Structure does not occur as a direct and proximate result of Landlord's acts or failure to act in accordance with this Article XXI, then Landlord and the creditors under each Landlord Financing shall be deemed to have expressly consented to the termination of the Lease and/or this Agreement in writing (and the Guarantee Release Date under this Agreement shall be deemed to have occurred in accordance with Section 17.3.5); *provided* that, notwithstanding any other provision herein, but subject to Section 21.1.1(iv), Landlord's election to pursue or its pursuit of any right or remedy, or its failure to pursue any right or remedy (in whole or in part), in respect of its interests in Tenant's Pledged Property, shall in no event provide a direct or proximate cause of the Replacement Structure to not occur.

21.4 Enforcement. Without limitation of any other rights and remedies of any Party under this Agreement, the Parties agree that (i) Landlord shall have the right of specific performance to compel Lease Guarantor or its Affiliates, as applicable, to comply with this Article XXI, (ii) Lease Guarantor, Manager and Landlord shall have the right of specific performance to compel Tenant (or its successors and assigns) to comply with this Article XXI, and (iii) if Tenant (or its successors and assigns) does not cooperate with the foregoing, Lease Guarantor and Manager shall have the right to take such steps as they determine to be necessary to effect the Replacement Structure or as they shall determine to be comparable to such actions, including determining the ownership and identity of the Replacement Tenant (and including such other actions as may be necessary in order to implement Section 21.2 hereof, as applicable), without regard to the interests of Tenant or its successors and assigns.

21.5 Survival. This Article XXI shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**LANDLORD:**

**HARRAH'S JOLIET LANDCO LLC,**  
a Delaware limited liability company

By: /s/ John Payne

Name: John Payne

Title: President

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Joliet]]*



TENANT:

DES PLAINES DEVELOPMENT LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signatures continue on following pages]

*[Signature Page to Management and Lease Support Agreement – [Joliet]]*

**JOLIET MANAGER, LLC,**  
a Delaware limited liability company

By: Caesars Entertainment Corporation  
*its sole member*

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

**CAESARS ENTERTAINMENT CORPORATION,**  
a Delaware corporation

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

Solely for purposes of Article VII and Sections 2.4, 16.2, 16.3.4,  
18.5.5, 18.7.3, 18.7.4, 18.7.5, 19.3, 20.2 and 20.16

**CAESARS LICENSE COMPANY, LLC,**  
a Nevada limited liability company

By: Caesars Entertainment Operating Company, Inc.,  
*its sole member*

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

Solely for purposes of Section 20.16 and Article XXI

**CAESARS ENTERPRISE SERVICES, LLC,**  
a Delaware limited liability company

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer

*[Signature Page to Management and Lease Support Agreement – [Joliet]]*

CEOC hereby joins in, and has executed this Management and Lease Support Agreement (Joliet) (the “**MLSA**”) for the purpose of guaranteeing: (a) eighty percent (80%) of the payment obligations of Tenant under the MLSA (including, without limitation, payment obligations with respect to damages arising from Tenant’s failure to perform non-monetary obligations of Tenant under the MLSA); and (b) the performance of the non-monetary obligations of Tenant under the MLSA to the extent Tenant is ordered by a court of competent jurisdiction to perform specific performance with respect to such non-monetary obligations.

In connection with this joinder, CEOC hereby waives and agrees not to assert or take advantage of the following defenses: (i) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any person or entity, or revocation hereof by any person or entity, or the failure of Tenant to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of any other person or entity; (ii) diligence, presentment, notice of acceptance, notice of dishonor, notice of presentment, or demand for payment of or performance of the obligations guaranteed under this joinder (other than as required with respect to Tenant under the MLSA) and other suretyship defenses generally; (iii) any action required by any statute to be taken against Tenant; (iv) the dissolution or termination of the existence of Tenant; (v) the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant; (vi) the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, assignment, composition, or readjustment of, or any similar proceeding affecting, Tenant or any of Tenant’s assets; (vii) any right of subrogation, indemnity or reimbursement against Tenant or any right to enforce any remedy which Landlord may have against Tenant at any time during which a M/T Event of Default under and as defined in the MLSA has occurred and is continuing; (viii) any and all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies might impair or destroy any right, if any, of CEOC of subrogation, indemnity or reimbursement against Landlord; (ix) any defense based upon Tenant’s failure to disclose to CEOC any information concerning Tenant’s financial condition or any other circumstances bearing on Tenant’s ability to pay all sums payable under or in respect of the MLSA; and (x) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal.

CEOC’s liability under this joinder is primary, direct and unconditional and may be enforced in full or in part, from time to time, after nonpayment or nonperformance by Tenant of any of the obligations guaranteed hereunder, in each case without requiring Landlord to resort to any other person or entity, including, without limitation, Tenant, or any other right, remedy or collateral. This joinder constitutes a guaranty of payment and performance and not of collection only. This joinder is a continuing, absolute and unconditional guaranty of the obligations guaranteed hereunder, and liability hereunder shall in no way be affected or diminished by any renewal, extension, amendment or modification of the MLSA or any waiver of any of the provisions hereof. CEOC agrees that any act which tolls any statute of limitations applicable to the MLSA shall similarly operate to toll the statute of limitations applicable to CEOC’s liability under this joinder.

CEOC's obligations with respect to the payment and performance of the obligations guaranteed under this joinder shall survive for so long as Tenant has any obligations to Landlord under the MLSA.

THIS JOINDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES REGARDING CONFLICT OF LAWS.

ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS JOINDER SHALL BE CONDUCTED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURTS THERETO, OR IF FEDERAL JURISDICTION IS LACKING, THEN IN THE STATE COURTS OF NEW YORK STATE LOCATED IN NEW YORK COUNTY. THE PARTIES AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH LITIGATION OR LEGAL PROCEEDING NEED NOT BE PERSONALLY SERVED WITHIN THE STATE OF NEW YORK, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF THE PARTY IN QUESTION WERE SERVED WITHIN THE STATE OF NEW YORK, BY GIVING NOTICE CONTAINING SUCH SERVICE TO THE INTENDED RECIPIENT (WITH COPIES TO COUNSEL) IN THE MANNER PROVIDED IN SECTION 20.5.

**CEOC:**  
CEOC, LLC,  
a Delaware limited liability company (as successor-in-interest to Caesars Entertainment Operating Company, Inc.)

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Treasurer

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**EXHIBIT A**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**MANAGED FACILITY**

1. Harrah's Joliet, Joliet, Illinois

A-1

**EXHIBIT B**

**TO MANAGEMENT LEASE AND SUPPORT AGREEMENT**

**DEFINITIONS**

“**Affiliate**” means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with the first Person; *provided* that, (i) with respect to Manager, “Affiliate” shall include CEC and its direct and indirect Controlled Subsidiaries (if Manager is a direct or indirect Controlled Subsidiary of CEC) but shall not include any shareholder or director of CEC or of CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, as applicable, CEC and its direct or indirect Controlled Subsidiaries); (ii) with respect to CEC, “Affiliate” shall include its direct and indirect Controlled Subsidiaries but shall not include any shareholder or director of CEC or any Affiliate of any such shareholder or director of CEC (other than CEC and its direct or indirect Controlled Subsidiaries) and (iii) with respect to Tenant, “Affiliate” shall include its direct and indirect Controlled Subsidiaries and, if Tenant is a Controlled Subsidiary of CEC, CEC and its direct and indirect Controlled Subsidiaries, but shall not include any shareholder or director of CEC or CEOC or any Affiliate of any such shareholder or director of CEC or CEOC (other than, if applicable, CEC and its direct or indirect Controlled Subsidiaries). Notwithstanding the foregoing, (a) each Sponsor shall be considered an Affiliate of Lease Guarantor for so long as such Sponsor, (x) owns five percent (5%) or more of the equity interests of Lease Guarantor (either directly or through Equity Equivalents and whether or not voting) or (y) individually or jointly with the other Sponsor, designates one or more directors to the Board of Directors of Lease Guarantor, at all times, (b) any Person in which any other Person, or other Persons acting together as a group (within the meaning of the Exchange Act), individually or taken together, owns directly or indirectly, twenty five percent (25%) or more of the equity interests of such Person (either directly or through Equity Equivalents and whether or not voting) shall be deemed to be controlled by such other Person or Persons acting together as a group; *provided* that, with respect to any shareholder or group of shareholders of Lease Guarantor other than a Sponsor or an Affiliate of a Sponsor, such shareholders shall not be considered to control Lease Guarantor for purposes of this clause (b) solely by reason of such percentage ownership unless (i) such Person or group files a Schedule 13D disclosing its ownership and, if applicable, status as a group and (ii) the Sponsors do not own more of the outstanding voting interests of the equity of Lease Guarantor than such Person or group and (c) any portfolio company of a Sponsor that satisfies the criteria of an “Affiliate” set forth in this definition will be considered an Affiliate so long as the Sponsor is an Affiliate. For purposes of this Agreement, none of Tenant and its Controlled Subsidiaries, Manager and its Controlled Subsidiaries and CEC and its Controlled Subsidiaries shall be considered Affiliates of Landlord.

“**Agreement**” means this Management Lease and Support Agreement (Joliet) among Tenant, Manager, Lease Guarantor, Landlord and CLC, including all Exhibits thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Amenities Manager**” shall have the meaning set forth in Section 5.11.

“**Annual Budget**” shall have the meaning set forth in Section 5.1.2.

“**Applicable Law**” means all (a) statutes, laws, rules, regulations, ordinances, codes or other legal requirements of any federal, state or local Governmental Authority, board of fire underwriters and similar quasi-Governmental Authority, including any legal requirements under any Approvals, including Gaming Regulations, in each case, applicable to the Managed Facility, and (b) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority, in effect at the time in question and in each case to the extent the Managed Facility or Person in question is subject to the same. Without limiting the generality of the foregoing, references to Applicable Law shall include any of the matters described in clause (a) or (b) above relating to employees, protection of personal information, zoning, building, health, safety and environmental matters and accessibility of public facilities.

“**Approvals**” means all licenses, permits, approvals, certificates and other authorizations granted or issued by any Governmental Authority for the matter or item in question.

“**Approved Counsel**” means (a) at any time Tenant is a Controlled Subsidiary of CEC and Manager is a wholly owned subsidiary of CEC, any counsel selected by Manager, (b) any counsel either mutually agreed upon by Tenant and Manager or (c) counsel set forth on a list of “Approved Counsel” containing counsel by practice specialty that are mutually agreeable to Tenant and Manager, as such list may be updated by Tenant and Manager from time to time.

“**Approved Fairness Opinion Firm**” means any of the following:

- (a) Citibank;
- (b) Credit Suisse;
- (c) Deutsche Bank;
- (d) Bank of America Merrill Lynch;
- (e) JPMorgan;
- (f) Goldman Sachs;
- (g) Morgan Stanley;
- (h) Barclays;
- (i) Houlihan Lokey;



- (j) Moelis;
- (k) Murray Devine;
- (l) Alix Partners;
- (m) Blackstone;
- (n) Lazard;
- (o) any Affiliate of the foregoing; and
- (p) any other accounting, appraisal or investment banking firm reasonably acceptable to Landlord.

“**Asset Sale**” means any conveyance, sale, assignment, transfer, lease or other disposition of any assets in one transaction or a series of related transactions (including any interest in any subsidiary) held directly by Lease Guarantor, excluding:

- (a) a disposition of cash or cash equivalents (it being understood that a disposition of cash or cash equivalents shall be subject to Sections 17.4.3 and 17.4.4, to the extent applicable thereto);
- (b) a disposition of obsolete or damaged property or equipment or other assets no longer used or useful in the business (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;
- (c) a disposition of any assets that are replaced with similar assets in the ordinary course of business and consistent with industry norm, which assets so disposed of in one transaction or a series of related transactions have an aggregate Fair Market Value of less than \$10,000,000;
- (d) any disposition in the ordinary course of business of assets of Lease Guarantor or issuance or sale of equity interests of any subsidiary of Lease Guarantor (in one transaction or a series of related transactions), which assets or equity interests so disposed of or issued have an aggregate Fair Market Value of less than \$10,000,000;
- (e) lease, license, easement, assignment, sublease or sublicense of any real or personal property, in each case in the ordinary course of business and consistent with industry norm;
- (f) any sale of inventory (in one transaction or a series of related transactions), in each case in the ordinary course of business and consistent with industry norm;

- (g) any grant (in one transaction or a series of related transactions) in the ordinary course of business and consistent with industry norm of any license of patents, trademarks, know-how or any other intellectual property;
- (h) any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of Lease Guarantor and its subsidiaries as a whole, as determined in good faith by Lease Guarantor, in each case in the ordinary course of business or consistent with past practice or industry norm;
- (i) foreclosure or any similar involuntary lien enforcement action against Lease Guarantor with respect to any property or other asset of Lease Guarantor;
- (j) any disposition (in one transaction or a series of related transactions), in the ordinary course of business and consistent with industry norm, of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;
- (k) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind, in each case in the ordinary course of business and consistent with industry norm; or
- (l) any disposition by Lease Guarantor of any assets to a Controlled Subsidiary of Lease Guarantor (*provided* that such Controlled Subsidiary shall thereafter be prohibited from further disposing of such assets except in compliance with this definition of “Asset Sale” and Section 17.4.1, as if such Controlled Subsidiary were Lease Guarantor).

“**Assignment**” means any assignment, conveyance (including, without limitation, a Foreclosure by Leasehold Lender), delegation, pledge or other transfer, in whole or in part, directly or indirectly by the applicable Party, of (a) this Agreement (or any other Lease/MLSA Related Agreement) or any direct or indirect interest therein, or (b) any rights, entitlements, remedies, duties or obligations under this Agreement or any other Lease/MLSA Related Agreement to which the applicable Party is a party, in each case whether voluntary, involuntary, by operation of Applicable Law or otherwise (including as a result of any divorce, Change of Control, bankruptcy, insolvency or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession). A Substantial Transfer by any one of CEC, Manager, Tenant or Lease Guarantor shall, in each case, be deemed an Assignment by such Person.

“**Assignment Documents**” shall have the meaning set forth in Section 11.1.3.2.

“**Bank Accounts**” shall have the meaning set forth in Section 5.4.1.

“**Bankruptcy Code**” means the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute.

“**Board of Directors of Lease Guarantor**” means the board of directors of Lease Guarantor, including the Independent Directors.

“**Brands**” shall mean the Trademarks listed on Exhibit F attached hereto and reputation symbolized thereby.

“**Building Capital Improvements**” means all repairs, alterations, improvements, renewals, replacements or additions of or to the structure or exterior façade of the Managed Facility, or to the mechanical, electrical, plumbing, HVAC (heating, ventilation and air conditioning), vertical transport and similar components of the Managed Facility that are capitalized under GAAP and depreciated as real property, but expressly excluding ROI Capital Improvements.

“**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday that (i) is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close, and (ii) is not any other day that is not a “Business Day” as defined under an Other MLSA.

“**Business Information**” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

“**Business Interruption Event**” shall have the meaning set forth in Section 14.1.

“**Business Interruption Insurance**” means insurance coverage against “Business Interruption and Extra Expense” (as that phrase is used within the United States insurance industry for application to transient lodging facilities).

“**Caesars IP Holder**” means Services Co and its subsidiaries.

“**Capital Budget**” shall have the meaning set forth in Section 5.1.1.2.

“**Casualty**” means any fire, flood or other act of God or casualty that results in damage or destruction with respect to the Managed Facility or any portion thereof.

“**Cause**” shall have the meaning set forth in the definition of “Terminated for Cause.”

“**CEC**” means Caesars Entertainment Corporation, a Delaware corporation.

“**Centralized Services**” shall have the meaning set forth in Section 4.1.

“**Centralized Services Charges**” shall have the meaning set forth in Section 4.1.1.

“**CEOC**” means CEOC, LLC, a Delaware limited liability company, as successor by merger to Caesars Entertainment Operating Company, Inc., a Delaware corporation.

“**CERP**” means Caesars Entertainment Resort Properties, LLC, a Delaware limited liability company.

“**Certified Financial Statements**” shall have the meaning set forth in Section 10.3.

“**CES**” shall have the meaning set forth in the Preamble hereto.

“**CGPH**” means Caesars Growth Properties Holdings, LLC, a Delaware limited liability company.

“**Change of Control**” means with respect to Manager, CEC or Tenant, the occurrence of any of the following: (a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such Party and its subsidiaries, taken as a whole, to one or more Persons; (b) an officer of such Party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than fifty percent (50%) of the Voting Stock of such Party or other Voting Stock into which such Party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; (c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such Party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of One

Hundred Million and No/100 Dollars (\$100,000,000.00); or (d) such Party consolidates with, or merges or amalgamates with or into, any other Person (or any other Person consolidates with, or merges or amalgamates with or into, such Party), in any such event pursuant to a transaction in which any of such Party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such Party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests. For purposes of the foregoing definition: (x) a Party shall include any Parent Entity of such Party; (y) "**Voting Stock**" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person; and (z) "**Parent Entity**" shall mean, with respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (i) owns or controls, directly or indirectly, more than fifty percent (50%) of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (ii) owns or controls, directly or indirectly, more than fifty percent (50%) of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (iii) is the controlling general partner of, or otherwise controls, such entity. Notwithstanding the foregoing: (A) the transfer of assets between or among a Party's wholly owned subsidiaries and such Party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such Party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such Party's assets to, an Affiliate of such Party (1) incorporated or organized solely for the purpose of reincorporating such Party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such Party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions (as defined in the Indenture (as defined in the Lease)) and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a Party if (1) such Party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such Party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such Party immediately prior to that transaction.

“**Claims**” means claims, demands, suits, criminal or civil actions or similar proceedings that might be alleged by a third-party (including enforcement proceedings by any Governmental Authority) against any Indemnified Party, and all liabilities, damages, fines, penalties, costs or expenses (including reasonable attorneys’ fees and expenses and other reasonable costs for defense, settlement and appeal) that any Indemnified Party might incur, become responsible for, or pay out for any reason, related to this Agreement or the development, construction, ownership or other Operation of the Managed Facility, or otherwise.

“**CLC**” shall have the meaning set forth in the Preamble hereto.

“**Commencement Date**” means the date hereof.

“**Complimentaries**” means any goods or services provided to customers free of charge, at a discounted rate or in the form of a rebate or credit. Such goods or services may include, for example, rooms, food and beverage, spa services and retail merchandise. Complimentaries may be provided to customers pursuant to a discretionary incentive program, targeted to either past, current or potential customers and may or may not be related to the customer’s level of past play so long as the same are provided on substantially the same basis as provided at Other Managed Facilities and Other Managed Resorts, and, in all events, in a Non-Discriminatory manner. Conversely, Complimentaries may be provided to customers pursuant to a nondiscretionary incentive program, such as a loyalty program, whereby the customer has earned the Complimentaries based on the customer’s level of past play.

“**Condemnation**” shall have the meaning set forth in the Lease.

“**Consultation with Tenant**” means engaging in periodic discussions with Tenant at Tenant’s reasonable request and considering in good faith Tenant’s positions with respect to the matter discussed.

“**Content**” shall have the meaning set forth in Section 9.1.3.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “**Controls**”, “**Controlled**” and “**Controlling**” and “**under common Control with**” shall have correlative meanings to “Control”.

“**Controlled Subsidiary**” means, with respect to any Person (referred to in this definition as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or more than fifty percent (50%) of the general partnership interests or managing membership interests are, at the time any determination is being

made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“**Corporate Personnel**” means any personnel from the corporate or divisional offices of Manager or its Affiliates, who perform activities or services at or on behalf of the Managed Facility in connection with the services provided by Manager under this Agreement.

“**CPLV Managed Facility**” means “Managed Facility” under the CPLV MLSA.

“**CPLV MLSA**” means that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among Desert Palace LLC, Caesars Entertainment Operating Company, Inc., CEOC, Lease Guarantor, CPLV Manager, LLC, CPLV Property Owner LLC, and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**CPLV Tenant**” means “Tenant” under the CPLV MLSA.

“**Default Claim**” shall have the meaning set forth in Section 18.2.1.2.

“**Derivative Work**” means (i) an enhancement, improvement or modification with respect to any Intellectual Property, or (ii) the meaning ascribed to it under the United States Copyright statute, 18 U.S.C. sec. 101 or equivalent provisions in other legislation (if any) applicable to the copyrighted work in question.

“**Design Guidance**” means the design guidance applicable to the Brands, regarding requirements for the design, architecture and construction of Other Managed Resorts.

“**Designated Accountant**” means an independent accounting firm designated by Manager and approved by Tenant that is an Accountant (as such term is defined in the Lease); *provided* that Tenant shall not withhold its approval of one of the “Big Four” accounting firms.

“**Entity**” means a partnership, a corporation, a limited liability company, a Governmental Authority, a trust, an unincorporated organization or any other legal entity of any kind.

“**Equity Equivalents**” means (w) all warrants and options (including any contingent purchase, convertible debt, exchangeable shares, put, or stock subject to forfeiture), whether or not presently convertible, exchangeable or exercisable, (x) other agreements to directly or indirectly purchase (regardless of whether it is contingent or otherwise not currently exercisable), subscribe for or otherwise acquire any interest in any equity or any other Equity Equivalents referred to in clause (w) or (y), whether or not presently convertible, exchangeable or exercisable, (y) any other equity interest reportable or disclosable on Schedule 13D and (z) similar equity-like interests.

**“Event of Default”** means a Tenant MLSA Event of Default, Manager Event of Default, Lease Guarantor Event of Default or M/T Event of Default, as applicable.

**“Excluded Termination”** means a termination of the Lease, in whole or in part, as applicable, in accordance with the express terms of Section 1.5 of the Lease, Section 14.2 of the Lease (in connection with certain casualty events occurring during the final two (2) years of the term of the Lease) or Section 15.1 of the Lease (in connection with certain occurrences of Condemnation or Taking).

**“Expert”** shall have the meaning set forth in Section 18.2.

**“Expert Resolution”** shall have the meaning set forth in Section 18.2.

**“Fair Market Value”** means, with respect to any asset or property, the price or other cash consideration which could be negotiated in an arm’s-length transaction, for cash, between willing and able participants neither of whom is under undue pressure or compulsion to complete the transaction and assuming that both are acting prudently and knowledgeably in a competitive open market, that price is not affected by undue stimulus, and neither party is paying any broker a commission in connection with the transaction.

**“FF&E”** means furniture, furnishings, fixtures, inventory, and equipment (including video lottery terminal machines and other Gaming and Gaming related equipment), interior and exterior signs, as well as other improvements and personal property used in the Operation of the Managed Facility that are not Supplies.

**“Force Majeure Event”** means any events or circumstances to the extent they (i) are not caused or fomented by Manager or its Affiliates and (ii) materially and adversely affect the operations or financial performance of the Managed Facility beyond the reasonable control of Manager, including the following: (a) Casualty or Condemnation or Taking; (b) storm, earthquake, hurricane, tornado, flood or other act of God; (c) war, act of terrorism, insurrection, rebellion, riots or other civil unrest; (d) epidemics, quarantine restrictions or other public health restrictions or advisories; (e) strikes or lockouts or other labor interruptions; (f) disruption to local, national or international transport services; (g) embargoes, lack of materials or services such as water, power or telephone transmissions necessary for the Operation of the Managed Facility in accordance with this Agreement; (h) failure of any applicable Governmental Authority to issue any Approvals, or the suspension, termination or revocation of any material Approvals, required for the Operation of the Managed Facility; *provided* that the same was not caused by an Event of Default on the part of the Party or any Affiliate of such Party claiming the occurrence of a Force Majeure Event (it being understood that for the purpose of this definition, Tenant and its Controlled Subsidiaries (for so long as Tenant is a Controlled Subsidiary of CEC) and Manager and its Controlled Subsidiaries (for so long as Manager is a wholly owned subsidiary of CEC) shall be deemed Affiliates, if otherwise satisfying the definition of Affiliate); and (i) a change in Gaming Regulations or other action by any Governmental Authority which results in the disruption, suspension or cessation of Gaming activities in the Gaming industry generally (on a local, regional, state or federal basis).



**“Foreclosure by Leasehold Lender”** means any sale, disposition, conveyance, foreclosure of a leasehold mortgage or security interest or similar transaction, assignment in lieu of foreclosure, appointment of a receiver or other transfer, in each case of any right, title or interest of Tenant in the Lease and/or the Leased Property (or any direct or indirect Ownership Interests of Tenant) and in each case in connection with (i) an event of default under a Leasehold Financing with a Leasehold Lender (which event of default may or may not, for the avoidance of doubt, also constitute a Tenant Lease Event of Default) and (ii) the exercise of Leasehold Lender’s remedies thereunder, whether with the consent of Tenant, involuntary, by operation or law or otherwise (including as a result of any bankruptcy, insolvency or dissolution proceedings or by declaration of or transfer in trust) or whether pursuant to a transfer of the assets of Tenant or of the Transfer of Ownership Interests of Tenant.

**“Funds Request”** shall have the meaning set forth in Section 5.5.2.

**“GAAP”** means those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States at the time in question. Any financial or accounting terms not otherwise defined herein shall be construed and applied according to GAAP.

**“Gaming”** has the meaning provided in the Lease.

**“Gaming Authorities”** means any Governmental Authority regulating Gaming or related activities.

**“Gaming License”** has the meaning provided in the Lease.

**“Gaming Regulations”** has the meaning provided in the Lease.

**“Governmental Authority”** means any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof.

**“Guaranteed Obligations”** shall have the meaning set forth in Section 17.1.

**“Guaranty Covenant Termination Date”** shall mean the earlier of (i) the date upon which all of the Guaranteed Obligations shall have been irrevocably paid and satisfied in full in cash and (ii) only in the event that a Guaranty Release Date has occurred pursuant to Section 17.3.5, the date on which there shall have been finally determined, and irrevocably paid and satisfied in full in cash, all Guaranteed Obligations with respect to which, prior to the date that is twelve (12) months after the occurrence of such Guaranty Release Date, Landlord has either made claims in accordance with this Agreement to, or otherwise demanded payment in accordance with this Agreement from, Lease Guarantor.

“**Guaranty Release Date**” shall have the meaning set forth in Section 17.3.5.

“**Guaranty Termination Obligations**” shall mean the sum, without duplication, of (i) the aggregate amount of any outstanding Guaranteed Obligations that are due and payable as of the Guaranty Release Date, (ii) the aggregate amount of any Guaranteed Obligations to which Landlord is (or may become) entitled in respect of any period prior to the Guaranty Release Date that are not covered under clause (i), and (iii) the aggregate amount of any damages to which Landlord is or may become entitled under and in accordance with the terms of the Lease due to or arising out of any termination of the Lease that occurs on or prior to the Guaranty Release Date (it being understood that in the case of clauses (ii) through (iii), the full extent of such Guaranteed Obligations may not be known or demanded by Landlord as of the effective date of any such termination of the Lease). For purposes of this definition, the term “Guaranteed Obligations” shall not include Guaranteed Obligations described in clause (ii) of the definition of “Guaranteed Obligations” set forth in Section 17.1 hereof.

“**Guest Data**” means any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Manager, Tenant, Services Co or any of their respective Affiliates, regardless of the source or location thereof, and including without limitation such information obtained or derived by Manager, Tenant, Services Co or any of their respective Affiliates from: (i) guests or customers of the Managed Facility (for the avoidance of doubt, including Property Specific Guest Data); (ii) guests or customers of any Other Facility (as defined in the Lease) (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by Tenant or any of its Affiliates, or any facility associated with any such Other Facility (including restaurants, golf courses and spas); or (iii) any other sources or databases, including websites, central reservations databases, operational data base (ODS) and any player loyalty programs (e.g., the Total Rewards Program).

“**Indemnified Party**” means any Tenant Indemnified Party or Manager Indemnified Party entitled to receive indemnification pursuant to this Agreement.

“**Indemnifying Party**” means any Party obligated to indemnify an Indemnified Party pursuant to this Agreement.

**“Independent Director”** means a member of the board of directors of Lease Guarantor who is “independent” under NASDAQ listing rules.

**“Index”** means the Consumer Price Index for the West Region, as published by the Department of Statistics of the US Bureau of Labor, using the period October/November 1995 as a base of one hundred (100), or if such index is discontinued, the most comparable index published by any United States governmental agency, as acceptable to Tenant and Manager.

**“Individual”** means a natural person, whether acting for himself or herself, or in a representative capacity.

**“Initial Expert”** shall have the meaning set forth in Section 18.2.1.1.

**“Initial Term”** shall have the meaning set forth in Section 2.4.1.

**“Insurance Costs”** means all insurance premiums or other costs paid for any insurance policies maintained by Tenant with respect to the Managed Facility.

**“Insurance Program”** means the insurance program of Affiliates of Manager that are provided to the Other Managed Facilities and Other Managed Resorts.

**“Insurance Requirements”** means at any time, the minimum coverage, limits, deductibles and other requirements required by Manager, which such Insurance Requirements shall be not less than the insurance required pursuant to the Lease at such time.

**“Intellectual Property”** or **“IP”** means all rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (**“Trademarks”**), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts, (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).

“**Intercreditor Agreement**” shall have the meaning set forth in the Lease.

“**Joliet Partner**” means Des Plaines Development Holdings, LLC.

“**Landlord Confidential Information**” means confidential or proprietary information relating to Landlord’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Landlord in writing as confidential or proprietary to which Manager and Tenant obtain access by virtue of the relationship between the Parties.

“**Landlord Financing**” means any debt financing or refinancing of Landlord or any Affiliate thereof that relates or applies to, in whole or in part, Landlord’s interest in the Lease, this Agreement and/or the Leased Property, or revenues therefrom (or any portion thereof), including debt financing or refinancing secured (in whole or in part) by security interest in Landlord’s interest in the Lease, this Agreement and/or the Leased Property.

“**Landlord Financing Documents**” means all loan agreements, bond indentures, promissory notes, mortgages, deeds of trust, security agreements, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Landlord Financing.

“**Landlord’s Lender**” means any “Fee Mortgagee” under the Lease.

“**Landlord Mortgage**” means any “Fee Mortgage” under the Lease.

“**Landlord Prohibited Person**” shall mean any Person that, in the capacity it is proposed to be acting (but not in any other capacity), is more likely than not to jeopardize Landlord’s or any of its Affiliates’ ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“**Lease**” shall have the meaning set forth in the Recitals hereto.

“**Lease/Debt Guaranty Collateral**” shall have the meaning set forth in Section 17.4.5.1.

“**Lease Foreclosure Transaction**” shall have the meaning set forth in the Lease.

“**Lease Guarantor Event of Default**” shall have the meaning set forth in Section 16.1.3.

“**Lease Guarantor Prohibited Person**” shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as

being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Lease Guarantor or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Lease Guarantor or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Lease Guarantor's or any of its Affiliate's ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

**"Lease Guaranty"** shall mean all of the provisions, terms and conditions of this Agreement pertaining to (x) obligations and liabilities of Lease Guarantor with respect to the Guaranteed Obligations, including the provisions, terms and conditions of Article XVII hereof, and (y) without limitation of the preceding clause (x), Landlord's rights and remedies in connection with any Lease Guarantor Event of Default, including the provisions, terms and conditions of Section 16.1.3 and Section 16.1.5.3, it being understood, for the avoidance of doubt, that all such provisions, terms and conditions of this Agreement are for the express benefit of Landlord.

**"Lease Guaranty Claim"** shall have the meaning set forth in Section 17.2.1.

**"Lease Guaranty Security Interest"** shall have the meaning set forth in Section 17.4.5.1.

**"Lease Initial Term"** means the "Initial Term" under (and as defined in and subject to the terms of) the Lease.

**"Lease Insurance Requirements"** shall have the meaning set forth in Section 12.1.1.1.

**"Lease/MLSA Related Agreements"** means, collectively, the Lease, this Agreement, the Transition Services Agreement, and the Intercreditor Agreement.

**"Lease Renewal Term"** means any "Renewal Term" under (and as defined in and subject to the terms of) the Lease that becomes effective under the Lease in accordance with its terms.

**"Leased Property"** shall have the meaning set forth in the Lease.

**"Leasehold Financing"** means any debt financing or refinancing obtained by Tenant or Tenant's Affiliates that relates or applies to, in whole or in part, the Lease and/or the Leased Property or revenues therefrom (or any portion thereof), including debt financing secured (in whole or in part) by a Leasehold Mortgage or Security Interest in Tenant's leasehold interest under the Lease.

**"Leasehold Financing Documents"** means all loan agreements, security agreements, pledge agreements, bond indentures, promissory notes, Leasehold

Mortgages, guarantees and other documents and instruments (including all amendments, modifications, side letter and similar ancillary agreements) relating to any Leasehold Financing.

“**Leasehold Foreclosure with MLSA Assumption**” shall mean the Foreclosure by Leasehold Lender and (in the case of a direct assignment) the assumption by such Leasehold Lender or its permitted designee of this Agreement, made in compliance with Section 11.1 and Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Assumption shall not become effective hereunder until Leasehold Lender (or such designee) shall have complied in all respects with (i) the conditions set forth in Section 11.1.3 of this Agreement, including the execution and delivery of the Tenant Assumption Agreement, and (ii) the applicable provisions of Section 22.2(i) of the Lease.

“**Leasehold Foreclosure with MLSA Termination**” shall mean the termination of this Agreement and all of Manager’s and Lease Guarantor’s obligations hereunder in connection with a Foreclosure by Leasehold Lender that is made in compliance in all respects with Article XIII of this Agreement and the applicable provisions of the Lease, including, without limitation, Section 22.2(i) of the Lease. Without limitation, a Leasehold Foreclosure with MLSA Termination shall not become effective hereunder until Leasehold Lender shall have complied with the applicable provisions of Section 22.2(i) of the Lease.

“**Leasehold Lender**” means any “Permitted Leasehold Mortgagee” under the Lease.

“**Leasehold Mortgage**” means any “Permitted Leasehold Mortgage” under the Lease.

“**Licensing Event**” means:

(a) with respect to Tenant, (i) a communication (whether oral or in writing) by or from any Gaming Authority to Manager or any of its Affiliates (a “**Manager Party**”) or to a member of the Subject Group or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any member of the Subject Group with any Manager Party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any Manager Party under any Gaming Regulations or (B) violate any Gaming Regulations to which a Manager Party is subject; or (ii) any member of the Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Person is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so; and

(b) with respect to Manager, (i) a communication (whether oral or in writing) by or from any Gaming Authority to a member of the Subject Group or a Manager Party or other action by any Gaming Authority that indicates that such Gaming Authority may find that the association of any Manager Party with any member of the Subject Group party is likely to (A) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any Gaming License or any other material rights or entitlements held or required to be held by any member of the Subject Group under any Gaming Regulations or (B) violate any Gaming Regulations to which a member of the Subject Group is subject; or (ii) any Manager Party is required to be licensed, registered, qualified or found suitable under any Gaming Regulations, and such Manager Party is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so.

For purposes of this definition, an “Affiliate” of Manager includes any Person for which Manager or its Affiliate is providing management services (other than Tenant and its subsidiaries).

“**M/T Event of Default**” shall have the meaning set forth in Section 16.1.4.

“**Managed Facility**” shall have the meaning set forth in the Recitals hereto.

“**Managed Facilities IP**” means any and all Intellectual Property owned by or licensed to Caesars IP Holder, Tenant or its subsidiaries that is necessary for the Operation or Management of the Managed Facility, including, without limitation, any Property Specific Guest Data and Guest Data, the Brands, the Trademarks included in Exhibit E attached hereto, and the Property Specific IP.

“**Managed Facility Personnel**” means all Individuals employed by Tenant or its subsidiaries and performing services on a part-time or full-time basis at the Managed Facility during the Term (including any Senior Executive Personnel), regardless of the specific titles given to such Individuals.

“**Managed Facility Personnel Costs**” means all cash costs and expenses associated with the employment or termination of Managed Facility Personnel (including the Senior Executive Personnel), including recruitment expenses, the costs of moving executive level Managed Facility Personnel, their families and their belongings to the area in which the Managed Facility is located at the commencement of their employment at the Managed Facility, compensation and benefits (including the costs of any equity based benefits at the time the economic cost is realized by Manager or its Affiliates (e.g., exercise rather than grant, repurchase, cash-out, etc.); *provided* that, if a portion of such benefits were awarded in connection with services performed at another facility owned or operated by Manager or its Affiliates, the Managed Facility Personnel Costs shall only include the portion of such costs which are related to such Managed Facility Personnel’s employment on behalf of the Managed Facility and such proportional amount shall be

included in Managed Facility Personnel Costs regardless of whether the cost of such equity based benefits are realized while the applicable Managed Facility Personnel is employed on behalf of the Managed Facility or is employed at another facility owned or operated by Manager or its Affiliates), employment Taxes, training and severance payments, all in accordance with Applicable Laws, Manager's policies for Other Managed Facilities and Other Managed Resorts and such other policies as may be established pursuant to this Agreement.

“**Management Account**” shall have the meaning set forth in Section 5.4.1.3.

“**Manager**” shall mean Joliet Manager, LLC, a Delaware limited liability company, or its successors or permitted assigns (including any trustee appointed over its assets).

“**Manager Assumption Document**” shall have the meaning set forth in Section 11.2.2.

“**Manager Confidential Information**” means confidential or proprietary information relating to Manager's or any of its Affiliates' (other than Tenant's) businesses that derives value, actual or potential, from not being generally known to others, including all Proprietary Information and Systems, proprietary Manuals, confidential fees and confidential terms of all Centralized Services and any confidential or proprietary documents and information specifically designated by Manager in writing as confidential or proprietary to which Tenant and Landlord obtain access solely by virtue of the relationship between the Parties; *provided* that “Manager Confidential Information” shall not include Property Specific Guest Data or Guest Data or any information that Tenant independently possesses solely in its capacity as a member of Services Co.

“**Manager Event of Default**” has the meaning set forth in Section 16.1.2.

“**Manager Indemnified Parties**” shall have the meaning set forth in Section 12.3.1.

“**Manager Prohibited Person**” shall mean any Person that: (a) is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to (i) have a material adverse effect on Manager or any of its Affiliates or (ii) make such Person unsuitable under Applicable Law to hold a Gaming License or to be associated with a Gaming licensee or otherwise jeopardizes any of the Gaming Licenses of Manager or any of its Affiliates; or (b) is otherwise more likely than not to jeopardize Manager's or any of its Affiliate's ability to hold a Gaming License or to be associated with a Gaming licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).



**“Manager’s Designated Financial Officer”** shall mean the highest level financial officer among the Senior Executive Personnel.

**“Manager’s Standard of Care”** shall have the meaning set forth in Section 2.1.2.

**“Manager’s System Policies”** shall have the meaning set forth in Section 2.1.3.

**“Manuals”** means all written, digitized, computerized or electronically formatted manuals and other documents and materials prepared and used by Manager for other Managed Resorts as instructions, requirements, guidance or policy statements with respect to Manager’s Other Managed Resorts, which are loaned or otherwise made available to Tenant.

**“Monetary Tenant Default”** shall have the meaning set forth in Section 17.2.1.

**“Monthly Debt Service Schedule”** shall have the meaning set forth in Section 5.4.6.

**“Monthly Report”** shall have the meaning set forth in Section 10.2.

**“New Lease”** shall have the meaning set forth in the Lease.

**“Non-Consented Lease Termination”** shall have the meaning set forth in Section 21.1.1.

**“Non-Core Tenant Competitor”** means a Person that is engaged or is an Affiliate of a Person that is engaged in the ownership or operation of a Gaming business so long as (i) such Person’s consolidated annual gross gaming revenues do not exceed Five Hundred Million and No/100 Dollars (\$500,000,000.00) (which amount shall be increased by the Escalator on the first (1<sup>st</sup>) day of each Lease Year, commencing with the second (2<sup>nd</sup>) Lease Year) and (ii) such Person does not, directly or indirectly, own or operate a Gaming Facility within thirty (30) miles of a Gaming Facility directly or indirectly owned or operated by CEC. For purposes of the foregoing, (a) ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business and (b) the terms “Affiliate,” “Escalator,” “Lease Year,” “Gaming Facility” and “Person” shall each have the meaning given thereto in the Lease.

**“Non-CPLV Landlord”** means “Landlord” under the Non-CPLV MLSA.

**“Non-CPLV Lease”** means that certain Lease (Non-CPLV), dated as of the date hereof, by and between various Affiliates of Landlord, as “Landlord”, and various Affiliates of Tenant, as “Tenant”, as amended, restated, supplemented or otherwise modified from time to time.

**“Non-CPLV Managed Facilities”** means “Managed Facilities” under the Non-CPLV MLSA.

“**Non-CPLV MLSA**” means that certain Management and Lease Support Agreement (Non-CPLV), dated as of the date hereof, by and among Lease Guarantor, Non-CPLV Manager, LLC, Non-CPLV Tenant, Non-CPLV Landlord, and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Non-CPLV Tenant**” means “Tenant” under the Non-CPLV MLSA.

“**Non-Discriminatory**” means consistent, commercially reasonable, fair treatment of all Persons regardless of the ownership, control or affiliations of any such Persons (i) subject to the same or substantially similar policies and procedures, including policies and procedures related to the standards of service and quality required to be provided by such Persons or (ii) participating jointly in the same transactions or relationships or participating in separate, but substantially similar, transactions or relationships for the procurement of goods or services, in each case, including, without limitation, the unbiased and consistent allocation of costs, expenses, savings and benefits of any such policies, procedures, relationships or transactions on the basis of a fair and equitable methodology; *provided, however*, that goods and services shall not be required to be provided in a manner that exceeds the standard of service required to be provided at the Managed Facility under the terms of this Agreement to be deemed “Non-Discriminatory” nor shall the standard of service and quality provided at the facilities owned or operated by each such Person be required to be similar so long as, in each case, both (x) a commercially reasonable business justification (without giving effect to Lease economics) that is not discriminatory to Landlord and the Non-CPLV Landlord, taken as a whole, or the Non-CPLV Managed Facilities and the Managed Facility, taken as a whole, exists for the manner in which such goods and services are provided, and (y) the manner in which such goods and services are provided is not intended or designed to frustrate, vitiate or reduce (I) the rights of Landlord under this Agreement, the Lease, or the other Lease/MLSA Related Agreements or the rights of the Non-CPLV Landlord under the Non-CPLV MLSA, the Lease (as defined in the Non-CPLV MLSA) or the other Lease/MLSA Related Agreements (as defined in the Non-CPLV MLSA), or (II) the payment of Variable Rent (as such term is defined in the Lease) under the Lease or under the Lease (as defined in the Non-CPLV MLSA).

“**Non-Third Party Financing**” means any financing in which (a) Tenant, Lease Guarantor or Manager or any Affiliate of any of them acts as a trustee, agent or similar representative or (b) Tenant, Lease Guarantor or Manager or any Affiliate of any of them (excluding any Person that is such an Affiliate as a result of its ownership of publicly traded equity interests in any Person) holds (excluding any ownership of publicly traded equity interests in any Person) either (i) a Controlling direct or indirect equity interest or (ii) a direct or indirect equity interest of at least ten percent (10%) of the outstanding equity interests in any such lender, trustee, agent or other financing provider (any lender, trustee, agent or other financing provider described under clause (b)(i) or (b)(ii)), a “**Sponsor Lender Entity**”), and in each such case the principal amount of such financing provided by any Sponsor, its Affiliates, and/or its Sponsor Lender Entities either (x) exceeds twenty-five percent (25%) of the aggregate principal amount of such

financing or (y) is not a strictly “passive” investment. For purposes of this definition, “passive” means having no ability to exercise any decision-making in respect of the overall financing other than, for the avoidance of doubt, customary voting rights attributable to the financing that extend to all other providers of such financing.

“**Omnibus Agreement**” means that certain Second Amended and Restated Omnibus Agreement and Enterprise Services Agreement, dated as of the date hereof, by and among Services Co, CEOC, CERP, CGPH, CLC and Caesars World LLC, as further amended, restated, supplemented or otherwise modified from time to time.

“**Opco Debt Guaranty**” shall have the meaning set forth in Section 17.4.5.1.

“**Opco First Lien Debt**” shall mean the indebtedness of CEOC under (i) Tenant’s Initial Financing (as such term is defined in the Lease) and (ii) any refinancing by CEOC of the indebtedness of CEOC referenced in clause (i) of this definition that constitutes a Leasehold Financing.

“**Opco First Lien Debt Security Interest**” shall have the meaning set forth in Section 17.4.5.1.

“**Operate**”, “**Operating**” or “**Operation**” means to manage, operate, use, maintain, market, promote, repair, and provide other management or operations services to the Managed Facility, all as more particularly described in this Agreement.

“**Operating Account**” shall have the meaning set forth in Section 5.4.1.1.

“**Operating Deficiency Cause**” shall have the meaning set forth in Section 16.1.1.5.

“**Operating Deficiency Notice**” shall have the meaning set forth in Section 16.1.1.5.

“**Operating Expenses**” means, with respect to any period of time, all ordinary and necessary expenses incurred in the Operation of the Managed Facility, including all: (a) Managed Facility Personnel Costs and all other Reimbursable Expenses; (b) all expenses for maintenance and repair; (c) costs for utilities; (d) administrative expenses, including all costs and expenses relating to the Bank Accounts and Certified Financial Statements; (e) costs and expenses for marketing, advertising and promotion of the Managed Facility; (f) amounts payable to Manager as set forth in this Agreement; (g) costs for the lease, rental or license of real or personal property (including payments by Tenant under the Lease or with respect to Intellectual Property); (h) Insurance Costs; (i) Taxes (other than income Taxes); (j) costs for the lease, rental or license of real or personal (including Intellectual Property); (k) an allocation (based upon relative net revenues of all of Tenant’s operating subsidiaries) of the operating expenses of Tenant; (l) all amounts to be paid to Manager or its Affiliates in connection with any redemptions under the Total Rewards Program; and (m) Centralized Services Charges, all as determined in accordance with GAAP, but expressly excluding the following: (i) costs of

Building Capital Improvements and ROI Capital Improvements; and (ii) fees and costs for professional services, including the fees and expenses of attorneys, accountants and appraisers, incurred directly or indirectly in connection with any category of expense that is not itself an Operating Expense and required to be capitalized in accordance with GAAP.

**“Operating Limitations”** means: (a) any provision of the Leasehold Financing Documents or any applicable ground lease (including the Lease), easement or similar obligation (in each case as in effect as of the Commencement Date or otherwise effectuated as permitted under the Lease) limiting or otherwise imposing conditions on Manager with respect to the Operation of the Managed Facility and (b) limitations or conditions arising under Applicable Laws. Notwithstanding anything contained in this Agreement, absent Landlord’s consent, no change or amendment to the Operating Limitations contained in the foregoing clause (a) as in effect on the Commencement Date effected at any time that Tenant is a Controlled Subsidiary of Lease Guarantor and Manager is a wholly owned subsidiary of Lease Guarantor (other than any changes to any ground lease made by or with the consent of Landlord) shall relieve Manager from (i) its obligations to Operate the Managed Facility in compliance with the Operating Standard and in a Non-Discriminatory manner or (ii) effect any decrease in the level of service or quality of Operation of the Managed Facility required as of the Commencement Date pursuant to the Operating Standard.

**“Operating Standard”** shall have the meaning set forth in Section 2.1.4.

**“Operating Year”** means each calendar year during the Term, except the initial Operating Year shall be a partial year beginning on the Commencement Date and ending on the following December 31, and if this Agreement is terminated effective on a date other than the last day of an Operating Year in any year, then the last Operating Year shall also be a partial year ending on the effective date of expiration or termination.

**“Other Managed Facilities”** means the hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned or leased by Landlord and its Affiliates (and/or any of their respective successors or assigns) and leased and operated by or on behalf of Manager (or such other wholly owned subsidiary of Lease Guarantor) under management agreements among CEOC and/or any of its subsidiaries, Manager (or such other wholly owned subsidiary of CEC) and any such other parties to such agreements, excluding the Managed Facility. As of the date of this Agreement, the Other Managed Facilities are as follows: (i) the CPLV Managed Facility and (ii) the Non-CPLV Managed Facilities.

**“Other Managed Resorts”** means hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned and/or operated by or on behalf of Manager or its Affiliates under any brand or no brand, but excluding the Managed Facility and the Other Managed Facilities.

**“Other MLSAs”** means, collectively or individually, as the context may require, (i) the CPLV MLSA and (ii) the Non-CPLV MLSA.

**“Out-of-Pocket Expenses”** means the reasonable out-of-pocket travel costs (without mark-up) incurred by Manager or its Affiliates to third parties in performing its services under this Agreement, including air and ground transportation, meals, lodging and gratuities.

**“Ownership Interests”** means all forms of ownership, whether legal or beneficial, voting or non-voting, including stock, partnership interests, limited liability company membership or ownership interests, joint tenancy interests, proprietorship interests, trust beneficiary interests, proxy interests, power-of-attorney interests, and all options, warrants and instruments convertible into such other interests, and any other right, title or interest not included in this definition that constitutes a form of direct or indirect ownership in a Person.

**“Parent Company”** means, with respect to any Person, any Entity that holds any form of ownership interest in such Person, whether directly or indirectly through an ownership interest in one (1) or more other Entities holding an ownership interest in such Person.

**“Party”** or **“Parties”** shall have the meaning set forth in the Preamble hereto, subject to the provisions of Section 19.3 and 20.2 as such terms are used in said Sections.

**“Permitted Uses”** shall have the meaning set forth in Section 7.1.2.

**“Person”** means an Individual or Entity, as the case may be.

**“Prime Rate”** means, on any date, a rate equal to the annual rate on such date publicly announced by JPMorgan Chase Bank, N.A. (*provided* that if JPMorgan Chase Bank, N.A. ceases to publish such rate, the Prime Rate shall be determined according to the Prime Rate of another nationally known money center bank reasonably selected by Landlord), to be its prime rate for ninety (90)-day unsecured loans to its corporate borrowers of the highest credit standing, but in no event greater than the maximum rate then permitted under applicable law.

**“Prior Related Dispute”** shall have the meaning set forth in Section 18.2.1.1.

**“Promotional Allowances”** means the value of goods and services given to customers of the Managed Facility on a complimentary basis, such as complimentary food, beverages, accommodations, entertainment and parking, promotions, credits or discounts provided to any customer, any permitted or awarded “free play” and credits, coupons and vouchers issued for redemption by a customer as well as the value of cash and cash-back Complimentaries given to customers of the Managed Facility.

**“Property Specific Guest Data”** means any and all Guest Data, to the extent in or under the possession or control of Tenant, Services Co, Manager or their respective Affiliates identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the Managed Facility,

including retail locations, restaurants, bars, casino and Gaming Facilities (as defined in the Lease), spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards Program or any other customer loyalty program of Services Co and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, i.e. in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards Program or other customer loyalty program), (ii) Guest Data that concerns facilities that are owned or operated by CEC or its Affiliates, other than the Managed Facility, and that does not concern the Managed Facility, and (iii) Guest Data that concerns Proprietary Information and Systems and is not specific to the Managed Facility.

**“Property Specific IP”** means all Intellectual Property that is both (i) specific to the Managed Facility and (ii) currently or hereafter owned by CEOC or any of its subsidiaries, including the Intellectual Property set forth on Exhibit G attached hereto.

**“Proprietary Information and Systems”** means the “Service Provider Proprietary Information and Systems”, as such term is defined in the Omnibus Agreement.

**“Purchasing Program”** shall have the meaning set forth in Section 5.6.

**“Reimbursable Expenses”** means the following expenses to the extent incurred by Manager or any of its Affiliates in accordance with this Agreement or the Annual Budget: (a) all Managed Facility Personnel Costs; (b) all amounts paid by Manager to third parties relating to Third-Party Centralized Services or any other Centralized Services Charges or other expenses incurred in connection with Centralized Services pursuant to Section 4.1 that are paid by Manager; (c) all Out-of-Pocket Expenses incurred by Manager directly in connection with its Operation of the Managed Facility; (d) payments made or incurred by Manager in accordance with the Annual Budget to third parties for goods and services in the ordinary course of business in the Operation of the Managed Facility; (e) payments made or incurred by Manager in connection with the Managed Facility and as authorized under this Agreement; (f) all amounts owed in connection with any redemption under the Total Rewards Program; (g) all amounts actually incurred by Manager to third-parties in maintaining the Property Specific Guest Data (including the creation of back-up tapes related thereto); and (h) all Taxes to be paid by Tenant to Manager in accordance with Section 3.6.

**“Renewal Term”** shall have the meaning set forth in Section 2.4.1.

**“Reservations System”** means any reservations system operated by Services Co or any of its Affiliates.

**“Restricted Payment”** shall have the meaning set forth in Section 17.4.4.

**“ROI Capital Improvements”** means all alterations, improvements, replacements, renewals and additions to the Managed Facility that are capitalized under GAAP and involve a material change in the primary use of, or a material physical expansion or alteration of, the Managed Facility (including adding or removing guest rooms, meeting rooms or changing the configuration of the Managed Facility).

**“Routine Capital Improvements”** means all maintenance, repairs, alterations, improvements, replacements, renewals and additions to the Managed Facility (including replacements and renewals of FF&E, exterior and interior painting, resurfacing of walls and floors, resurfacing parking areas and replacing folding walls) that are capitalized under GAAP and not depreciated as real property. For avoidance of doubt, Routine Capital Improvements expressly exclude Building Capital Improvements and ROI Capital Improvements.

**“Security Interest”** means any security interest, collateral assignment, pledge or similar document or instrument that encumbers any assets belonging to Tenant or any of its subsidiaries relating to the Managed Facility (or any portion thereof or interest therein) that constitutes a personal property interest (including all Supplies located at or used in the Operation of the Managed Facility, the Bank Accounts and Tenant’s rights under this Agreement) and/or any direct or indirect Ownership Interests in Tenant.

**“Senior Executive Personnel”** means the Individuals employed from time to time as the general manager of the Managed Facility and the general manager’s direct reports and other executive staff serving such functions, regardless of the specific titles given to such Individuals.

**“Services Co”** means (1) CES or (2) any replacement or successor services company engaged in performing services on behalf of Tenant and related entities similar to those performed by, or contemplated to be performed by, CES on the date hereof.

**“Services Co LLC Agreement”** means that certain Amended and Restated Limited Liability Company Agreement of Services Co, dated as of May 20, 2014, as amended, restated, supplemented or otherwise modified from time to time.

**“Software”** means, as they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application or other program, including all source code, object code, specifications, databases, designs and documentation related thereto.

**“Sponsor”** means each of (i) collectively Apollo Global Management, Inc., Apollo Management VI, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”) and (ii) collectively, TPG Capital, L.P., TPG Partners V, L.P. and its affiliated co-investment partnerships and their respective Affiliates (other than any “portfolio company”).

**“Springing Lien Subsidiary”** means a subsidiary of CEC other than (i) CEOC, Tenant, Non-CPLV Tenant, CPLV Tenant or any of their respective subsidiaries, (ii) the borrower (or any co-borrower) or the issuer (or any co-issuer) under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral and (iii)

a direct or indirect subsidiary of one or more of the entities described in clause (ii) above that is a “restricted subsidiary” under the OpCo First Lien Debt that is secured by the applicable Lease/Debt Guaranty Collateral.

“**Stated Expiration Date**” shall have the meaning set forth in the Lease.

“**Subject Group**” means Tenant, Tenant’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons) (excluding Manager and its Affiliates (other than Tenant and its Controlled Subsidiaries) and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons).

“**Subsequent Related Dispute**” shall have the meaning set forth in Section 18.2.1.1.

“**Substantial Transfer**” means, in the case of CEC, Manager or Tenant, the sale or other disposition by such Party and its Controlled Subsidiaries of all of the direct and indirect assets of such Party and its Controlled Subsidiaries (other than assets that are, in the aggregate, *de minimis*) in a single transaction or series of related transactions.

“**Supplies**” means all operating supplies and equipment used in the Operation of the Managed Facility.

“**Support Facilities**” means all facilities located in or attached to, and/or operated on, the Leased Property or any portion thereof, including, without limitation, any hotel and hotel guest rooms and suites, food, beverage, entertainment and retail facilities and parking structures.

“**Taking**” shall have the meaning set forth in the Lease.

“**Taxes**” means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, commercial activity taxes, personal property taxes, Gaming taxes, fees and charges and business and occupation taxes, imposed by any Governmental Authority against Tenant in connection with the ownership or Operation of the Managed Facility, but expressly excluding income, franchise or similar taxes imposed on Tenant.

“**Technology Systems**” means certain technology systems, including the Reservations System, Proprietary Information and Systems, third-party Software, hardware and telecommunications equipment and any system upgrades and/or replacements therefor.

“**Tenant**” shall have the meaning set forth in the Preamble hereto.



“**Tenant Assumption Agreement**” shall have the meaning set forth in Section 11.1.3.2.

“**Tenant Competitor**” means, as of any date of determination, any Person (other than Tenant, CEOC, Lease Guarantor and any of their respective Affiliates) that is engaged, or is an Affiliate of a Person that is engaged, in the ownership or operation of a Gaming business; *provided* that (i) for purposes of the foregoing, ownership of the real estate and improvements where a Gaming business is conducted, without ownership of the Gaming business itself, shall not be deemed to constitute the ownership of a Gaming business, (ii) any investment fund or other Person with an investment representing an equity ownership of fifteen percent (15%) or less in a Tenant Competitor and no Control over such Tenant Competitor shall not be a Tenant Competitor, (iii) solely for purposes of Section 11.4.1.2(iii), a Person with an investment representing an equity ownership of twenty-five percent (25%) or less in a Non-Core Tenant Competitor shall be deemed to not have Control over such Tenant Competitor, and (iv) Landlord shall not be deemed to become a Tenant Competitor by virtue of it or its Affiliate’s acquiring ownership, or engaging in the operation of, a Gaming business, if Landlord or any of its Affiliates first offered CEC (or its Subsidiary, as applicable) the opportunity to lease and manage such Gaming business pursuant to the ROFR Agreement (as defined in the Lease) and CEC (or its Subsidiary, as applicable) did not accept such offer. For purposes of this definition, the terms “Affiliate,” “Control,” “Person” and “Subsidiary” shall each have the meaning given thereto in the Lease.

“**Tenant Confidential Information**” means confidential or proprietary information relating to Tenant’s or any of its Affiliates’ businesses that derives value, actual or potential, from not being generally known to others specifically designated by Tenant in writing as confidential or proprietary to which Manager and Landlord obtain access solely by virtue of the relationship between the Parties. “Tenant Confidential Information” shall include Property Specific Guest Data and Guest Data.

“**Tenant Indemnified Parties**” shall have the meaning set forth in Section 12.3.2.

“**Tenant Lease Event of Default**” shall mean the occurrence (and continuance) of a “Tenant Event of Default” (as such term is defined in the Lease) under the Lease.

“**Tenant MLSA Event of Default**” shall have the meaning set forth in Section 16.1.1.

“**Tenant Prohibited Person**” means any Person that is (or is owned or controlled by a Person that is) generally recognized in the community as being a Person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case which is more likely than not to jeopardize Tenant’s or any of its Affiliates’ ability to hold a Gaming license or to be associated with a Gaming Licensee under any applicable Gaming Regulations (other than any Gaming Authority established by any Native American tribe).

“Term” shall have the meaning set forth in Section 2.4.1.

“Terminated for Cause” (or “Termination for Cause”) means either of the following subparagraphs (1) or (2), which may be elected by Landlord at its option:

(1) (i) Landlord has expressly elected to (and does) terminate Manager as manager hereunder and notified Manager thereof, (ii) Landlord has determined in good faith that such termination is for Cause and (iii) an arbitrator shall have made a finding that Cause existed to terminate Manager in accordance with the following sentence. Manager, Tenant, Lease Guarantor and Landlord agree that the determination of whether Cause existed to terminate Manager will be decided by binding arbitration, on an expedited basis, pursuant to the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes, in effect as of the Commencement Date, before a single arbitrator who shall be mutually acceptable to Manager and Landlord and who shall conduct the arbitration in New York, New York and who shall apply New York Law (collectively, a “Cause Arbitration”). In the event of a termination by Landlord of Manager under this clause (1), Lease Guarantor’s obligations under Article XVII shall continue throughout the pendency of the Cause Arbitration, and in the event the arbitrator determines that Cause did not exist, (a) Lease Guarantor’s obligations under Article XVII shall terminate and be deemed to have terminated as of such date of Manager’s termination and (b) Landlord shall reimburse Lease Guarantor for (i) any amounts actually received by Landlord pursuant to Lease Guarantor’s obligations under this Agreement in respect of any period following such termination during which Manager was actually not acting as manager of the Managed Facility and (ii) any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with such arbitration. In the event such arbitrator determines that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the arbitration.

(2) (i) Landlord has determined in good faith that Cause exists to terminate Manager as manager, (ii) Landlord has delivered written notice to Manager that it has determined in good faith that Cause exists to terminate Manager as manager hereunder and that Landlord shall commence a Cause Arbitration to determine whether or not Cause exists and (iii) the arbitrator in a Cause Arbitration determines that Cause exists to terminate Manager, and Landlord thereafter terminates Manager as manager. For the avoidance of doubt, if such arbitrator determines that Cause did not exist to terminate Manager, then Manager shall not be terminated and shall continue to manage the Managed Facility pursuant to the terms of this Agreement and all obligations of Lease Guarantor under Article XVII shall remain in place, all in accordance with this Agreement. Further, in the event such arbitrator determines (x) that Cause did not exist, Landlord shall reimburse Lease Guarantor for any reasonable and customary legal expenses actually incurred by Lease Guarantor in connection with the Cause Arbitration, or (y) that Cause did exist, Lease Guarantor shall reimburse Landlord for any reasonable and customary legal expenses actually incurred by Landlord in connection with the Cause Arbitration.

For purposes of the foregoing, “Cause” shall mean: (i) intentional acts or intentional omissions of Manager to the material detriment of assets leased by Tenant or the Non-CPLV Tenant or owned by Landlord or the Non-CPLV Landlord, taken as a whole, for the benefit of other assets managed, owned or operated by Manager (or any other Affiliate of CEC), (ii) fraud, (iii) gross negligence or (iv) willful misconduct.

“Third-Party Centralized Services” shall have the meaning set forth in Section 4.1.

“Third-Party Manager” shall have the meaning set forth in Section 5.10.

“Third-Party Operated Areas” shall have the meaning set forth in Section 5.10.

“Total Rewards Program” means the Total Rewards® customer loyalty program as implemented from time to time as described more fully in the Omnibus Agreement.

“Transfer” means any Assignment or Transfer of Ownership Interests.

“Transfer of Ownership Interests” means, with respect to any Person, any: (a) direct or indirect sale, assignment, disposition, conveyance, gift, pledge or other transfer, in whole or in part, of any Ownership Interests in such Person or any Parent Companies of such Person; (b) merger, consolidation, reorganization or other restructuring of such Person or any Parent Companies of such Person; or (c) issuance of additional Ownership Interests in such Person or any Parent Companies of such Person that would have the effect of diluting voting rights or beneficial ownership of the Ownership Interests in such Person or any Parent Companies of such Person, in each case whether voluntary, involuntary, by operation or law or otherwise (including as a result of any divorce, bankruptcy or dissolution proceedings, by declaration of or transfer in trust, or under a will or the laws of intestate succession).

“Transition Period” means the two-year period following the expiration of this Agreement on the Stated Expiration Date or the termination of this Agreement prior to the end of the Term; *provided* that the Transition Period shall be less than two (2) years (i) after a termination of this Agreement by Landlord, at the election of Landlord in its sole discretion and (ii) following a Leasehold Foreclosure with MLSA Termination, at the sole election of the person providing management services with respect to the Managed Facility under the Replacement Management Agreement.

“Transition Services Agreement” means that certain Transition of Management Services Agreement (Joliet), dated as of the date hereof, by and among Tenant, Landlord, Services Co, CLC and Manager, as amended, restated, supplemented or otherwise modified from time to time.

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**EXHIBIT C**

**/Reserved/**

C-1

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**EXHIBIT D**

**/Reserved/**

D-1

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**EXHIBIT E**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**TRADEMARKS**

Any Trademarks included in System-wide IP that are necessary for the Operation or Management of the Managed Facility, including the trademarks listed below:

Harrah's Joliet

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**EXHIBIT F**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**LIST OF BRANDS**

Harrah's

**EXHIBIT G**

**TO MANAGEMENT AND LEASE SUPPORT AGREEMENT**

**PROPERTY SPECIFIC IP**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Brand</u>	<u>Specific/ Enterprise</u>	<u>Property</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
Sheer	United States of America	Harrah's	Specific	Harrah's Joliet	78/957904	8/22/2006	3245005	5/22/2007	Registered
The Reserve	United States of America	Harrah's	Specific	Harrah's Joliet	77/457119	4/24/2008	3801600	6/15/2010	Registered



## RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is entered into as of October 6, 2017 (the "Effective Date"), by and between CAESARS ENTERTAINMENT CORPORATION, a Delaware corporation ("CEC"), and VICI PROPERTIES L.P., a Delaware limited partnership ("Propco").

### **RECITALS:**

A. Certain Subsidiaries of Propco (individually or collectively, as the context may require, "Propco Landlord") and certain Subsidiaries of CEC (individually or collectively, as the context may require, "CEC Tenant") have entered into (i) that certain Lease (CPLV), dated as of the date hereof (the "CPLV Lease"), pursuant to which Propco Landlord leases to CEC Tenant certain real property as more particularly described therein (the "CPLV Leased Property"), (ii) that certain Lease (Non-CPLV), dated as of the date hereof (the "Non-CPLV Lease"), pursuant to which Propco Landlord leases to CEC Tenant certain real property as more particularly described therein (the "Non-CPLV Leased Property"), and (iii) that certain Lease (Joliet), dated as of the date hereof (the "Joliet Lease", and, collectively with the CPLV Lease and the Non-CPLV Lease, the "Leases"), pursuant to which Propco Landlord leases to CEC Tenant certain real property as more particularly described therein (the "Joliet Leased Property", and, collectively with the CPLV Leased Property and the Non-CPLV Leased Property, the "Leased Property").

B. CEC and Propco now desire to grant to each other certain rights of first refusal with respect to certain opportunities to acquire, operate or develop (as applicable) real property in addition to the Leased Property, in accordance with the terms, conditions and procedures set forth in this Agreement.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CEC and Propco hereby agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

"Acquisition Opportunity" means an acquisition of any existing facility that constitutes a Gaming Facility at the time such opportunity is being considered for acquisition.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In no event shall CEC or any of its Affiliates, on the one hand, or PropCo or any of its Affiliates, on the other hand, be deemed to be an Affiliate of the other party as a result of this Agreement, the Leases or the MLSAs and/or as a result of any consolidation for accounting purposes by CEC (or its Subsidiaries) or Propco (or its Affiliates) of the other such party or the other such party's Affiliates.

“Alternate CEC ROFR Terms” shall have the meaning set forth in Section 2(d) hereof.

“Alternate Propco ROFR Terms” shall have the meaning set forth in Section 3(d) hereof.

“Applicable Law” means all (a) statutes, laws, rules, regulations, ordinances, codes or other legal requirements of any federal, state or local governmental authority, board of fire underwriters and similar quasi-governmental authority, including, without limitation, any legal requirements under any Gaming Laws, and (b) judgments, injunctions, orders or other similar requirements of any court, administrative agency or other legal adjudicatory authority.

“Arbitration Panel” shall have the meaning set forth in Section 4 hereof.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in the City of Las Vegas or in the City of New York, New York are authorized, or obligated, by law or executive order, to close.

“CEC Election Period” means a period of thirty (30) days following CEC’s receipt of the applicable CEC Opportunity Package.

“CEC Licensing Event” means: (a) either (1) a communication (whether oral or in writing) by or from any Gaming Authority to Propco or any of its Affiliates or other action by any Gaming Authority that indicates that such Gaming Authority may find that, or (2) a determination by Propco, in its sole but reasonable discretion and pursuant to customary internal processes that, the association of any member of the CEC Subject Group with Propco or any of its Affiliates is likely to, (i) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by Propco or any of its Affiliates under any Gaming Law, or (ii) violate any Gaming Law to which Propco or any of its Affiliates is subject; or (b) any member of the CEC Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable within any applicable timeframes required by the applicable Gaming Authority, or, after becoming so licensed, registered, qualified or found suitable, fails to remain so. For purposes of this definition, an “Affiliate” of Propco includes any Person for which Propco or its Affiliate is providing management services.

“CEC Opportunity Package” shall have the meaning set forth in Section 2(b) hereof.

“CEC Opportunity Transaction” means any transaction or series of related transactions pursuant to which Propco or any of its Affiliates proposes to acquire (fee or leasehold), operate or develop any ROFR Property; excluding, however, any Excluded CEC Opportunity.

“CEC Panel Member” shall have the meaning set forth in Section 4(b).

“CEC Related Party” shall mean, collectively or individually, as the context may require, CEC, any holding company that directly or indirectly owns one hundred percent (100%) of the equity interests of CEC, and any Subsidiaries of CEC (including, without limitation, CEC Tenant).

“CEC ROFR” shall have the meaning set forth in Section 2(c) hereof.

“CEC ROFR Discussion Period” shall have the meaning set forth in Section 2(e) hereof.

“CEC Subject Group” means CEC, CEC’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons), excluding Propco and its Affiliates.

“Change of Control” means, with respect to any party, the occurrence of any of the following:

(a) the direct or indirect sale, exchange or other transfer (other than by way of merger, consolidation or amalgamation), in one or a series of related transactions, of all or substantially all the assets of such party and its Subsidiaries, taken as a whole, to one or more Persons;

(b) an officer of such party becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), proxy, vote, written notice or otherwise) of the consummation of any transaction or series of related transactions (including, without limitation, any merger, consolidation or amalgamation), the result of which is that any “person” or “group” (as used in Section 13(d)(3) of the Exchange Act or any successor provision) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act or any successor provision), directly or indirectly, of more than 50% of the Voting Stock of such party or other Voting Stock into which such party’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of securities or other ownership interests; or

(c) the occurrence of a “change of control”, “change in control” (or similar definition) as defined in any indenture, credit agreement or similar debt instrument under which such party is an issuer, a borrower or other obligor, in each case representing outstanding indebtedness in excess of \$100,000,000; or

(d) such party consolidates with, or merges or amalgamates with or into, any Person (or any Person consolidates with, or merges or amalgamates with or into, such party), in any such event pursuant to a transaction in which any of such party's outstanding Voting Stock or any of the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where such party's Voting Stock outstanding immediately prior to such transaction constitutes, or is converted into or exchanged for, a majority of the outstanding Voting Stock of the surviving Person or any direct or indirect Parent Entity of the surviving Person immediately after giving effect to such transaction measured by voting power rather than number of securities or other ownership interests.

For purposes of the foregoing definition: (x) a party shall include any Parent Entity of such party; and (y) "Voting Stock" shall mean the securities or other ownership interests of any class or classes having general voting power under ordinary circumstances, in the absence of contingencies, to elect the directors, managers or trustees (or other similar governing body) of a Person.

Notwithstanding the foregoing: (A) the transfer of assets between or among a party's wholly owned subsidiaries and such party shall not itself constitute a Change of Control; (B) the term "Change of Control" shall not include a merger, consolidation or amalgamation of such party with, or the sale, assignment, conveyance, transfer or other disposition of all or substantially all of such party's assets to, an Affiliate of such party (1) incorporated or organized solely for the purpose of reincorporating such party in another jurisdiction, and (2) the owners of which and the number and type of securities or other ownership interests in such party, measured by voting power and number of securities or other ownership interests, owned by each of them immediately before and immediately following such transaction, are materially unchanged; (C) a "person" or "group" shall not be deemed to have beneficial ownership of securities subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) prior to the consummation of the transactions contemplated by such agreement; (D) the Restructuring Transactions, as defined in the Propco Indenture and any transactions related thereto shall not constitute a Change of Control; and (E) a transaction will not be deemed to involve a Change of Control in respect of a party if (1) such party becomes a direct or indirect wholly owned subsidiary of a holding company, and (2) the direct or indirect owners of such holding company immediately following that transaction are the same as the owners of such party immediately prior to that transaction and the number and type of securities or other ownership interests owned by each such direct and indirect holder immediately following such transaction are materially unchanged from the number and type of securities or other ownership interests owned by such direct and indirect holder in such party immediately prior to that transaction.

"Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests, other equity interests or otherwise.

“Development Opportunity” means an acquisition or development of (i) undeveloped real property or (ii) any existing facility that does not constitute a Gaming Facility at the time such opportunity is being considered for acquisition or development, and, in each case, with respect to which the plan for such acquisition or development is to develop a Gaming Facility at such facility.

“EBITDAR” means, for any applicable period, the consolidated net income or loss of a Person on a consolidated basis for such period, determined in accordance with GAAP, provided, however, that without duplication and in each case to the extent included in calculating net income (calculated in accordance with GAAP): (i) income tax expense shall be excluded; (ii) interest expense shall be excluded; (iii) depreciation and amortization expense shall be excluded; (iv) amortization of intangible assets shall be excluded; (v) write-downs and reserves for non-recurring restructuring-related items (net of recoveries) shall be excluded; (vi) reorganization items shall be excluded; (vii) any impairment charges or asset write-offs, non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations, and non-cash charges for deferred tax asset valuation allowances, shall be excluded; (viii) any effect of a change in accounting principles or policies shall be excluded; (ix) any non-cash costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement shall be excluded; (x) any nonrecurring gains or losses (less all fees and expenses relating thereto) shall be excluded; (xi) rent expense shall be excluded; and (xii) the impact of any deferred proceeds resulting from failed sale accounting shall be excluded. In connection with any EBITDAR calculation made pursuant to this Agreement or any determination or calculation made pursuant to this Agreement for which EBITDAR is a necessary component of such determination or calculation, (i) promptly following request therefor, CEC shall provide Propco with all supporting documentation and backup information with respect thereto as may be reasonably requested by Propco, (ii) such calculation shall be as reasonably agreed upon between Propco and CEC, and (iii) if Propco and CEC do not agree within twenty (20) days of either party seeking to commence discussions, the same may be determined by arbitration in accordance with Section 4 hereof.

“Excluded CEC Opportunity” means (i) subject to Section 2(a) hereof, any transaction pursuant to which Propco or any Propco Related Party proposes to acquire, operate or develop any Gaming Facility that is subject to a pre-existing lease, management agreement or other contractual restriction at the time such Gaming Facility is being considered for acquisition, operation or development by Propco (or a Propco Related Party) (i.e., excluding any such lease, management agreement or other contractual restriction entered into in contemplation of the applicable transaction involving Propco (or a Propco Related Party), unless entered into at a time when the applicable facility did not qualify as a Gaming Facility) and which pre-existing lease, management agreement or other contractual restriction (x) was entered into on arms’-

length terms and (y) would not be terminated upon or prior to such acquisition, operation or development, (ii) any transaction for which the opco/propco structure contemplated by this Agreement would be prohibited by applicable law, rule or regulation (including zoning regulations and/or any applicable use restrictions or easements or encumbrances) or which would require governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been received or is anticipated to be received prior to the consummation of such transaction), provided that the applicable parties shall use reasonable, good faith efforts to obtain any such consent, approval, license or authorization, (iii) any transaction in which the seller of a Gaming Facility has structured such sale to be subject to the leasing of such Gaming Facility back to such seller of such Gaming Facility (or its Affiliate), (iv) any transaction that consists of owning or acquiring, directly or indirectly, an interest in a Gaming Facility or in an entity that will acquire or develop a Gaming Facility, if the entity that directly owns or leases such Gaming Facility upon consummation of such transaction will not constitute Propco or a Subsidiary of Propco or any Propco Related Party, (v) any transaction in which Propco or any Propco Related Party proposes to acquire a then-existing Gaming Facility from Propco or any Propco Related Party and (vi) any transaction with respect to any Gaming Facility set forth on **Schedule 1** attached hereto.

“Excluded Propco Opportunity” means (i) subject to Section 3(a) hereof, any transaction pursuant to which CEC or any CEC Related Party proposes to acquire or develop any Gaming Facility that is subject to a pre-existing lease, management agreement or other contractual restriction at the time such Gaming Facility is being considered for acquisition or development by CEC (or a CEC Related Party) (i.e., excluding any such lease, management agreement or other contractual restriction entered into in contemplation of the applicable transaction involving CEC (or a CEC Related Party), unless entered into at a time when the applicable facility did not qualify as a Gaming Facility) and which pre-existing lease, management agreement or other contractual restriction (x) was entered into on arms’-length terms and (y) would not be terminated upon or prior to such acquisition or development, (ii) any transaction for which the opco/propco structure contemplated by this Agreement would be prohibited by applicable law, rule or regulation (including zoning regulations and/or any applicable use restrictions or easements or encumbrances) or which would require governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been received or is anticipated to be received prior to the consummation of such transaction), provided that the applicable parties shall use reasonable, good faith efforts to obtain any such consent, approval, license or authorization, (iii) any transaction that does not consist of owning or acquiring, directly or indirectly, a fee or leasehold interest in respect of the real property interests in any Gaming Facility or Development Opportunity, (iv) any transaction that consists of owning or acquiring, directly or indirectly, an interest in a Gaming Facility or in an entity that will acquire or develop a Gaming Facility, if the entity that directly owns or leases such Gaming Facility upon consummation of such transaction will not constitute CEC or a Subsidiary of CEC or of any CEC Related Party, (v) any transaction in which one or more third parties will own or acquire, directly or indirectly, in the aggregate, a beneficial economic interest of at least thirty percent (30%) in a Gaming Facility, and such third parties constituting at least

such economic interest are unable, or make a bona fide, good faith refusal, to enter into the propco/opco structure contemplated by this Agreement, provided that CEC shall use commercially reasonable, good faith efforts to obtain such third parties' approval of such propco/opco structure, (vi) any transaction in which CEC or any CEC Related Party proposes to acquire a then-existing Gaming Facility from CEC or any CEC Related Party, and (vii) any transaction with respect to any Gaming Facility set forth on **Schedule 1** attached hereto.

“**Existing EBITDAR Coverage Ratio**” means, for any Existing Test Period, the ratio of (x) the aggregate EBITDAR of CEC Tenant during such Existing Test Period to the extent derived from the Leased Property to (y) the aggregate base and variable rent (i.e., excluding additional rent such as pass-throughs of expenses) payable by CEC Tenant under the Leases during such Existing Test Period (provided that, to the extent the term of the Leases commenced after the beginning of such Existing Test Period, the aggregate rent for such Existing Test Period shall be annualized for purposes of calculating the Existing EBITDAR Coverage Ratio).

“**Existing Test Period**” means, for any date of determination, the period of the twelve (12) most recently ended consecutive calendar months prior to such date of determination for which financial statements are available.

“**Extraordinary Items**” means gains or losses related to events and transactions that both: (a) possess a high degree of abnormality and are of a type clearly unrelated to, or only incidentally related to, the ordinary and typical activities of the applicable entity, taking into account the environment in which such entity operates; and (b) are of a type that would not reasonably be expected to recur in the foreseeable future, taking into account the environment in which the applicable entity operates.

“**GAAP**” means generally accepted accounting principles consistently applied in the preparation of financial statements, as in effect from time to time (except with respect to any financial ratio defined or described herein or the components thereof, for which purposes GAAP shall refer to such principles as in effect as of the date hereof).

“**Gaming Activities**” means the conduct of gaming and gambling activities, race books and sports pools, or the use of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems, mobile gaming systems, poker tournaments, inter-casino linked systems and related and associated equipment, supplies and systems.

“**Gaming Laws**” means any Applicable Law regulating or otherwise pertaining to Gaming Activities or related activities.

“**Gaming Authority**” or “**Gaming Authorities**” means, individually or in the aggregate, as the context may require, any foreign, federal, state or local governmental entity or authority, or any department, commission, board, bureau, agency, court or instrumentality thereof, regulating Gaming Activities or related activities.

“Gaming Facility” or “Gaming Facilities” means, together or individually, as the context may require, one or more commercial facilities, together with any adjoining hotel, entertainment venue and/or other facilities, with respect to which (in the aggregate for such facility and any such adjoining facilities) operations of Gaming Activities constitute (i) at least twenty-five percent (25%) of the gross revenue generated (or projected to be generated, as applicable) by such facilities during the Gaming Facility Test Period, or (ii) at least twenty-five percent (25%) of the square footage of the building(s) constituting such facilities (and, with respect to any to-be-developed facilities, such determination shall be made based on the most recent plans and specifications). With respect to a portfolio of assets, the determination of whether such assets satisfy the requirements to qualify as Gaming Facilities shall be made on a portfolio-level basis (i.e., either all such assets shall constitute Gaming Facilities or none of such assets shall constitute Gaming Facilities), based on the aggregate gross revenue and/or aggregate square footage of the assets in the portfolio taken as a whole.

“Gaming Facility Test Period” means (i) with respect to a facility that has been in operation for at least one (1) full fiscal year as of the applicable date of determination, the most recent three (3) full fiscal years for which gross revenue information is available, or, if such facility has not been in operation for three (3) full fiscal years as of the applicable date of determination, the period consisting of all full fiscal years since such facility commenced operation, or (ii) with respect to a to-be-developed facility or a facility that has been in operation for less than one (1) full fiscal year as of the applicable date of determination, the first three (3) full fiscal years following the date of determination (as projected by the most recent plans and specifications, with due regard being given to projected plans and specifications provided by any third party seller in connection with the transaction giving rise to the rights and obligations under this Agreement), excluding any initial period during which such facility would be in development or construction and would not yet have substantially commenced operations.

“Manager” means the Manager under the MLSAs from time to time or such other Affiliate of CEC as may be designated by CEC to serve as manager of a ROFR Property as contemplated hereby.

“MLSA” and “MLSAs” mean, collectively or individually, as the context may require, (i) that certain Management and Lease Support Agreement (Non-CPLV), dated as of the date hereof, by and among CEC, Non-CPLV Manager, LLC, Affiliates of CEC Tenant and Affiliates of Propco Landlord, as amended, restated or otherwise modified from time to time, (ii) that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among CEC, CPLV Manager, LLC, Affiliates of CPLV Manager, LLC, Affiliates of CEC Tenant and Affiliates of Propco Landlord, as amended, restated or otherwise modified from time to time, and (iii) that certain Management and Lease Support Agreement (Joliet), dated as of the date hereof, by and among CEC, Joliet Manager, LLC, Affiliates of Manager, Harrah’s Joliet Landco LLC and Des Plaines Development Limited Partnership, as amended, restated or otherwise modified from time to time.



“Parent Entity” means, with respect to any Person, any corporation, association, limited partnership, limited liability company or other entity which at the time of determination (a) owns or controls, directly or indirectly, more than 50% of the total voting power of shares of capital stock (without regard to the occurrence of any contingency) entitled to vote in the election of directors, managers or trustees of such Person, (b) owns or controls, directly or indirectly, more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Person, whether in the form of membership, general, special or limited partnership interests or otherwise, or (c) is the controlling general partner of, or otherwise controls, such entity.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Propco Election Period” means a period of thirty (30) days following Propco’s receipt of the applicable Propco Opportunity Package.

“Propco Indenture” means that certain First-Priority Senior Secured Floating Rate Notes due 2022 Indenture dated as of the date hereof, among VICI Properties I LLC, VICI FC Inc., a Delaware corporation, the Subsidiary Guarantors (as defined therein) party thereto from time to time, and UMB Bank, National Association, as trustee.

“Propco Licensing Event” means: (a) either (1) a communication (whether oral or in writing) by or from any Gaming Authority to CEC or any of its Affiliates or other action by any Gaming Authority that indicates that such Gaming Authority may find that, or (2) a determination by CEC, in its sole but reasonable discretion and pursuant to customary internal processes that, the association of any member of the Propco Subject Group with CEC or any of its Affiliates is likely to (i) result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by CEC or any of its Affiliates under any Gaming Law, or (ii) violate any Gaming Law to which CEC or any of its Affiliates is subject; or (b) any member of the Propco Subject Group is required to be licensed, registered, qualified or found suitable under any Gaming Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable within any applicable timeframes required by the applicable Gaming Authority, or, after becoming so licensed, registered, qualified or found suitable, fails to remain so. For purposes of this definition, an “Affiliate” of CEC includes any Person for which CEC or its Affiliate is providing management services.

“Propco Opportunity Package” shall have the meaning set forth in Section 3(b) hereof.

“Propco Opportunity Transaction” means any transaction or series of related transactions pursuant to which CEC or any of its Subsidiaries proposes to acquire (fee or leasehold) or develop any ROFR Property; excluding, however, any Excluded Propco Opportunity.

“Propco Panel Member” shall have the meaning set forth in Section 4(b).

“Propco Related Party” shall mean, collectively or individually, as the context may require, Propco, the REIT, any holding company that directly or indirectly owns one hundred percent (100%) of the equity interests of the REIT, and any Subsidiaries of Propco or the REIT.

“Propco ROFR” shall have the meaning set forth in Section 3(c) hereof.

“Propco ROFR Discussion Period” shall have the meaning set forth in Section 3(e) hereof.

“Propco Subject Group” means Propco, Propco’s Affiliates and its and their principals, direct or indirect shareholders, officers, directors, agents, employees and other related Persons (including in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trust or similar Persons), excluding CEC and its Affiliates.

“REIT” means VICI Properties Inc., a Maryland corporation, which is the direct or indirect parent company of Propco as of the date hereof.

“ROFR EBITDAR Coverage Ratio” means, for any ROFR Test Period, the ratio of (x) the projected EBITDAR of the tenant under the applicable ROFR Lease during such ROFR Test Period expected to be derived from the ROFR Property, to (y) the aggregate base and, if applicable, variable rent (i.e., excluding additional rent such as pass-throughs of expenses) payable by such tenant under such ROFR Lease during such ROFR Test Period.

“ROFR Lease” means a lease pursuant to which an Affiliate of Propco, as landlord, leases a ROFR Property to an Affiliate of CEC, as tenant. Consistent with the terms of the CEC ROFR or the Propco ROFR (as applicable), a ROFR Lease may be documented as a new lease agreement reflecting the terms contemplated by this Agreement, or as an amendment to one of the Leases under which the ROFR Property will be included as an additional facility under such Lease on the terms contemplated by this Agreement.

“ROFR Lease Rent” means an amount of base and, if applicable, variable rent (i.e., excluding additional charges and other additional rent such as pass-throughs of expenses) to be paid under the applicable ROFR Lease in respect of the ROFR Property that initially would cause the ROFR EBITDAR Coverage Ratio to be equal to the Existing EBITDAR Coverage Ratio.

“ROFR Management Agreement” means a management agreement with customary rights and obligations for management agreements of this type (and in any event at a standard of quality and care not less in any material respect than the standard of quality and care under the MLSAs) pursuant to which CEC or a Manager would manage the ROFR Property, which may, consistent with the terms of the CEC ROFR or the Propco ROFR (as applicable), be documented as a new management agreement or as an amendment to an MLSA.

“ROFR Property” means any existing or to-be-developed (as applicable) Gaming Facility located in the United States but outside the Gaming Enterprise District of Clark County, Nevada.

“ROFR Test Period” means, with respect to any ROFR Lease, the first year of the term of such ROFR Lease (excluding any initial period of time during which the ROFR Property is in development or construction and has not yet commenced operations and excluding any “ramp-up” period after the commencement of operations of such ROFR Property for the duration agreed to be excluded, if any, for such ROFR Property in such ROFR Lease).

“Subsidiary” shall mean, with respect to any Person (herein referred to as the “parent”), any corporation, limited liability company, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests or managing membership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

“Third Panel Member” shall have the meaning set forth in Section 4(b).

## **2. Right of First Refusal in Favor of CEC.**

(a) From and after the Effective Date, subject to 2(f) below, Propco shall not, and shall cause the Propco Related Parties not to, consummate any CEC Opportunity Transaction, without first providing to CEC an opportunity to cause Affiliates of CEC to lease and the Manager to manage the applicable ROFR Property (with such ROFR Property to be owned by Affiliates of Propco), in accordance with the procedures set forth in this Section 2.

(b) Prior to Propco or any Propco Related Party consummating any CEC Opportunity Transaction (or, if Section 2(f) below is applicable, as soon as reasonably possible thereafter), Propco shall deliver to CEC a package of information describing the CEC Opportunity Transaction and the terms upon which Affiliates of CEC would lease and the Manager would manage such ROFR Property (the “CEC Opportunity Package”), including, without limitation, the following (subject to execution of a customary non-disclosure agreement):

(i) basic information identifying the ROFR Property, such as the name and location of the applicable Gaming Facility; (ii) the material acquisition terms, including, without limitation, the purchase price and the expected closing date of the CEC Opportunity Transaction; (iii) for any Acquisition Opportunity, three (3) years of audited (to the extent reasonably available to Propco; otherwise unaudited) financial statements of the ROFR Property or of the seller of the ROFR Property, as applicable, and for any Development Opportunity, three (3) years of financial projections for the ROFR Property (excluding any initial period during which the ROFR Property is in development or construction and has not yet commenced operations); (iv) for any Development Opportunity, a reasonably-detailed description of the proposed development project, including, without limitation, the business plan, scope of work, a development budget and a development timeline; (v) a description of the regulatory framework applicable to such ROFR Property, including the amount and timing of any licensing fees and gaming taxes with respect thereto; (vi) a term sheet setting forth proposed terms of a ROFR Lease and ROFR Management Agreement for the ROFR Property, which term sheet shall include, without limitation, Propco's good faith determination of the initial ROFR Lease Rent, Propco's proposal for ROFR Lease Rent adjustments thereafter (including allocations of fixed and variable rent if applicable), and the other items set forth on Exhibit A attached hereto; and (vii) a detailed explanation of the computation of the ROFR Lease Rent proposed in such term sheet. Promptly upon CEC's reasonable request therefor, Propco shall provide to CEC additional information related to the CEC Opportunity Transaction, to the extent such information is reasonably available to Propco.

(c) CEC may elect, in its sole and absolute discretion, to exercise its right to cause its Affiliates to lease and the Manager to manage the applicable ROFR Property (such ROFR Property to be owned by Affiliates of Propco), in accordance with the terms set forth in the CEC Opportunity Package (the "CEC ROFR"), which CEC ROFR shall be exercisable by written notice thereof from CEC to Propco prior to the expiration of the CEC Election Period. If CEC does not so exercise the CEC ROFR prior to the expiration of the CEC Election Period, then CEC shall be deemed to have waived the CEC ROFR with respect to the applicable CEC Opportunity Transaction only.

(d) If CEC waives (or is deemed to have waived) the CEC ROFR with respect to a CEC Opportunity Transaction, then Propco (or the applicable Propco Related Party) shall be free to consummate the CEC Opportunity Transaction without CEC's (or its Affiliates') involvement, upon terms not materially more favorable to the applicable counterparty (if any) than those presented to CEC in the CEC Opportunity Package. If at any time following CEC's waiver (or deemed waiver) of such CEC Opportunity Transaction, Propco (or the applicable Propco Related Party) desires to consummate such CEC Opportunity Transaction upon terms that are materially more favorable to the applicable counterparty than those presented to CEC in the CEC Opportunity Package (the "Alternate CEC ROFR Terms"), then the provisions of this Section 2 shall be reinstated with respect to such CEC Opportunity Transaction, and Propco shall be required to deliver to CEC a new CEC Opportunity Package (except that such CEC Opportunity Package shall reflect the Alternate CEC ROFR Terms in lieu of the ROFR Lease Rent and other CEC ROFR terms initially offered to CEC in the CEC Opportunity Package) and otherwise comply once again with the procedures set forth herein prior to consummating such CEC Opportunity Transaction, except that the CEC Election Period will be twenty (20) days in lieu of thirty (30) days.

(e) If CEC exercises the CEC ROFR with respect to a CEC Opportunity Transaction, then Propco (or the applicable Propco Related Party) shall have the right to proceed with the CEC Opportunity Transaction and shall structure the CEC Opportunity Transaction in a manner that allows the ROFR Property to be owned by an Affiliate of Propco and leased to Affiliates of CEC and managed by the Manager. CEC and Propco shall use good faith, commercially reasonable efforts, for a period of forty-five (45) days following the date on which CEC exercises the CEC ROFR (the “CEC ROFR Discussion Period”), to negotiate and enter into a ROFR Lease and ROFR Management Agreement for the applicable ROFR Property. The ROFR Lease and ROFR Management Agreement shall provide for the following: (i) the initial rent shall be equal to the then applicable ROFR Lease Rent; and (ii) such other terms and conditions consistent with the terms of the CEC ROFR and otherwise as CEC and Propco may agree. If, despite the good faith, commercially reasonable efforts of Propco and CEC, the parties are unable to reach agreement on the terms and conditions of the ROFR Lease and ROFR Management Agreement prior to the expiration of the CEC ROFR Discussion Period, then, upon the expiration of the CEC ROFR Discussion Period, either (1) the terms and conditions of the ROFR Lease and ROFR Management Agreement shall be established pursuant to arbitration in accordance with the procedures set forth in Section 4 hereof (other than the specific terms of the CEC ROFR, which shall be as set forth in the CEC Opportunity Package and shall not be subject to arbitration), or (2) solely with the written consent of CEC (which may be granted or withheld in CEC’s sole and absolute discretion), Propco (or the applicable Propco Related Party) shall be free to consummate the CEC Opportunity Transaction without CEC’s (or its Affiliates’) involvement, in accordance with, and subject to the conditions of, Section 2(d) hereof. The CEC ROFR Discussion Period shall be extended, but not to exceed an extension of one hundred twenty (120) days, as reasonably necessary solely to allow CEC and its Affiliates (as applicable) to obtain all applicable licenses, qualifications or approvals from all Gaming Authorities necessary for CEC and its Affiliates (as applicable) to lease and manage the ROFR Property. If, on or prior to the expiration of the CEC ROFR Discussion Period, CEC and its Affiliates (as applicable) are unable to obtain all such necessary licenses, qualifications and approvals, then Propco (or the applicable Propco Related Party) shall be free to consummate the CEC Opportunity Transaction without CEC’s (or its Affiliates’) involvement.

(f) Notwithstanding the foregoing, if the timeframe to consummate a CEC Opportunity Transaction is expedited as a result of a competitive bidding process or other bona fide third-party requirements such that adherence to the right of first refusal procedures in the timeframes set forth under this Section 2 would result in a reasonable likelihood that Propco (or the applicable Propco Related Party) would not be able to execute the CEC Opportunity Transaction (as determined by Propco in good faith), then Propco (or the applicable Propco Related Party) may proceed to consummate such CEC Opportunity Transaction without CEC’s (or its Affiliates’) involvement; provided, however, that (i) subject to Propco’s ability to structure the initial transaction in the manner provided in the following clause (ii), as soon as reasonably possible following Propco’s (or the applicable Propco Related Party’s) consummation of such CEC Opportunity Transaction, Propco shall provide to CEC an opportunity to cause Affiliates of CEC to lease and the Manager to manage the applicable ROFR Property (with such

ROFR Property to be owned by Affiliates of Propco) in accordance with the terms of this Section 2, and (ii) Propco shall use commercially reasonable efforts to structure such initial transaction in a manner that would facilitate CEC's exercise of such rights following consummation of such transaction; provided further however, that for the avoidance of doubt, if such initial transaction cannot after the use of commercially reasonable efforts be structured in such a manner without resulting in an adverse effect on such transaction or Propco (other than an adverse effect that is immaterial), Propco shall not be required to provide to CEC an opportunity to lease and the Manager to manage the applicable ROFR Property in accordance with the terms of this Section 2.

### **3. Right of First Refusal in Favor of Propco.**

(a) From and after the Effective Date, subject to Section 3(f) below, CEC shall not, and shall cause the CEC Related Parties not to, consummate any Propco Opportunity Transaction, without first providing to Propco an opportunity to cause Affiliates of Propco to own the applicable ROFR Property and cause such ROFR Property to be leased to Affiliates of CEC and managed by the Manager, in accordance with the procedures set forth in this Section 3.

(b) Prior to CEC or any CEC Related Party consummating any Propco Opportunity Transaction (or, if Section 3(f) below is applicable, as soon as possible thereafter), CEC shall deliver to Propco a package of information describing the Propco Opportunity Transaction and the terms upon which Affiliates of CEC would lease and the Manager would manage such ROFR Property (the "Propco Opportunity Package"), including, without limitation, the following (subject to execution of a customary non-disclosure agreement): (i) basic information identifying the ROFR Property, such as the name and location of the applicable Gaming Facility; (ii) the material acquisition terms, including, without limitation, the purchase price and the expected closing date of the Propco Opportunity Transaction; (iii) for any Acquisition Opportunity, three (3) years of audited (to the extent reasonably available to CEC; otherwise unaudited) financial statements of the ROFR Property or the seller of the ROFR Property, as applicable, and for any Development Opportunity, three (3) years of financial projections for the ROFR Property (excluding any initial period during which the ROFR Property is in development or construction and has not yet commenced operations); (iv) for any Development Opportunity, a reasonably-detailed description of the proposed development project, including, without limitation, the business plan, scope of work, a development budget and a development timeline; (v) a description of the regulatory framework applicable to such ROFR Property, including the amount and timing of any licensing fees and gaming taxes with respect thereto; (vi) a term sheet setting forth proposed terms of a ROFR Lease and ROFR Management Agreement for the ROFR Property, which term sheet shall include, without limitation, CEC's good faith determination of the initial ROFR Lease Rent, CEC's proposal for ROFR Lease Rent adjustments thereafter (including allocations of fixed and variable rent if applicable), and the other items set forth on Exhibit A attached hereto; and (vii) a detailed explanation of the computation of the ROFR Lease Rent proposed in such term sheet. Promptly upon Propco's reasonable request therefor, CEC shall provide to Propco additional information related to the Propco Opportunity Transaction, to the extent such information is reasonably available to CEC.

(c) Propco may elect, in its sole and absolute discretion, to exercise its right to cause its Affiliate to own the applicable ROFR Property and cause such ROFR Property to be leased to Affiliates of CEC and managed by the Manager in accordance with the terms set forth in the Propco Opportunity Package (the “Propco ROFR”), which Propco ROFR shall be exercisable by written notice thereof from Propco to CEC prior to the expiration of the Propco Election Period. If Propco does not so exercise the Propco ROFR prior to the expiration of the Propco Election Period, then Propco shall be deemed to have waived the Propco ROFR with respect to the applicable Propco Opportunity Transaction only.

(d) If Propco waives (or is deemed to have waived) the Propco ROFR with respect to a Propco Opportunity Transaction, then CEC (or the applicable CEC Related Party) shall be free to consummate the Propco Opportunity Transaction without Propco’s (or its Affiliates’) involvement, and, if applicable, upon terms not materially more favorable to the applicable counterparty (if any) than those presented to Propco in the Propco Opportunity Package. If at any time following Propco’s waiver (or deemed waiver) of such Propco Opportunity Transaction, CEC (or the applicable CEC Related Party) desires to consummate such Propco Opportunity Transaction with a counterparty upon terms that are materially more favorable to the applicable counterparty than those presented to Propco in the Propco Opportunity Package (the “Alternate Propco ROFR Terms”), then the provisions of this Section 3 shall be reinstated with respect to such Propco Opportunity Transaction, and CEC shall be required to deliver to Propco a new Propco Opportunity Package (except that such Propco Opportunity Package shall reflect the Alternate Propco ROFR Terms in lieu of the ROFR Lease Rent and other Propco ROFR terms initially offered to Propco in the Propco Opportunity Package) and otherwise comply once again with the procedures set forth herein prior to consummating such Propco Opportunity Transaction, except that the Propco Election Period will be twenty (20) days in lieu of thirty (30) days.

(e) If Propco exercises the Propco ROFR with respect to a Propco Opportunity Transaction, then CEC (or the applicable CEC Related Party) shall have the right to proceed with the Propco Opportunity Transaction and shall structure the Propco Opportunity Transaction in a manner that allows the ROFR Property to be owned by an Affiliate of Propco and leased to Affiliates of CEC and managed by the Manager. CEC and Propco shall use good faith, commercially reasonable efforts, for a period of forty-five (45) days following the date on which Propco exercises the Propco ROFR (the “Propco ROFR Discussion Period”), to negotiate and enter into a ROFR Lease and ROFR Management Agreement for the applicable ROFR Property. The ROFR Lease and ROFR Management Agreement shall provide for the following: (i) the initial rent shall be equal to the applicable ROFR Lease Rent; and (ii) such other terms and conditions consistent with the terms of the Propco ROFR and otherwise as CEC and Propco may agree. If, despite the good faith, commercially reasonable efforts of Propco and CEC, the parties are unable to reach agreement on the terms and conditions of the ROFR Lease and ROFR Management Agreement prior to the expiration of the Propco ROFR Discussion Period, then, upon the expiration of the Propco ROFR Discussion Period, either (1) the terms and conditions of the ROFR Lease and ROFR Management Agreement shall be established pursuant to arbitration in accordance with the procedures set forth in Section 4 hereof (other than the specific terms of the Propco ROFR, which shall be as set forth in the Propco Opportunity Package and shall not be subject to arbitration), or (2) solely with the written consent of Propco (which may

be granted or withheld in Propco's sole and absolute discretion), CEC (or the applicable CEC Related Party) shall be free to consummate the Propco Opportunity Transaction without Propco's (or its Affiliates') involvement, in accordance with, and subject to the conditions of, Section 3(d) hereof. The Propco ROFR Discussion Period shall be extended, but not to exceed an extension of one hundred twenty (120) days, as reasonably necessary solely to allow Propco and its Affiliates (as applicable) to obtain all applicable licenses, qualifications or approvals from all Gaming Authorities necessary for Propco and its Affiliates (as applicable) to own the ROFR Property. If, on or prior to the expiration of the Propco ROFR Discussion Period, Propco and its Affiliates (as applicable) are unable to obtain all such necessary licenses, qualifications and approvals, then CEC (or the applicable CEC Related Party) shall be free to consummate the Propco Opportunity Transaction without Propco's (or its Affiliates') involvement.

(f) Notwithstanding the foregoing, if the timeframe to consummate a Propco Opportunity Transaction is expedited as a result of a competitive bidding process or other bona fide third-party requirements such that adherence to the right of first refusal procedures in the timeframes set forth under this Section 3 would result in a reasonable likelihood that CEC (or the applicable CEC Related Party) would not be able to execute the Propco Opportunity Transaction (as determined by CEC in good faith), then CEC (or the applicable CEC Related Party) may proceed to consummate such Propco Opportunity Transaction without Propco's (or its Affiliates') involvement; provided, however, that (i) subject to CEC's ability to structure the initial transaction in the manner provided in the following clause (ii), as soon as reasonably possible following CEC's (or the applicable CEC Related Party's) consummation of such Propco Opportunity Transaction, CEC shall provide to Propco an opportunity to cause Affiliates of Propco to own the applicable ROFR Property and cause such ROFR Property to be leased to Affiliates of CEC and managed by the Manager in accordance with the terms of this Section 3, and (ii) CEC shall use commercially reasonable efforts to structure such initial transaction in a manner that would facilitate Propco's exercise of such rights following consummation of such transaction; provided further however, that for the avoidance of doubt, if such initial transaction cannot after the use of commercially reasonable efforts be structured in such a manner without resulting in an adverse effect on such transaction or CEC (other than an adverse effect that is immaterial), CEC shall not be required to provide to Propco an opportunity to own the applicable ROFR Property in accordance with the terms of this Section 3.

#### **4. Arbitration.**

(a) Any dispute regarding establishing (but not interpreting) the terms and conditions of a ROFR Lease or ROFR Management Agreement shall be submitted to and determined by an arbitration panel comprised of three members (the "Arbitration Panel"). No more than one panel member may be with the same firm, and no panel member may have an economic interest in the outcome of the arbitration. In addition, each panel member shall have at least twenty (20) years of experience as an arbitrator and at least ten (10) years of experience in a profession that directly relates to the ownership, operation, financing or leasing of Gaming Facilities.



(b) The Arbitration Panel shall be selected as set forth in this Section 4(b). Within five (5) Business Days after the expiration of the CEC ROFR Discussion Period or the Propco ROFR Discussion Period (as applicable), CEC shall select and identify to Propco a panel member meeting the criteria of the above paragraph (the “CEC Panel Member”) and Propco shall select and identify to CEC a panel member meeting the criteria of the above paragraph (the “Propco Panel Member”). If a party fails to timely select its respective panel member, the other party may notify such party in writing of such failure, and if such party fails to select its respective panel member within three (3) Business Days after receipt of such notice, then such other party may select and identify to such party such panel member on such party’s behalf. Within five (5) Business Days after the selection of the CEC Panel Member and the Propco Panel Member, the CEC Panel Member and the Propco Panel Member shall jointly select a third panel member meeting the criteria of the above paragraph (the “Third Panel Member”). If the CEC Panel Member and the Propco Panel Member fail to timely select the Third Panel Member and such failure continues for more than three (3) Business Days after written notice of such failure is delivered to the CEC Panel Member and Propco Panel Member by either CEC or Propco, then CEC and Propco shall cause the Third Panel Member to be appointed by the managing officer of the American Arbitration Association.

(c) Within ten (10) Business Days after the selection of the Arbitration Panel, CEC and Propco each shall submit to the Arbitration Panel a written statement identifying its summary of the issues. Either of CEC or Propco may also request an evidentiary hearing on the merits in addition to the submission of written statements, such request to be made in writing within such ten (10) Business Day period. The Arbitration Panel shall determine the appropriate terms and conditions of the ROFR Lease or ROFR Management Agreement in accordance with this Agreement and otherwise based on the Arbitration Panel’s determination of fair market terms relative to the applicable ROFR Property. The Arbitration Panel shall make its decision within twenty (20) days after the later of (i) the submission of such written statements, and (ii) the conclusion of any evidentiary hearing on the merits (if any). The Arbitration Panel shall reach its decision by majority vote and shall communicate its decision by written notice to CEC and Propco.

(d) The decision by the Arbitration Panel shall be final, binding and conclusive and shall be non-appealable and enforceable in any court having jurisdiction. All hearings and proceedings held by the Arbitration Panel shall take place in New York, New York.

(e) The resolution procedure described herein shall be governed by the Commercial Rules of the American Arbitration Association and the Procedures for Large, Complex, Commercial Disputes in effect as of the date hereof.

(f) CEC and Propco shall bear equally the fees, costs and expenses of the Arbitration Panel in conducting any arbitration described in this Section 4.

## 5. Miscellaneous.

(a) Notices. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, by hand delivery or express courier service, by email transmission or by an overnight express service to the following address or to such other address as either party may hereafter designate:

To CEC:                               Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

To Propco:                           VICI Properties LP  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: corplaw@viciproperties.com

Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by email shall be deemed given only upon an independent, non-automated confirmation from the recipient acknowledging receipt.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of CEC and Propco and their respective successors and assigns. Neither CEC nor Propco shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other such party.

(c) Entire Agreement; Amendment. This Agreement and the exhibits hereto constitute the entire and final agreement of the parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties. CEC and Propco hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the subject matter hereof are merged into and revoked by this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby. This Agreement is the product of joint drafting by the parties and shall not be construed against either party as the drafter hereof.

(e) Venue. With respect to any action relating to this Agreement, CEC and Propco irrevocably submit to the exclusive jurisdiction of the courts of the State of New York sitting in the borough of Manhattan and the United States District Court having jurisdiction over New York County, New York, and CEC and Propco each waives: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that such suit or action has been brought in an inconvenient forum; (c) any claim that the enforcement of this Section is unreasonable, unduly oppressive, and/or unconscionable; and (d) the right to claim that such court lacks jurisdiction over that party.

(f) Waiver of Jury Trial. EACH PARTY HERETO, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

(g) Severability. If any term or provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

(h) Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not enforceable by any other persons.

(i) Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH PROVISION HEREOF IN WHICH TIME OF PERFORMANCE IS ESTABLISHED.

(j) Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Agreement. In addition, Propco agrees to, at CEC's sole cost and expense, reasonably cooperate with all applicable gaming authorities in connection with the administration of their regulatory jurisdiction over CEC and its subsidiaries, if any, including the provision of such documents and other information as may be requested by such gaming authorities relating to CEC or any of its subsidiaries, if any, or to this Agreement and which are within Propco's control to obtain and provide.

(k) Counterparts; Originals. This Agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument. Facsimile or digital copies of this Agreement, including the signature page hereof, shall be deemed originals for all purposes.

(l) Termination. This Agreement shall automatically terminate and be of no further force or effect from and after the earliest of such time as (i) the MLSAs have been terminated or have expired in accordance with the express terms thereof, (ii) the MLSAs have been terminated by or with the written consent of Propco Landlord, (iii) CEC or a Subsidiary of CEC is no longer responsible for the management of any of the Leased Property pursuant to the written consent of Propco Landlord, or (iv) a Change of Control occurs with respect to either CEC or Propco.

(m) Licensing Events; Termination.

(i) If there shall occur a Propco Licensing Event and any aspect of such Propco Licensing Event is attributable to a member of the Propco Subject Group, then CEC shall notify Propco as promptly as practicable after becoming aware of such Propco Licensing Event (but in no event later than twenty (20) days after becoming aware of such Propco Licensing Event). In such event, Propco shall, and shall use commercially reasonable efforts to

cause the other members of the Propco Subject Group to, use commercially reasonable efforts to assist CEC and its Affiliates in resolving such Propco Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If, despite these efforts, such Propco Licensing Event cannot be resolved to the satisfaction of the applicable Gaming Authorities within the time period required by such Gaming Authorities, CEC shall have the right, at its election in its sole discretion, either to (i) terminate this Agreement or (ii) cause this agreement to temporarily cease to be in force or effect, until such time, if any, as the Propco Licensing Event is resolved to the satisfaction of the applicable Gaming Authorities and CEC in its sole discretion, upon no less than ninety (90) days' written notice thereof to Propco following a Propco Licensing Event which is not cured within the period required by the applicable Gaming Authorities (or such lesser time as required by any applicable Gaming Authority).

(ii) If there shall occur a CEC Licensing Event and any aspect of such CEC Licensing Event is attributable to a member of the CEC Subject Group, then Propco shall notify CEC as promptly as practicable after becoming aware of such CEC Licensing Event (but in no event later than twenty (20) days after becoming aware of such CEC Licensing Event). In such event, CEC shall and shall use commercially reasonable efforts to cause the other members of the CEC Subject Group to use commercially reasonable efforts to assist Propco and its Affiliates in resolving such CEC Licensing Event within the time period required by the applicable Gaming Authorities by submitting to investigation by the relevant Gaming Authorities and cooperating with any reasonable requests made by such Gaming Authorities (including filing requested forms and delivering information to the Gaming Authorities). If, despite these efforts, such CEC Licensing Event cannot be resolved to the satisfaction of the applicable Gaming Authorities within the time period required by such Gaming Authorities, Propco shall have the right, at its election in its sole discretion, either to (i) terminate this Agreement or (ii) cause this agreement to temporarily cease to be in force or effect, until such time, if any, as the CEC Licensing Event is resolved to the satisfaction of the applicable Gaming Authorities and Propco in its sole discretion, upon no less than ninety (90) days' written notice thereof to CEC following a CEC Licensing Event which is not cured within the period required by the applicable Gaming Authorities (or such lesser time as required by any applicable Gaming Authority).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, CEC and Propco have executed this Right of First Refusal Agreement as of the date first set forth above.

**CEC:**

Caesars Entertainment Corporation,  
a Delaware corporation

By: /s/ Eric Hession

Name: Eric Hession

Title: Treasurer

Signature Page to Right of First Refusal Agreement

**PROPCO:**

VICI Properties L.P.,  
a Delaware limited partnership

By: VICI Properties GP LLC,  
a Delaware limited liability company,  
its general partner

By: /s/ John Payne

Name: John Payne

Title: President and Chief Operating Officer

Signature Page to Right of First Refusal Agreement

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## EXHIBIT A

### Lease Term Sheet Items for Opportunity Transactions

1. Length of term and any renewal terms.
2. Rent, including (i) breakdown of base rent and variable rent, and any obligations to pay expenses such as taxes, insurance and other impositions, and (ii) the date the ROFR Lease Rent becomes payable (which, in the case of a Development Opportunity, may be tied to completion of such project or other construction milestones during the term of the ROFR Lease).
3. Guaranty requirements (including net worth, covenants and any other applicable creditworthiness requirements).
4. Minimum capital expenditure requirement.
5. Capital expenditure reimbursement to tenant.
6. Restrictions on transfer (for landlord and tenant).
7. Restrictions on financing (for landlord and tenant).
8. Events of default.
9. Any other material terms.

TAX MATTERS AGREEMENT

BY AND AMONG CAESARS ENTERTAINMENT CORPORATION,

CEOC, LLC,

VICI PROPERTIES INC.,

VICI PROPERTIES L.P.

AND

CPLV PROPERTY OWNER LLC

DATED AS OF OCTOBER 6, 2017



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## TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this “Agreement”), dated as of October 6, 2017, is entered into by and among, Caesars Entertainment Corporation, a Delaware corporation (“CEC”), CEOC, LLC, a Delaware limited liability company (“CEOC LLC”), VICI Properties Inc., a Maryland corporation (the “REIT”), VICI Properties L.P., a Delaware limited partnership (“PropCo”), CPLV Property Owner LLC, a Delaware limited liability company (“CPLV PropCo” and, together with the REIT and PropCo, the “REIT Parties”). CEC, CEOC and the REIT Parties shall be referred to collectively as the “Parties”. Any capitalized term used herein without definition shall have the meaning given to it in the Plan (as defined herein).

### RECITALS

WHEREAS, on January 15, 2015, Caesars Entertainment Operating Company, Inc., a Delaware corporation and the predecessor of CEOC LLC (together with CEOC LLC, “CEOC”) and certain of its subsidiaries (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), which cases are currently pending before the Honorable Judge A. Benjamin Goldgar and jointly administered for procedural purposes only under Case No. 15-01145, and any proceedings relating thereto (collectively, the “Chapter 11 Cases”);

WHEREAS, on the Effective Date, as defined in the Plan (the “Effective Date”), the Bankruptcy Court has entered or is expected to enter an order approving the restructuring of the Debtors pursuant to a confirmed and effective Chapter 11 plan of reorganization (the “Plan”);

WHEREAS, pursuant to the Plan and on or about the Effective Date, among other things, (i) CEOC will, and will cause its Subsidiaries to, transfer the Debtors’ real estate assets (the “PropCo Assets”) to the REIT and the REIT Subsidiaries in exchange for (a) 100% of REIT Common Stock, (b) 100% of REIT Series A Preferred Stock, (c) the PropCo First Lien Term Loan, (d) the PropCo First Lien Notes, and (e) cash proceeds from the issuance of the CPLV Market Debt (the “Contribution”) and (ii) immediately following the Contribution, CEOC will distribute (A) all of the consideration received as part of the Contribution, including, for the avoidance of doubt, 100% of the REIT Common Stock and 100% of the REIT Series A Preferred Stock and (B) the other consideration described in the Plan to certain holders of CEOC debt (the “Distribution”);

WHEREAS, it is intended that, for U.S. federal income tax purposes, the Contribution and Distribution in conjunction with certain other transactions consummated in connection therewith pursuant to the Plan qualify as a tax-free “reorganization” within the meaning of Sections 368(a)(1)(G), 355 and 356 of the Code (the “Intended Tax-Free Treatment”);

WHEREAS, it is intended that the REIT will (i) elect to be treated as a real estate investment trust under Sections 856-860 of the Code effective either for the taxable year (a) beginning the day after the Effective Date and ending on December 31 of that calendar year or (b) beginning on January 1 of the calendar year following the calendar year of the Effective Date and ending on December 31 of that year (the “REIT Election”) and (ii) qualify as a real estate investment trust under Sections 856-860 of the Code for all taxable years after the REIT Election (“the “REIT Treatment” and together with the Intended Tax-Free Treatment, the “Intended Tax Treatment”);

WHEREAS, the Parties wish to (i) provide for the payment of Taxes and entitlement to refunds thereof, (ii) allocate responsibility for, and cooperation in, the filing and defense of Tax Returns and Tax Proceedings, (iii) set forth certain covenants and indemnities relating to the preservation of the Intended Tax Treatment and (iv) provide for certain other matters relating to Taxes;

WHEREAS, this Agreement is subject to the approval of this Agreement by the Bankruptcy Court and will be effective only upon approval of the Bankruptcy Court and only in connection with the consummation of the confirmed Plan to be entered in the Chapter 11 Cases.

NOW, THEREFORE, in consideration of these premises, and of the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### Definitions

Section 1.01 General. As used in this Agreement, the following terms shall have the following meanings.

“Accounting Firm” has the meaning set forth in Section 8.02.

“Affiliate” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person; *provided that*, notwithstanding the foregoing, Affiliates of CEOC and CEC shall be deemed to exclude the REIT and all Subsidiaries thereof following the Distribution.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“CEC” has the meaning set forth in the preamble to this Agreement.

“CEC Entity” means CEC and any Subsidiary of CEC immediately after the Distribution, including, for the avoidance of doubt, CEOC and any Reorganized CEOC Entity.

“CEC Affiliated Group” means the affiliated group (as that term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) and any consolidated, combined, aggregate or unitary group under state or local law, of which CEC is or was the common parent.

“CEOC” has the meaning set forth in the preamble to this Agreement.

“CEOC Business” means the businesses and operations conducted by any CEOC Entity that are not included in the REIT Business.

“CEOC Taxes” means, without duplication, (i) any Taxes of the CEC Affiliated Group or of any entities that are, were or whose predecessors were members of the CEC Affiliated Group (or are or were partnerships or disregarded entities for U.S. income tax purposes to the extent attributable to such a member or members) that are not specifically included within the definition of REIT Taxes, including, without limitation or duplication, (a) Taxes attributable to any CEOC Business or any business retained by CEOC or any Reorganized CEOC Entity, (b) Taxes of the CEC Affiliated Group, including any such Taxes asserted or assessed against any REIT Entity under Treasury Regulation § 1.1502-6 (or any analogous provision of state or local law), (c) any Income Taxes attributable to a Tax-Free Transaction Failure (except as described in the definition of REIT Taxes), (ii) any Taxes attributable to a REIT Failure principally as a result of a CEC Entity taking any action (or refraining from taking any action) on or prior to the Distribution that is inconsistent with the facts presented and the representations made prior to the Effective Date in the Tax Materials or that could reasonably be expected to cause a REIT Failure, (iii) any Taxes for periods (or portions thereof) ending on or before the Effective Date, (iv) any Taxes imposed on a REIT Entity principally as a result of a REIT Failure as of the Effective Date, whether determined on or after the Effective Date (except as specifically included in the definition of REIT Taxes), and (v) fifty percent of any Transfer Taxes; provided, however that (a) any Taxes described in clauses (ii) or (iv) above shall be limited to the period from the Effective Date to the date that is twelve (12) months from the clause (ii) REIT Failure Determination Date or the clause (iv) REIT Failure Determination Date, respectively, in each case, assuming an interim closing of the books on the date that is twelve (12) months from the clause (ii) REIT Failure Determination Date or the clause (iv) REIT Failure Determination Date, respectively and (b) any Taxes described in clause (ii) above, in which the clause (ii) REIT Failure Determination Date is described in clauses (a) or (b) of the definition thereof, shall be limited to the sum of (x) the amount of Taxes in the settlement proposed by the CEC Entities that results in the occurrence of the clause (ii) REIT Failure Determination Date plus (y) to the extent the amount of Taxes described in (x) does not relate to the full period described in clause (a) of this proviso, the Taxes for the portion of the period described in clause (a) of this proviso that is not covered by the proposed settlement. For the avoidance of doubt, CEOC Taxes shall not include any Taxes imposed on the REIT as a result of the REIT’s failure to meet the requirements of Section 857(a)(2)(B) of the Code.

“clause (ii) REIT Failure Determination Date” means, the earlier of (a) during an IRS administrative appeals process with respect to a potential REIT Failure, the date on which the IRS agrees to a settlement proposed by the CEC Entities (but that the REIT Entities do not accept) that would not reasonably be expected to materially adversely affect the Tax position of any REIT Entity that is not compensated for by the resulting indemnification payment by the CEOC Entities hereunder, (b) at any time after an IRS administrative appeals process with respect to a potential REIT Failure, the date on which the IRS agrees to a settlement proposed by the CEC Entities (but that the REIT Entities do not accept) and (c) the date on which a court or Taxing Authority issues a final determination of a REIT Failure in the form of a final decision, judgment, decree or other order that can no longer be appealed.

“clause (iv) REIT Failure Determination Date” means, the date on which (a) a change in, or interpretation of, any application of law that would reasonably be expected to cause a REIT Failure is publicly announced or becomes effective, whichever is later, or (b) a Taxing Authority issues a notice of proposed adjustment that if finalized in its proposed form would result in a REIT Failure.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contribution” has the meaning set forth in the preamble to this Agreement.

“Covered Transaction” means the Contribution and Distribution and the other transactions incident thereto consummated pursuant to the Plan.

“Due Date” means (i) with respect to a Tax Return, the date (taking into account all applicable extensions) on which such Tax Return is required to be filed under applicable law and (ii) with respect to a payment of Taxes, the date on which such payment is required to be made to avoid the incurrence of interest, penalties and/or additions to Tax.

“Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of (i) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed, (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (iii) any allowance of a Refund in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax, or (iv) any other final resolution, including by reason of the expiration of the applicable statute of limitations.

“Income Tax Return” means any Tax Return on which Income Taxes are reflected or reported.

“Income Taxes” means any Taxes in whole or in part based upon, measured by, or calculated with respect to net income or profits, net worth or net receipts (including, but not limited to, any capital gains, franchise Tax, doing business Tax, minimum Tax or any Tax on items of Tax preference, but not including sales, use, real or personal property, or transfer or similar Taxes).

“Indemnified Party” means, with respect to a matter, a Person that is entitled to seek indemnification under this Agreement with respect to such matter.

“Indemnifying Party” means, with respect to a matter, a Person that is obligated to provide indemnification under this Agreement with respect to such matter.

“Intended Tax-Free Treatment” has the meaning set forth in the recitals to this Agreement.

“Intended Tax Treatment” has the meaning set forth in the recitals to this Agreement.

“Intended Tax Treatment Failure” means (i) a Tax-Free Transaction Failure or (ii) a REIT Failure.

“IRS” means the U.S. Internal Revenue Service or any successor thereto, including, but not limited to its agents, representatives, and attorneys acting in their official capacity.

“IRS Ruling” means the U.S. federal income Tax ruling, and any amendments or supplements thereto, issued to CEC by the IRS in connection with the Covered Transactions and the REIT Election.

“IRS Ruling Request” means any letter (or other document) filed by CEC with the IRS in connection with the IRS Ruling, and any amendment or supplement thereto.

“Non-Income Tax Return” means any Tax Return relating to Non-Income Taxes.

“Non-Income Taxes” means any Taxes other than Income Taxes.

“Notified Action” has the meaning set forth in Section 6.01(c).

“Opinion” means an opinion received by CEC or CEOC with respect to certain Tax aspects of the Covered Transactions and an opinion received by the REIT with respect to the REIT Election.

“Parties” has the meaning set forth in the preamble to this Agreement.

“Person” or “person” means a natural person, corporation, company, joint venture, individual business trust, trust association, partnership, limited partnership, limited liability company, association, unincorporated organization or other entity, including a Governmental Authority.

“Plan” has the meaning set forth in the recitals to this Agreement.

“Post-Distribution Period” means any taxable period (or portion thereof) beginning after the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period after the Effective Date.

“Pre-Distribution Period” means any taxable period (or portion thereof) ending on or before the Effective Date, including for the avoidance of doubt, the portion of any Straddle Period ending at the end of the day on the Effective Date.

“Refund” means any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

“REIT” has the meaning set forth in the preamble to this Agreement.

“REIT Business” means the business of owning or leasing the PropCo Assets and owning and operating Subsidiaries of the REIT.

“REIT Election” has the meaning set forth in the preamble to this Agreement.

“REIT Entity” means the REIT and any entity that is a Subsidiary of the REIT following the Distribution, including, for the avoidance of doubt, PropCo and any Subsidiary of PropCo.

“REIT Failure” means the failure of the REIT to qualify for REIT Treatment.

“REIT Taxes” means, without duplication, (i) any Income Taxes imposed on the CEC Affiliated Group attributable principally to a Tax-Free Transaction Failure as a result of a breach of one or more covenants in Section 2.06 or Article VI, in each case, by a REIT Entity following the Distribution, (ii) any Taxes imposed on a REIT Entity or CEC Entity as a result of a Notified Action taken by the REIT, (iii) any Taxes of a REIT Entity with respect to Post-Distribution Periods (other than solely as a result of being included in the CEC Affiliated Group or as specifically included within clause (ii) or (iv) of the definition of CEOC Taxes), (iv) any Taxes imposed on a REIT Entity principally as a result of a REIT Entity taking (or refraining from taking) any action that could reasonably be expected to cause a REIT Failure other than an action provided for under, or contemplated by, the Plan or any related transaction documents or the facts presented and representations made prior to the Effective Date in the Tax Materials and (v) fifty percent (50%) of any Transfer Taxes.

“REIT Treatment” has the meaning set forth in the preamble to this Agreement.

“Reorganized CEOC Entity” means CEOC and any entity that is a Subsidiary of CEOC immediately after the Distribution.

“Restriction Period” has the meaning set forth in Section 6.01(b).

“Subsidiary” means with respect to any Person, any other Person of which at least a majority of the securities or other ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries (*provided that*, notwithstanding the foregoing, the Subsidiaries of CEC and CEOC shall be deemed to exclude the REIT and PropCo and each of their respective Subsidiaries.)

“Straddle Period” means any taxable period that begins on or before and ends after the Effective Date.

“Tax” means (i) any and all United States federal, state, local and non-U.S. taxes, including income, alternative or add-on minimum, gross receipts, profits, lease, service, service use, wage, employment, workers compensation, business occupation, environmental, estimated, excise, sales, use, transfer, license, payroll, franchise, severance, stamp, occupation, windfall profits, withholding, social security, unemployment, disability, ad valorem, capital stock, paid in capital, recording, registration, property, real property gains, value added, business license, custom duties and other taxes, escheat liability, charges, fees, levies, imposts, duties or assessments of any kind whatsoever, imposed or required to be withheld by any Taxing Authority, including any interest, additions to Tax or penalties applicable or related thereto, (ii) any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or similar provision of state or local law), and (iii) any liability for the payment of any amount of a type described in clause (i) or clause (ii) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other Person.



“Tax Attributes” means net operating losses, capital losses, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, separate limitation losses and any other losses, deductions, credits or other comparable items that could reduce a Tax liability for a past or future taxable period.

“Tax Cost” means any increase in Tax payments actually required to be made to a Taxing Authority (or any reduction in any Refund otherwise receivable from any Taxing Authority), including any increase in Tax payments (or reduction in any Refund) that actually results from a reduction in Tax Attributes (computed on a “with or without” basis consistent with the principles of Section 3.03(b)).

“Tax-Free Transaction Failure” means the failure of any applicable Covered Transaction to qualify for the Intended Tax-Free Treatment.

“Tax Item” means any item of income, gain, loss, deduction, credit, recapture of credit or any other item which increases, decreases or otherwise impacts Taxes paid or payable.

“Tax Materials” means (i) the IRS Ruling, (ii) an Opinion, (iii) the IRS Ruling Request, (iv) any representation letter from CEC, CEOC or the REIT supporting an Opinion and (v) any other materials delivered or deliverable by CEC, CEOC or the REIT in connection with the rendering of an Opinion or the issuance by the IRS of the IRS Ruling; *provided, however*, Tax Materials shall not include the Master Lease Agreements.

“Tax Matter” has the meaning set forth in Section 7.01.

“Tax Proceeding” means any audit, assessment of Taxes, pre-filing agreement, other examination by any Taxing Authority, proceeding, appeal of a proceeding or litigation relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

“Tax Return” means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied to, or filed with or required to be supplied to, or filed with, a Taxing Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any laws relating to any Tax and any amended Tax return or claim for Refund.

“Taxing Authority” means any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Transfer Taxes” means any U.S. federal, state or local stamp, sales, use, gross receipts, value added, goods and services, harmonized sales, land transfer or other transfer Taxes imposed in connection with, or that are otherwise related to the transactions effected pursuant to the Plan provided, however, that Transfer Taxes shall not include (i) any income or franchise Taxes payable in connection with such transactions or (ii) Taxes in lieu of any such income or franchise Taxes.

“Treasury Regulations” means the proposed, final and temporary income Tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Unqualified Tax Opinion” means a “will” opinion, without substantive qualifications, of a nationally recognized law or accounting firm, which firm is reasonably acceptable to CEC and the REIT, to the effect that a transaction will not affect the Intended Tax-Free Treatment. CEC and the REIT acknowledge that Kirkland & Ellis LLP, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Kramer Levin Naftalis and Frankel LLP, Stroock & Stroock & Lavan LLP and PricewaterhouseCoopers LLP are each reasonably acceptable to CEC and the REIT.

Section 1.02 Construction. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The table of contents to this Agreement, and the Article and Section headings contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “or” is not exclusive. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined herein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Unless otherwise specified, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and including all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

Section 1.03 References to Time. All references in this Agreement to times of the day shall be to New York City time.

## ARTICLE II

### Preparation, Filing and Payment of Taxes Shown Due on Tax Returns

#### Section 2.01 Tax Returns.

(a) Tax Returns Required to be Filed by CEC. CEC shall prepare and file (or cause to be prepared and filed) each Tax Return required to be filed by a Reorganized CEOC Entity and shall pay, or cause such Reorganized CEOC Entity to pay, as applicable, all Taxes shown to be due and payable on each such Tax Return; provided that the REIT shall, in accordance with Section 2.04, reimburse CEC or the relevant Reorganized CEOC Entity for any such Taxes that are REIT Taxes.

(b) REIT Entity Tax Returns. Except as otherwise provided in this Section 2.01, the REIT or the applicable REIT Entity shall prepare and file (or cause to be prepared and filed) each Tax Return required to be filed by a REIT Entity after the Effective Date and shall pay, or cause be paid, all Taxes shown to be due and payable on such Tax Return; provided that CEC shall, in accordance with Section 2.04, reimburse the REIT or the applicable REIT Entity for any such Taxes that are CEOC Taxes.

#### Section 2.02 Tax Return Procedures.

(a) Manner of Tax Return Preparation. Unless otherwise required by a Taxing Authority or by applicable law, the Parties shall prepare and file all Tax Returns, and take all other actions, in a manner consistent with this Agreement, the Tax Materials, the Plan and past practice (provided that new elections may be made if such elections were not previously available). All Tax Returns shall be filed on a timely basis (taking into account applicable extensions) by the Party responsible for filing such Tax Returns under this Agreement.

(b) REIT Right to Review. CEC shall provide a draft of, the portion (if any) of any Tax Return described in Section 2.01(a) that relates to REIT Taxes or would reasonably be expected to materially affect the Tax position of the REIT or any REIT Entity for any Post-Distribution Period to the REIT for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return or, in the case of any such Tax Return filed on a monthly basis or property Tax Return, at least five (5) days prior to the Due Date for such Tax Return. In the event that none of this Agreement, the Tax Materials, the Plan or past practice is applicable to a particular item or matter, CEC shall prepare the draft Tax Return with respect to the reporting of such item or matter in good faith in consultation with the REIT. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 8.02. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any Tax Return, such Tax Return shall be timely filed as prepared by CEC and such Tax Return shall be amended as necessary to reflect the resolution of such dispute in a manner consistent with such resolution. For the avoidance of doubt, CEC shall be responsible for any interest, penalties or additions to Tax resulting from the late filing of any Tax Return described in Section 2.01(a), except to the extent that such late filing is caused by the failure of any REIT Entity to timely provide relevant and accurate information necessary for the preparation and filing of such Tax Return.

(c) CEC Right to Review. The REIT shall provide a draft of the portion (if any) of any Tax Return described in Section 2.01(b) that includes CEOC Taxes or would reasonably be expected to materially affect the Tax position of any Reorganized CEOC Entity to CEC for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, or in the case of any such Tax Return filed on a monthly basis or property Tax Return, at least five (5) days prior to the Due Date for such Tax Return. In the event that that none of this Agreement, the Tax Materials, the Plan or past practice is applicable to a particular item or matter, the REIT shall prepare the draft Tax Return with respect to the reporting of such item or

matter in good faith in consultation with CEC. The Parties shall negotiate in good faith to resolve all disputed issues. Any disputes that the Parties are unable to resolve shall be resolved by the Accounting Firm pursuant to Section 8.02. In the event that any dispute is not resolved (whether pursuant to good faith negotiations among the Parties or by the Accounting Firm) prior to the Due Date for the filing of any Tax Return, such Tax Return shall be timely filed as prepared by the REIT and such Tax Return shall be amended as necessary to reflect the resolution of such dispute in a manner consistent with such resolution. For the avoidance of doubt, the REIT shall be responsible for any interest, penalties or additions to Tax resulting from the late filing of any Tax Return described in Section 2.01(b) except to the extent that such late filing is caused by the failure of any CEC Entity to timely provide relevant and accurate information necessary for the preparation and filing of such Tax Return.

(d) Tax Reporting. Unless otherwise required by law, CEC, CEOC and the REIT, as applicable, shall file or shall cause to be filed the appropriate information and statements, as required by Treasury Regulations Sections 1.355-5(a) and 1.368-3, with the IRS, and shall retain the appropriate information relating to the Contribution and Distribution as described in Treasury Regulations Sections 1.355-5(d) and 1.368-3(d).

Section 2.03 Straddle Period Tax Allocation. To the extent permitted by law, CEC and the REIT shall elect to close the taxable year of each REIT Entity as of the close of the Effective Date. In the case of any Straddle Period, the amount of Income Taxes attributable to the portion of the Straddle Period ending on, or beginning after, the Effective Date shall be made by means of an actual closing of the books and records of such REIT Entity as of the close of the Effective Date; provided that in the case of Non-Income Taxes that are periodic Taxes (e.g., property Taxes) and exemptions, allowances, and deductions that are calculated on an annual basis (such as depreciation deductions), such Taxes, exemptions, allowances, and deductions shall be allocated between the portion of the Straddle Period ending at the end of the Effective Date and the portion beginning after the Effective Date based upon the ratio of (x) the number of days in the relevant portion of the Straddle Period to (y) the number of days in the entire Straddle Period.

Section 2.04 Timing of Payments. Any reimbursement of Taxes under Section 2.01 shall be made upon the later of (a) two (2) business days before the Due Date of such Taxes and (b) ten (10) days after the party required to make such reimbursement has received request therefor from the party entitled to such reimbursement. For the avoidance of doubt, a party may request reimbursement of Taxes prior to the time such Taxes were paid, and such request may represent a reasonable estimate (provided that the amount of reimbursement shall be based on the actual Tax liability and not on such reasonable estimate).

Section 2.05 Expenses. Except as provided in Section 8.02 in respect of the Accounting Firm, each Party shall bear its own expenses incurred in connection with this Article II.

Section 2.06 No Extraordinary Actions on the Distribution Date. Except as expressly contemplated by this Agreement or the Plan, the REIT shall not, and shall not permit any REIT Entity to, on the Effective Date after the Distribution, take any action outside of the ordinary course of business; provided, however, that this provision shall not apply to any actions or transactions that are deemed to occur solely for income tax purposes on the Effective Date after the Distribution as a result of transactions contemplated in the Agreement or the Plan.

Section 2.07 Amended Tax Returns. Any amendment of any Tax Return described in Section 2.01 shall be subject to the same procedures required for the preparation and review of such type of Tax Return, and payment of reimbursement for any additional Taxes shown on such Tax Return, pursuant to Section 2.01, Section 2.02 and Section 2.04 .

Section 2.08 Tax Materials. On the Effective Date, CEC and CEOC, as applicable, shall provide copies of all Tax Materials in their possession to the REIT. Following the Effective Date, CEC and CEOC, as applicable, shall provide drafts of any Tax Materials that are prepared after the Effective Date to the REIT for its review and comment a commercially reasonable period of time, but in no event less than 15 days, prior to submission to the IRS or execution of such Tax Materials, as applicable. The Parties shall negotiate in good faith to resolve all disputed issues.

### ARTICLE III

#### Indemnification

Section 3.01 Indemnification by CEC and CEOC. CEC and CEOC shall pay (or cause to be paid), and shall jointly and severally indemnify and hold each REIT Entity harmless from and against, without duplication, all CEOC Taxes.

Section 3.02 Indemnification by the REIT. The REIT Parties shall pay (or cause to be paid), and shall indemnify and hold each CEC Entity harmless from and against, without duplication, all REIT Taxes, provided, however, that (i) PropCo shall have no indemnification obligation with respect to REIT Taxes attributable to CPLV PropCo and (ii) CPLV PropCo's indemnification obligation hereunder is limited exclusively to REIT Taxes attributable to CPLV PropCo.

#### Section 3.03 Adjustments to Payments.

(a) Any indemnity payment pursuant to this Agreement shall be increased to include (i) all reasonable documented accounting, legal and other professional fees and court costs incurred by the indemnified Party in connection with such indemnity payment and (ii) any Tax Cost resulting from the receipt of (or entitlement to) such indemnity payment, which Tax Cost would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax Cost actually realized by the Indemnified Party (or its Affiliates) shall be determined using a "with and without" methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). Any indemnity payment will initially be made without regard to this Section 3.03(a), and an adjusting payment will be made to reflect any applicable Tax Cost within 30 days after the Indemnified Party (or its Affiliates) actually realizes such Tax Cost by way of reduction in a Refund or an increase in Taxes reported on a filed Tax Return.

(b) Any indemnity payment under this Agreement shall be decreased to take into account an amount equal to the Tax benefit actually realized by the Indemnified Party (or its Affiliates) arising from the incurrence or payment of the relevant indemnified item, which Tax benefit would not have arisen or been allowable but for such indemnified liability. For purposes hereof, any Tax benefit actually realized by the Indemnified Party (or its Affiliates) shall be determined using a “with and without” methodology (treating any deductions or amortization attributable to such indemnified liability as the last items claimed for any taxable year, including after the utilization of any otherwise available net operating loss carryforwards). Any indemnity payment will initially be made without regard to this Section 3.03(b), and an adjusting payment by the Indemnifying Party will be made to reflect any applicable Tax benefit within 30 days after the Indemnified Party (or its Affiliates) actually realizes such Tax benefit by way of a Refund or a decrease in Taxes reported on a filed Tax Return.

Section 3.04 Timing of Indemnification Payments. Except as otherwise provided in Article II, payments in respect of any liabilities for which an Indemnified Party is entitled to indemnification pursuant to this Article III shall be paid by the Indemnifying Party to the Indemnified Party within ten (10) days after receipt of written request therefor by the Indemnified Party, including reasonably satisfactory documentation setting forth the basis for, and calculation of, the amount of such indemnification payment, provided that, (i) if the Indemnified Party is required to pay Taxes to a Taxing Authority pursuant to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party is required to pay such Taxes to such Taxing Authority pursuant to such Final Determination and (ii) if the Indemnifying Party consents, pursuant to Section 5.02, to the payment by the Indemnified Party of any Taxes to a Taxing Authority prior to a Final Determination, the Indemnifying Party shall not be required to pay an indemnification payment in respect of such Taxes to the Indemnified Party earlier than two (2) days before the Indemnified Party pays such Taxes to such Taxing Authority.

Section 3.05 Exclusive Remedy. Anything to the contrary in this Agreement notwithstanding, CEC, CEOC and the REIT Parties hereby agree that the sole and exclusive monetary remedy of a party for any breach or inaccuracy of any representation, warranty, covenant or agreement contained in Article VI of this Agreement shall be the indemnification rights set forth in this Article III.

#### ARTICLE IV

##### Refunds, Carrybacks, Timing Difference and Tax Attributes

###### Section 4.01 Refunds.

(a) CEOC shall be entitled to all Refunds of Taxes for which CEC and CEOC are responsible pursuant to Article II or Article III, and the REIT shall be entitled to all Refunds of Taxes for which the REIT Parties are responsible pursuant to Article II or Article III. A Party receiving a Refund to which the other Party is entitled pursuant to this Agreement shall pay the amount to which such other Party is entitled (less any tax or other reasonable out-of-pocket costs incurred by the first Party in receiving such Refund) within ten (10) days after the receipt of the Refund.

(b) To the extent that the amount of any Refund under this Section 4.01 is later reduced by a Taxing Authority or in a Tax Proceeding, such reduction shall be allocated to the Party to which such Refund was allocated pursuant to this Section 4.01 and an appropriate adjusting payment shall be made within ten (10) days after such reduction.

Section 4.02 Timing Differences. If pursuant to a Final Determination any Tax Attribute is made allowable to a REIT Entity as a result of an adjustment to any Taxes for which CEC or CEOC is responsible hereunder and such Tax Attribute would not have arisen or been allowable but for such adjustment, or if pursuant to a Final Determination any Tax Attribute is made allowable to a CEC Entity as a result of an adjustment to any Taxes for which the REIT is responsible hereunder and such Tax Attribute would not have arisen or been allowable but for such adjustment, the REIT, on the one hand, or CEC or CEOC, on the other hand, as the case may be, shall make a payment to either CEC, CEOC or the REIT, as appropriate, within thirty (30) days after such Party (or its Affiliates) actually realizes a Tax benefit by way of a Refund or a decrease in Taxes reported on a filed Tax Return that is attributable to such Tax Attribute, determined using a “with and without” methodology (treating any deductions or amortization attributable to such Tax Attributes as the last items claimed for any taxable year, including after the utilization of any available net operating loss carryforwards), in an amount equal to the lesser of (i) the increase in Taxes (including increases in Taxes as a result of any reductions in Tax Attributes) resulting from such adjustment or (ii) such Tax benefit resulting from such Final Determination. In the event of any overlap between Section 3.03 and this Section 4.02, this Section 4.02 shall apply and Section 3.03 shall not apply.

## ARTICLE V

### Tax Proceedings

Section 5.01 Notification of Tax Proceedings. Within ten (10) days after an Indemnified Party becomes aware of the commencement of a Tax Proceeding that may give rise to Taxes for which an Indemnifying Party is responsible pursuant to Article III, such Indemnified Party shall notify the Indemnifying Party in writing of such Tax Proceeding, and thereafter shall promptly forward or make available to the Indemnifying Party copies of notices and communications relating to such Tax Proceeding. The failure of the Indemnified Party to notify the Indemnifying Party in writing of the commencement of any such Tax Proceeding within such ten (10) day period or promptly forward any further notices or communications shall not relieve the Indemnifying Party of any obligation which it may have to the Indemnified Party under this Agreement except to the extent (and only to the extent) that the Indemnifying Party is actually materially prejudiced by such failure.

### Section 5.02 Tax Proceeding Procedures.

(a) CEC. CEC shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Tax Return it is responsible for preparing pursuant to Article II, provided that to the extent

that such Tax Proceeding relates to REIT Taxes or would reasonably be expected to materially adversely affect the Tax position of any REIT Entity for any Post-Distribution Period, CEC shall (i) keep the REIT informed in a timely manner of the material actions proposed to be taken by CEC with respect to such Tax Proceeding, (ii) permit the REIT at its own expense to participate in the aspects of such Tax Proceeding that relate to REIT Taxes and (iii) not settle any aspect of such Tax Proceeding that relates to REIT Taxes, or pay any REIT Taxes, without the prior written consent of the REIT, which shall not be unreasonably withheld, delayed or conditioned and provided further that the REIT's rights and CEC's obligations set forth above shall not apply if and to the extent that CEC elects in writing to forgo its right to indemnification in respect of the REIT Taxes that are the subject of such Tax Proceeding.

(b) The REIT. The REIT shall be entitled to contest, compromise and settle any adjustment that is proposed, asserted or assessed pursuant to any Tax Proceeding with respect to any Tax Return it is responsible for preparing pursuant to Article II, provided that to the extent that such Tax Proceeding relates to CEOC Taxes or would reasonably be expected to materially adversely affect the Tax position of any CEC Entity, the REIT shall (i) keep CEC informed in a timely manner of the material actions proposed to be taken by the REIT with respect to such Tax Proceeding, (ii) permit CEC to participate in the aspects of such Tax Proceeding that relate to CEOC Taxes and (iii) not settle any aspect of such Tax Proceeding that relates to CEOC Taxes, or pay any CEOC Taxes, without the prior written consent of CEC, which shall not be unreasonably withheld, delayed or conditioned and provided further that the rights of CEC and obligations of the REIT set forth above shall not apply if and to the extent that the REIT elects in writing to forgo its right to indemnification in respect of the CEOC Taxes that are the subject of such Tax Proceeding.

## ARTICLE VI

### Intended Tax Treatment

#### Section 6.01 Restrictions Relating to the Distribution.

(a) General. Following the Distribution, (i) each of CEC and CEOC will not (and will cause each CEC Entity not to) take any action (or refrain from taking any action) which (x) is inconsistent with the facts presented and the representations made prior to the Effective Date in the Tax Materials or (y) could reasonably be expected to cause any Tax-Free Transaction Failure; and (ii) the REIT will not (and will cause each REIT Entity not to) take any action (or refrain from taking any action) which (x) is inconsistent with the facts presented and the representations made prior to the Effective Date in the Tax Materials or (y) could reasonably be expected to cause any Tax-Free Transaction Failure.

(b) Restrictions. Following the Distribution and prior to the first day following the second anniversary of the Distribution (the "Restriction Period"), CEC, CEOC, the REIT and each REIT Entity shall, and except with respect to clause (iii) of this Section 6.01(b) shall cause each of its wholly-owned Subsidiaries set forth on Exhibit A to: (i) continue the active conduct of each trade or business (for purposes of Section 355(b) of the Code and the Treasury Regulations thereunder) that it was engaged in immediately prior to the Distribution (taking into account Section 355(b)(3) of the Code), (ii) continue to hold sufficient assets to



satisfy the continuity of business enterprise requirements under Section 1.355-3 and 1.368-1(d) of the Treasury Regulations, (iii) not dissolve or liquidate or take any action that is a liquidation for federal income tax purposes, (iv) not merge or consolidate with any other Person with such other Person surviving the merger or consolidation in a transaction that does not qualify as a reorganization under Section 368(a) of the Code and (v) not redeem or otherwise repurchase (directly or indirectly through an Affiliate) any of its equity other than pursuant to open market stock repurchase programs meeting the requirements of Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48).

(c) Certain Exceptions. Notwithstanding the restrictions imposed by Section 6.01(b), during the Restriction Period, CEC, CEOC and the REIT may proceed with any of the actions or transactions described therein, if (i) CEC shall have received a supplemental private letter ruling from the IRS in form and substance reasonably satisfactory to CEC and the REIT to the effect that such action or transaction will not affect the Intended Tax-Free Treatment of any applicable transaction or (ii) in the event the Parties mutually agree not to pursue such supplemental private letter ruling or if such action or transaction is covered by an area in which the IRS will not issue private letter rulings, an Unqualified Tax Opinion is obtained by CEC or the REIT in form and substance reasonably satisfactory to CEC and the REIT at least thirty (30) days prior to effecting such action or transaction. If the REIT notifies CEC that it desires to take one of the actions described in Section 6.01(b) (a “Notified Action”), CEC and the REIT shall use commercially reasonable efforts and shall cooperate in obtaining a supplemental private letter ruling from the IRS or an Unqualified Tax Opinion for the purpose of permitting CEC, CEOC or the REIT to take the Notified Action.

(d) Tax Reporting. Each of CEC, CEOC and the REIT covenants and agrees that it will not take, and will cause its respective Affiliates to refrain from taking, any position on any Tax Return that is inconsistent with the Intended Tax Treatment unless otherwise required by a Final Determination.

## ARTICLE VII

### Cooperation

Section 7.01 General Cooperation. The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing or via e-mail from another Party hereto, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of any of the Parties or their respective Subsidiaries covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a “Tax Matter”). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, without limitation, at each Party’s own cost:

(i) the provision, in hard copy and electronic forms, of any Tax Returns of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document (including any power of attorney) reasonably requested by another Party in connection with any Tax Proceedings of any of the Parties or their respective Subsidiaries, or the filing of a Tax Return or a Refund claim of the Parties or any of their respective Subsidiaries; and

(iii) the use of the Party's commercially reasonable efforts to obtain any documentation in connection with a Tax Matter.

Each Party shall make its employees, advisors, and facilities available, without charge, on a reasonable and mutually convenient basis in connection with the foregoing matters in a manner that does not interfere with the ordinary business operations of such Party.

Section 7.02 Retention of Records. CEC, CEOC and the REIT shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, including all such electronic records, and shall maintain all hardware necessary to retrieve such electronic records, in all cases until sixty (60) days after the expiration of the applicable statute of limitations (including any waivers or extensions thereof to the extent the other party provides notification thereof, if such waivers or extensions are made by the other party) of the taxable periods to which such Tax Returns and other documents relate or until the expiration of any additional period that any Party reasonably requests, in writing, with respect to specific material records and documents. A Party intending to destroy any material records or documents shall provide the other Party with reasonable advance notice and the opportunity to copy or take possession of such records and documents. The Parties hereto will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

## ARTICLE VIII

### Miscellaneous

Section 8.01 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction. The Bankruptcy Court shall have non-exclusive jurisdiction of all matters arising out of or in connection with this Agreement to the extent provided by 28 U.S.C. § 1334.

Section 8.02 Dispute Resolution. In the event of any dispute between the Parties as to any matter covered by Section 2.02 or Section 2.06, or Section 3.03, the parties shall appoint a nationally recognized independent public accounting firm (the "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by CEC, CEOC and the REIT and their

respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by CEC and CEOC, on the one hand, and the REIT, on the other hand.

Section 8.03 Tax Sharing Agreements. All Tax sharing, indemnification and similar agreements, written or unwritten, as between a CEC Entity, on the one hand, and a REIT Entity, on the other (other than this Agreement, any other Agreement contemplated by the Plan, and any other agreement for which Taxes is not the principal subject matter), shall be or shall have been terminated no later than the Effective Date and, after the Effective Date, no CEC Entity or REIT Entity shall have any further rights or obligations under any such Tax sharing, indemnification or similar agreement.

Section 8.04 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such due date to and including the payment date.

Section 8.05 Survival of Covenants. Except as otherwise contemplated by this Agreement, the covenants and agreements contained herein to be performed following the Distribution shall survive the Effective Date in accordance with their respective terms.

Section 8.06 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared judicially to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable to the maximum extent permitted while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the original intent of the Parties.

Section 8.07 Entire Agreement. This Agreement, the Exhibits hereto and other documents referred to herein shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement. Except as otherwise expressly provided herein, in the case of any conflict between the terms of this Agreement and the terms of any other agreement, the terms of this Agreement shall control. Notwithstanding the foregoing, nothing in this Agreement shall affect the rights or obligations of any of the Parties under the Master Lease Agreements or the Management and Lease Support Agreements, including any remedies for any breaches of the obligations thereunder.

Section 8.08 Assignment. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any purported assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 8.09 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and their respective successors and permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and, except as provided in Article III relating to certain indemnitees, no Person shall be deemed a third party beneficiary under or by reason of this Agreement.

Section 8.10 Affiliates. Each of CEC, CEOC and the REIT shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by their respective Affiliates.

Section 8.11 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party who is, or is to be, thereby aggrieved will have the right to specific performance and injunctive or other equitable relief in respect of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity. The Parties agree that the remedies at law for any breach or threatened breach, including monetary damages, are inadequate compensation for any Loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the Parties to this Agreement.

Section 8.12 Amendments; Waivers. No amendment, modification, waiver, or other supplement of the terms of this Agreement shall be valid unless such amendment, modification, waiver, or other supplement is in writing and has been signed by each of the Parties. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of any Party to any such waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

Section 8.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

Section 8.15 Confidentiality. Each of the Parties hereto shall hold and cause its directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such party) concerning the other Party hereto furnished it by such other Party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) in the public domain through no fault of such Party or (2) later lawfully acquired from other sources not under a duty of confidentiality by the party to which it was furnished), and no Party shall release or disclose such information to any other Person, except its directors, officers, employees, auditors, attorneys, financial advisors, bankers or other consultants who shall be advised of and agree to be bound by the provisions of this Section 8.15. Each of the Parties hereto shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other Party if it exercises the same care as it takes to preserve confidentiality for its own similar information. Except as required by law or with the prior written consent of the other Party, all Tax Returns, documents, schedules, work papers and similar items and all information contained therein, and any other information that is obtained by a Party or any of its Affiliates pursuant to this Agreement, shall be kept confidential by such Party and its Affiliates and representatives, shall not be disclosed to any other Person and shall be used only for the purposes provided herein. If a Party or any of its Affiliates is required by law to disclose any such information, such Party shall give written notice to the other Party prior to making such disclosure.

Section 8.16 Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (WITH EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH OF THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING, AND ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OTHER TRANSACTION AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.17 Jurisdiction; Service of Process. Any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or Parties or their successors or assigns, in each case, shall be brought and determined exclusively in the courts of the State of New York sitting in the borough of Manhattan and the United States District Court having jurisdiction over New York County, New York. . Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action with respect to this Agreement (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any

reason other than the failure to serve in accordance with this Section 8.17, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, any claim that (A) the action in such court is brought in an inconvenient forum, (B) the venue of such action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the Parties further agrees that no Party to this Agreement shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.17 and each Party waives any objection to the imposition of such relief or any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The Parties hereby agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.18, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided. NOTWITHSTANDING THIS SECTION 8.17, ANY DISPUTE REGARDING SECTION 2.02, SECTION 2.06 OR SECTION 3.03 SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 8.02; PROVIDED THAT THE TERMS OF SECTION 8.02 MAY BE ENFORCED BY EITHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 8.17.

Section 8.18 Notices. All notices, requests, documents delivered, and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, mailed (first class postage prepaid) or by electronic mail ("e-mail") to the Parties at the following addresses, facsimile numbers, or e-mail addresses:

If to CEC:

Caesars Entertainment Corp.  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
Attention: Jeffrey D. Saferstein  
                    Samuel E. Lovett  
Telephone: (212) 373-3000  
Facsimile (212) 373-2053  
E-mail Address: jsaferstein@paulweiss.com  
                    slovett@paulweiss.com

If to the REIT:

VICI Properties Inc.  
One Caesars Palace Drive  
Las Vegas, Nevada 89109

Attention: Mary Elizabeth Higgins

Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Any notice to CEC will be deemed notice to all the CEC Entities, and any notice to the REIT will be deemed notice to all the REIT Entities.

Section 8.19 Headings. The headings and captions of the Articles and Sections used in this Agreement and the table of contents to this Agreement are for reference and convenience purposes of the Parties only, and will be given no substantive or interpretive effect whatsoever.

Section 8.20 Effectiveness. This Agreement shall become effective on the Effective Date.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Keith Causey  
Name: Keith Causey  
Title: Senior Vice President, Chief Accounting Officer and  
Controller

CEOC, LLC

By: /s/ Keith Causey  
Name: Keith Causey  
Title: Senior Vice President, Chief Accounting Officer and  
Controller



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

VICI PROPERTIES INC.

By: /s/ John Payne  
Name: John Payne  
Title: President

VICI PROPERTIES L.P.

By: /s/ John Payne  
Name: John Payne  
Title: President

CPLV PROPERTY OWNER LLC

By: /s/ John Payne  
Name: John Payne  
Title: President

## CREDIT AGREEMENT

Dated as of October 6, 2017,

among

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

and

CEOC, LLC,

as Borrower,

THE LENDERS PARTY HERETO,

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Administrative Agent,

CREDIT SUISSE SECURITIES (USA) LLC

and

DEUTSCHE BANK SECURITIES INC.,

as Joint Lead Arrangers,

CREDIT SUISSE SECURITIES (USA) LLC,

DEUTSCHE BANK SECURITIES INC.,

BARCLAYS BANK PLC,

CITIGROUP GLOBAL MARKETS INC.,

GOLDMAN SACHS BANK USA,

JPMORGAN CHASE BANK, N.A.,

MORGAN STANLEY SENIOR FUNDING, INC.

and

UBS SECURITIES LLC

as Joint Bookrunners,

CREDIT SUISSE SECURITIES (USA) LLC,

as Syndication Agent,

and

CREDIT SUISSE SECURITIES (USA) LLC,

as Documentation Agent

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CREDIT AGREEMENT dated as of October 6, 2017 (this “Agreement”), among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the LENDERS party hereto from time to time and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and collateral agent for the Secured Parties.

WHEREAS, on January 15, 2015, Caesars Entertainment Operating Company, Inc. and each other Debtor (as defined in the Plan of Reorganization) filed a voluntary petition for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”) and each continued in the possession of its property and in the management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, on January 17, 2017, the Bankruptcy Court entered the Confirmation Order confirming the Debtors’ Third Amended Joint Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, filed on January 13, 2017, of Caesars Entertainment Operating Company, Inc., et al., Docket No. 6318-1 (as amended, modified or supplemented from time to time, the “Plan of Reorganization”).

WHEREAS, the Borrower is entering into this Agreement and the other Loan Documents and the other Restructuring Transactions (as defined in the Plan of Reorganization) in order to consummate the Plan of Reorganization, and, in connection therewith, the Borrower has requested the Lenders to extend credit in the form of (i) Term B Loans on the Closing Date, in an aggregate principal amount of \$1,235.0 million and (ii) Revolving Facility Loans and Letters of Credit at any time and from time to time prior to the Revolving Facility Maturity Date, in an aggregate Outstanding Amount at any time not to exceed \$200.0 million.

WHEREAS, on or about the Closing Date, following the initial Borrowings hereunder, Caesars Entertainment Operating Company, Inc. will merge with and into CEOC, LLC with CEOC, LLC as the surviving entity pursuant to the CEOC Merger.

NOW, THEREFORE, the Lenders and the L/C Issuer are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

“ABR” shall mean, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate in effect for such day plus 0.50%, (b) the Prime Rate in effect on such day and (c) the Adjusted Eurocurrency Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided, that for the avoidance of doubt, the Eurocurrency Rate for any day shall be based on the rate determined on such day at approximately 11:00 a.m. (London time) by reference to the ICE Benchmark Association Interest Settlement Rates (or the successor thereto if the ICE Benchmark Association is no longer making a Eurocurrency Rate available) for deposits in Dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the ICE Benchmark Association (or the successor thereto if the ICE Benchmark Association is no longer making a Eurocurrency Rate available) as an



authorized vendor for the purpose of displaying such rates). Any change in such rate due to a change in the Prime Rate, the Federal Funds Rate or the Adjusted Eurocurrency Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or the Adjusted Eurocurrency Rate, as the case may be.

“ABR Borrowing” shall mean a Borrowing comprised of ABR Loans.

“ABR Loan” shall mean any ABR Term Loan or ABR Revolving Loan, in each case denominated in Dollars.

“ABR Revolving Facility Borrowing” shall mean a Borrowing comprised of ABR Revolving Loans.

“ABR Revolving Loan” shall mean any Revolving Facility Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

“ABR Term Loan” shall mean any Term Loan bearing interest at a rate determined by reference to the ABR in accordance with the provisions of Article II.

“Acceptable Discount” shall have the meaning assigned to such term in Section 2.11(g)(iii).

“Acceptance Date” shall have the meaning assigned to such term in Section 2.11(g)(ii).

“Accepting Lender” shall have the meaning assigned to such term in Section 2.11(e).

“Act of Terrorism” shall mean an act of any person directed towards the overthrowing or influencing of any government de jure or de facto, or the inducement of fear in or the disruption of the economic system of any society, by force or by violence, including (i) the hijacking or destruction of any conveyance (including an aircraft, vessel, or vehicle), transportation infrastructure or building, (ii) the seizing or detaining, and threatening to kill, injure, or continue to detain, or the assassination of, another individual, (iii) the use of any (a) biological agent, chemical agent, or nuclear weapon or device, or (b) explosive or firearm, with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property and (iv) a credible threat, attempt, or conspiracy to do any of the foregoing.

“Additional Lease” shall mean any lease entered into for the purpose of Borrower or any of its Subsidiaries to acquire the right to occupy and use real property, vessels or similar assets for, or in connection with, the construction, development or operation of gaming, hotel, entertainment or retail facilities or other facilities related to activities ancillary to or supportive of the business of the Borrower and its subsidiaries.

“Additional Master Lease” shall mean any Additional Lease that is not materially less favorable to the Borrower and/or its Subsidiaries than the Master Lease and is entered into between the Borrower and/or one of its Subsidiaries and the Master Lease Landlord or any Affiliate of the Master Lease Landlord.

“Additional Mortgage” shall have the meaning assigned to such term in Section 5.10(c).

“Adjusted Eurocurrency Rate” shall mean, (a) with respect to any Eurocurrency Borrowing denominated in Euro for any Interest Period, an interest rate per annum equal to the greater of (x) the EURIBO Rate in effect for such Interest Period and (y) 0.00%, (b) with respect to any Eurocurrency Borrowing denominated in Canadian Dollars for any Interest Period, an interest rate per annum equal to the greater of (x) the CDO Rate in effect for such Interest Period and (y) 0.00% and (c) with respect to any other Eurocurrency Borrowing for any Interest Period, an interest rate per annum equal to the *greater of* (x) (a) the Eurocurrency Rate in effect for such Interest Period divided by (b) one *minus* the Statutory Reserves applicable to such Eurocurrency Borrowing, if any, and (y) 0.00%.

“Adjustment Date” shall have the meaning assigned to such term in the definition of “Pricing Grid.”

“Administrative Agent” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“Administrative Agent Fees” shall have the meaning assigned to such term in Section 2.12(c).

“Administrative Agent’s Office” shall mean, with respect to any currency, the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 9.01 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

“Administrative Questionnaire” shall mean an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affiliate” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“Affiliate Lender” shall have the meaning assigned to such term in Section 9.23(a).

“Agent Parties” shall have the meaning assigned to such term in Section 9.17.

“Agents” shall mean the Administrative Agent, the Collateral Agent, the Syndication Agent and the Documentation Agent.

“Agreement” shall have the meaning assigned to such term in the introductory paragraph of this Agreement, as may be amended, restated, supplemented or otherwise modified from time to time.

“All-in Yield” shall mean, as to any Loans (or other loans, if applicable), the yield thereon payable to all Lenders (or other lenders, as applicable) providing such Loans (or other loans, if applicable) or in the primary syndication thereof, as reasonably determined by the Administrative Agent in consultation with the Borrower, whether in the form of interest rate, margin, original issue discount, up-front fees, rate floors or otherwise; provided, that original issue discount and up-front fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the life of such Loans (or other loans, if applicable)); and provided, further, that “All-in Yield” shall not include arrangement, commitment, underwriting, structuring or similar fees (unless such fees are paid to Lenders (or other lenders) generally in syndication of such Loans (or other loans, if applicable)) and customary consent fees for an amendment paid generally to consenting lenders.

“Alternate Currency” shall mean (i) with respect to any Letter of Credit, Canadian Dollars, Euros, Pounds Sterling, Japanese Yen and any other currency other than Dollars as may be acceptable to the Administrative Agent and the applicable L/C Issuer with respect thereto in their sole discretion and (ii) with respect to any Loan, Canadian Dollars, Euros, Pounds Sterling, Japanese Yen and any currency other than Dollars that is approved in accordance with Section 1.08.

“Alternate Currency Equivalent” shall mean, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternate Currency as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternate Currency with Dollars.

“Alternate Currency Letter of Credit” shall mean any Letter of Credit denominated in an Alternate Currency.

“Alternate Currency Loan” shall mean any Loan denominated in an Alternate Currency.

“Anti-Corruption Laws” shall have the meaning assigned to such term in Section 3.24(b).

“Anti-Money Laundering Laws” shall mean any and all laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes, case law or treaties applicable to a Loan Party, its Subsidiaries or Affiliates, related to terrorism financing or money laundering including any applicable provision of the USA PATRIOT Act and The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act,” 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), as amended from time to time and any successors thereto.

“Apollo” shall mean, collectively, Apollo Management VI, L.P. and other affiliated co-investment partnerships.

“Applicable Commitment Fee” shall mean, for any day, (i) 0.50% per annum; provided, that on and after each Adjustment Date occurring from and after delivery of the financial statements and certificates required by Section 5.04 upon the completion of one full fiscal quarter of the Borrower after the Closing Date, the “Applicable Commitment Fee” will be determined pursuant to the Pricing Grid or (ii) with respect to any Other Revolving Facility Commitments, the “Applicable Commitment Fee” set forth in the applicable Incremental Assumption Agreement.

“Applicable Date” shall have the meaning assigned to such term in Section 9.08(f).

“Applicable Discount” shall have the meaning assigned to such term in Section 2.11(g)(iii).

“Applicable Margin” shall mean for any day (i) with respect to any Term B Loan, 2.50% per annum in the case of any Eurocurrency Loan and 1.50% per annum in the case of any ABR Loan, (ii) with respect to any Initial Revolving Loan, 2.00% per annum in the case of any Eurocurrency Loan and 1.00% per annum in the case of any ABR Loan; provided, however, that on and after each Adjustment Date occurring from and after delivery of the financial statements and certificates required by Section 5.04 upon the completion of one full fiscal quarter of the Borrower after the Closing Date, the “Applicable Margin” with respect to any Initial Revolving Loan will be determined pursuant to the Pricing Grid. The Applicable Margin for any Other Term Loans and Other Revolving Loans shall be as set forth in the applicable Incremental Assumption Agreement.

“Applicable Period” shall mean an Excess Cash Flow Period.

“Approved Fund” shall have the meaning assigned to such term in Section 9.04(b).

“Arrangers” shall mean, collectively, the Joint Lead Arrangers and the Joint Bookrunners.

“Asset Sale” shall mean any loss, damage, destruction or condemnation of, or any sale, transfer or other disposition (including any sale and leaseback of assets and any mortgage or lease of Real Property) of any asset or assets of the Borrower or any Subsidiary to any Person that is not a Loan Party or a Subsidiary thereof.

“Assignee” shall have the meaning assigned to such term in Section 9.04(b).

“Assignment and Acceptance” shall mean an assignment and acceptance entered into by a Lender and an Assignee, and accepted by the Administrative Agent and the Borrower (if required by Section 9.04), in the form of Exhibit A or such other form as shall be approved by the Administrative Agent and reasonably satisfactory to the Borrower.

“Auto-Extension Letter of Credit” shall have the meaning assigned to such term in Section 2.05(b).

“Auto-Reinstatement Letter of Credit” shall have the meaning assigned to such term in Section 2.05(b).

“Availability Period” shall mean, with respect to any Class of Revolving Facility Commitments under any Revolving Facility, the period from and including the Closing Date (or, if later, the effective date for such Class of Revolving Facility Commitments) to but excluding the earlier of the Revolving Facility Maturity Date with respect to such Class and, in the case of each of the Revolving Facility Loans, Revolving Facility Borrowings and Letters of Credit under such Revolving Facility, the date of termination in full of the Revolving Facility Commitments of such Class.

“Available Unused Commitment” shall mean, with respect to a Revolving Facility Lender under any Revolving Facility at any time, an amount equal to the amount by which (a) the Revolving Facility Commitment under such Revolving Facility of such Revolving Facility Lender at such time exceeds (b) the Revolving Facility Credit Exposure under such Revolving Facility of such Revolving Facility Lender at such time.

“Bail-In Action” shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank RSA” shall mean that certain Second Amended Restructuring Support and Forbearance Agreement, dated as of October 4, 2016, among Caesars Entertainment Operating Company, Inc., CEC, LeverageSource III (H Holdings), L.P., LeverageSource V, L.P. and the lenders party thereto, as amended, modified or supplemented from time to time.

“Bankruptcy Code” shall mean Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

“Bankruptcy Court” shall have the meaning assigned to such term in the recitals to this Agreement.

“Below Threshold Asset Sale Proceeds” shall have the meaning assigned to such term in the definition of the term “Cumulative Credit.”

“Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

“Board of Directors” shall mean, as to any person, the board of directors or other governing body of such person, or if such person is owned or managed by a single entity, the board of directors or other governing body of such entity. The Board of Directors of the Borrower may include the Board of Directors of any direct or indirect parent of the Borrower.

“Bona Fide Debt Fund” shall mean (i) commercial or corporate banks and (ii) any funds which principally hold passive investments in portfolios of commercial loans or debt securities for investment purposes in the ordinary course of business.

“Borrower” shall mean (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

“Borrower Material Adverse Effect” shall mean, with respect to the Borrower, any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Borrower and its Subsidiaries, taken as a whole, or (b) the ability of the Borrower to consummate the Transactions; *provided, however*, that, for the purposes of clause (a), a Material Adverse Effect shall not be deemed to include events, occurrences, facts, conditions or changes arising out of, relating to or resulting from: (i) changes generally affecting the economy, financial or securities markets; (ii) the announcement of the Transactions (including, for the avoidance of doubt, the announcement of the Plan of Reorganization and the Restructuring Transactions (as contemplated, described and defined in the Plan of Reorganization)) and the Borrower’s compliance with the terms and conditions of the Commitment Letter, the Plan of Reorganization and the transactions contemplated hereby and thereby; (iii) any change in GAAP or applicable law (other than a change in Gaming Law prohibiting or substantially restricting gaming activities of the Borrower and its Subsidiaries which are currently permitted); (iv) any outbreak or escalation of war or any act of terrorism; (v) the failure, in and of itself, to meet internal or published projections, forecasts, budgets, or revenue, sales or earnings predictions for any period (but not the facts or circumstances underlying or contributing to any such failure); (vi) any threatened or pending claim, action, suit, litigation or proceeding relating to the Transactions that is released and discharged, as of the Closing Date, in connection with the Transactions; or (vii) general conditions (or changes therein) in the travel, hospitality or gaming industries; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i), (iii), (iv) or (vii) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a materially disproportionate effect on the Borrower and its Subsidiaries, taken as a whole compared to other participants in the industries in which the Borrower and its Subsidiaries conduct their businesses.

“Borrower Materials” shall have the meaning assigned to such term in Section 9.17.

“Borrowing” shall mean a group of Loans of a single Type in a single currency under a single Facility and made on a single date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

“Borrowing Minimum” shall mean \$5,000,000.

“Borrowing Multiple” shall mean \$1,000,000.

“Borrowing Request” shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit B.

“Budget” shall have the meaning assigned to such term in Section 5.04(e).

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided, that when used in connection with a Eurocurrency Loan, the term “Business Day” shall also exclude (a) any day on which banks are not open for dealings in deposits in Dollars in the London interbank market (if such Eurocurrency Loan is denominated in Dollars) and (b) any day that is a Target Day (if such Eurocurrency Loan is denominated in Euro) and, when used in connection with any Revaluation Date or determining any date on which any amount is to be paid or made available in an Alternate Currency other than Euro, the term “Business Day” shall also exclude any day on which commercial banks and foreign exchange markets are not open for business in the principal financial center in the country of such Alternate Currency.

“Canadian Dollars” shall mean the lawful currency of Canada.

“Capital Expenditures” shall mean, for any person in respect of any period, (a) the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events amounts expended or capitalized under Capital Lease Obligations) incurred by such person during such period that, in accordance with GAAP, are or should be included in “additions to property, plant or equipment” or similar items reflected in the statement of cash flows of such person and (b) Capitalized Software Expenditures.

“Capital Lease Obligations” of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under GAAP and, for purposes hereof, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that (a) obligations of the Borrower or its Subsidiaries, or of a special purpose or other entity not consolidated with the Borrower and its Subsidiaries, either existing on the Closing Date or created thereafter that (i) initially were not included on the consolidated balance sheet of the Borrower as capital lease obligations and were subsequently recharacterized as capital lease obligations or long-term financial obligations or, in the case of such a special purpose or other entity becoming consolidated with the Borrower and its Subsidiaries were required to be characterized as capital lease obligations or long-term financial obligations upon such consolidation, in either case, due to a change in accounting treatment or otherwise, or (ii) did not exist on the Closing Date and were required to be characterized as capital lease obligations or long-term financial obligations but would not have been required to be treated as capital lease obligations or long-term financial obligations on the Closing Date had they existed at that time, (b) each Master Lease and (c) each Additional Lease, shall for all purposes not be treated as Capital Lease Obligations or Indebtedness.

“Capitalized Software Expenditures” shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by a person during such period in respect of licensed or purchased software or internally developed software and software enhancements that, in accordance with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of such person and its subsidiaries.

“Cash Collateralize” shall have the meaning assigned to such term in Section 2.05(g).

“Cash Interest Expense” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Interest Expense for such period, less the sum of, without duplication, (a) pay in kind Interest Expense or other non-cash Interest Expense (including as a result of the effects of purchase accounting), (b) to the extent included in Interest Expense, the amortization of any debt issuance costs, commissions, financing fees paid by, or on behalf of, the Borrower or any Subsidiary, including such fees paid in connection with the Transactions or upon entering into a Permitted Receivables Financing, and the expensing of any bridge, commitment or other financing fees, including those paid in connection with the Transactions or upon entering into a Permitted Receivables Financing or any amendment of this Agreement and (c) the amortization of debt discounts, if any, or fees in respect of Swap Agreements.

“Cash Management Agreement” shall mean any agreement to provide to the Borrower or any Subsidiary cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services and wire transfer services.

“Cash Management Bank” shall mean any person that, at the time it enters into a Cash Management Agreement (or on the Closing Date), is an Agent, an Arranger, a Lender or an Affiliate of any such person, in each case, in its capacity as a party to such Cash Management Agreement.

“CDO Rate” shall mean for the relevant Interest Period, the Canadian deposit offered rate which in turn means on any day, the annual rate of interest determined with reference to the arithmetic average of the discount rate quotations listed in respect of the relevant Interest Period for Canadian Dollar-denominated bankers’ acceptances displayed and identified as such on the “Reuters Screen CDOR Page” as defined in the International Swap Dealer Association, Inc. definitions, as modified and amended from time to time, as of 10:00 a.m. Toronto local time on such day and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Administrative Agent after 10:00 a.m. Toronto local time to reflect any manifest error in the posted rate of interest or in the posted average annual rate of interest); provided that if such rates are not available on the Reuters Screen CDOR Page on any particular day, then such rate on that day shall be calculated as the average of the rate quotes for Canadian Dollar-denominated bankers’ acceptances for the applicable interest period received by the Administrative Agent as of 10:00 a.m. Toronto local time on such day from one or more banks of recognized standing selected by it; or if such day is not a Business Day, then as received by the Administrative Agent on the immediately preceding Business Day; *provided*, that if the CDO Rate at any time calculated in accordance with the foregoing would be less than 0%, the CDO Rate shall be deemed to be 0% for the purposes of this Agreement.

“CEC” means Caesars Entertainment Corporation, a Delaware corporation, together with its successors and assigns.

“CEOC Merger” shall mean the merger of Caesars Entertainment Operating Company, Inc. with and into CEOC, LLC on or about the Closing Date, with CEOC, LLC surviving such merger as the sole Borrower.

“CES Agreements” means (a) the Second Amended and Restated Omnibus License and Enterprise Services Agreement, dated as of October 6, 2017, by and among Caesars Enterprise Services, LLC, Caesars Entertainment Operating Company, Inc., Caesars Entertainment Resort Properties LLC, Caesars Growth Properties Holding, LLC, Caesars License Company, LLC, and Caesars World LLC and (b) the Second Amended and Restated Limited Liability Company Agreement of Caesars Enterprise Services, LLC, dated as of January 14, 2015, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (including, without limitation, in connection with the assignment, distribution or other transfer thereof to CEC or any subsidiary of CEC).

“CEFC” shall mean a “controlled foreign corporation” within the meaning of Section 957(a) of the Code.

A “Change in Control” shall be deemed to occur if:

(a) at any time, a “change of control” (or similar event) shall occur under any indenture or credit agreement governing any Junior Financing constituting Material Indebtedness; or

(b) any combination of Permitted Holders in the aggregate shall fail to have the power, directly or indirectly, to vote or direct the voting of Equity Interests representing at least a majority of the ordinary voting power for the election of directors of the Borrower; provided that the occurrence of the foregoing event shall not be deemed a Change in Control if,

(i) at any time prior to a Qualified IPO, (A) any combination of Permitted Holders in the aggregate otherwise have the right, directly or indirectly, to designate a majority of the Board of Directors of the Borrower at such time or (B) any combination of Permitted Holders in the aggregate own, directly or indirectly, a majority of the ordinary voting Equity Interests of the Borrower at such time, or

(ii) at any time upon or after a Qualified IPO, no person or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or “group” and its subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than any combination of the Permitted Holders, shall have acquired beneficial ownership (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date) of more than the greater of (x) 35% on a fully diluted basis of the ordinary voting Equity Interests in the Borrower and (y) the percentage of the ordinary voting Equity Interests in the Borrower owned, directly or indirectly, in the aggregate by the Permitted Holders on a fully diluted basis.

“Change in Law” shall mean (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 2.15(b), by any Lending Office of such Lender or by such Lender’s or L/C Issuer’s holding company, if any) with any written request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided, however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof and (ii) all requests, rules, guidelines, requirement and



directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented, but only to the extent a Lender is imposing applicable increased costs or costs in connection with capital or liquidity adequacy requirements similar to those described in clauses (a) and (b) of Section 2.15 generally on other similarly situated borrowers of loans under United States of America credit facilities.

“Charges” shall have the meaning assigned to such term in Section 9.09.

“Class” shall mean, (a) when used in reference to any Loan or Borrowing, shall refer to whether such Loan, or the Loans comprising such Borrowing, are Term B Loans, Other Term Loans having the same terms, Initial Revolving Loans or Other Revolving Loans having the same terms; and (b) when used in reference to any Commitment, refers to whether such Commitment is in respect of a commitment to make Term B Loans, Other Term Loans having the same terms, Initial Revolving Loans or Other Revolving Loans having the same terms. Other Term Loans, or Other Revolving Loans that have different terms and conditions (together with the Commitments in respect thereof) from the Term B Loans or the Initial Revolving Loans, respectively, or from other Other Term Loans or other Other Revolving Loans, as applicable, shall be construed to be in separate and distinct Classes.

“Class Loans” shall have the meaning assigned to such term in Section 9.08(f).

“Closing Date” shall mean October 6, 2017.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collateral” shall mean all the “Collateral” (or equivalent term) as defined in any Security Document and shall also include the Mortgaged Properties and all other property that is subject to any Lien in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to any Security Documents.

“Collateral Agent” shall mean the Administrative Agent acting as collateral agent for the Secured Parties.

“Collateral Agreement” shall mean the Collateral Agreement substantially in the form of Exhibit L, dated as of the Closing Date, among the Borrower, each Subsidiary Loan Party and the Collateral Agent, as amended, supplemented or otherwise modified from time to time.

“Collateral and Guarantee Requirement” shall mean the requirement that (in each case subject to Sections 5.10(d), (e) and (g) and Schedule 5.10):

(a) on the Closing Date, the Collateral Agent shall have received (x) from the Borrower and each Subsidiary Loan Party, a counterpart of the Collateral Agreement and (y) from each Subsidiary Loan Party, a counterpart of the Subsidiary Guarantee Agreement, in each case duly executed and delivered on behalf of such person;

(b) on the Closing Date, (i) the Collateral Agent shall have received (A) a pledge of all the issued and outstanding Equity Interests owned on the Closing Date directly by the Loan Parties, other than Excluded Securities and (ii) the Collateral Agent shall have received all certificates or other instruments (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank;

(c) (i) on the Closing Date and at all times thereafter, all Indebtedness of the Borrower and each Subsidiary having, in the case of each instance of Indebtedness, an aggregate principal amount in excess of \$25.0 million (other than (A) intercompany current liabilities in connection with the cash management, tax and accounting operations of the Borrower and the Subsidiaries or (B) to the extent that a pledge of such promissory note or instrument would violate applicable law) that is owing to a Loan Party, other than Excluded Securities, shall be evidenced by a promissory note or an instrument and shall have been pledged pursuant to the Collateral Agreement (or other applicable Security Document as reasonably required by the Collateral Agent), and (ii) the Collateral Agent shall have received all such promissory notes or instruments required to be delivered pursuant to the applicable Security Documents, together with note powers or other instruments of transfer with respect thereto endorsed in blank;

(d) in the case of any person that becomes a Subsidiary Loan Party after the Closing Date, subject to Section 5.10(g), the Collateral Agent shall have received (i) a supplement to the Collateral Agreement and the Subsidiary Guarantee Agreement and (ii) supplements to the other Security Documents, if applicable, in the form specified therein or otherwise reasonably acceptable to the Administrative Agent, duly executed and delivered on behalf of such Subsidiary Loan Party;

(e) after the Closing Date, (i) all the outstanding Equity Interests in (A) any person that becomes a Subsidiary Loan Party after the Closing Date and (B) subject to Section 5.10(g), all the Equity Interests that are directly acquired by a Loan Party after the Closing Date, other than Excluded Securities, shall have been pledged pursuant to the Collateral Agreement, and (ii) the Collateral Agent shall have received all certificates or other instruments (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank;

(f) on the Closing Date and at all times thereafter, except as otherwise contemplated by this Agreement or any Security Document, all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents (in each case, including any supplements thereto) and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Security Document;

(g) (x) as soon as practicable after the Closing Date but in no event later than 90 days after the Closing Date with respect to the Mortgaged Properties set forth on Schedule 3.07(a) (or such later date as the Collateral Agent may agree in its reasonable discretion) and (y) within the time periods set forth in, and solely to the extent required by, Section 5.10(c), 5.10(d), 5.10(h) or 5.11 with respect to the Mortgaged Properties encumbered pursuant to said Section 5.10(c), 5.10(d), 5.10(h) or 5.11, the Collateral Agent shall have received (i) counterparts of each Mortgage to be entered into with respect to each such Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property and suitable for recording or filing and (ii) such other documents including, but not limited to, any consents, agreements and confirmations of third parties, as the Collateral Agent may reasonably request with respect to any such Mortgage or Mortgaged Property;

(h) with respect to each Mortgage delivered pursuant to clause (g) above, the Collateral Agent shall have received (i) a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property on which a "Building" (as defined in 12 CFR Chapter III, Section 339.2) is located (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Subsidiary Loan Party relating thereto), (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 5.02 (including, without limitation, flood insurance policies), each of which shall (A) be endorsed or otherwise amended to include a "standard" lender's loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Secured Parties, as additional insured, (C) in the case of flood insurance, (1) identify the addresses of each property located in a special flood hazard area, (2) indicate the applicable flood zone designation, the flood insurance coverage and the deductible relating thereto, (3) provide that the insurer will give the Collateral Agent forty-five (45) days' written notice of cancellation (or such shorter period acceptable to the Administrative Agent) and (4) otherwise be in form and substance reasonably satisfactory to the Administrative Agent, (iii) to the extent required to mortgage a leasehold interest in Real Property that must be mortgaged pursuant to the terms of this Agreement and to the extent reasonably required by the Administrative Agent, estoppel and consent agreements executed by each of the lessors of such leased Real Property, along with (A) a memorandum of lease in recordable form with respect to such leasehold interest, executed and acknowledged by the owner of the affected real property, as lessor, or (B) evidence that the applicable lease with respect to such leasehold interest or a memorandum thereof has been recorded in all places necessary or desirable, in the Administrative Agent's reasonable judgment, to give constructive notice to third-party purchasers of such leasehold interest, or (C) if such leasehold interest was acquired or subleased from the holder of a recorded leasehold interest, the applicable assignment or sublease document, executed and acknowledged by such holder, in each case in form sufficient to give such constructive notice upon recordation and otherwise in form satisfactory to the Administrative Agent, provided, that the Borrower and the Subsidiaries shall be deemed to have complied with the requirements of this clause (iii) if the Borrower and the Subsidiaries will have provided the Administrative Agent with an officer's certificate confirming that the Borrower and the Subsidiaries have made commercially reasonable efforts to fulfill the aforementioned requirements, (iv) opinions addressed to the Administrative Agent and the Collateral Agent for its benefit and for the benefit of the Secured Parties of (A) local counsel for the Borrower in each jurisdiction where the Mortgaged Property is located with respect to the enforceability of the Mortgages and other matters customarily included in such opinions and (B) counsel for the Borrower regarding due authorization, execution and delivery of the Mortgages, in each case, in form and substance reasonably satisfactory to the Administrative Agent, (v) a policy or policies or marked-up unconditional binder of title insurance, as applicable, paid for by the Borrower or the Subsidiaries or a Parent Entity, issued by a nationally recognized title insurance company insuring the Lien of each Mortgage to be entered into on the Closing Date or thereafter in accordance with Sections 5.10(c), 5.10(d), 5.10(h) and 5.11 as a valid Lien on the Mortgaged Property described therein, free of any other Liens except Permitted Liens, together with such customary endorsements (including zoning endorsements where reasonably appropriate and available or, in lieu of such zoning endorsements, where available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located, a zoning report from a recognized vendor or a zoning compliance letter from the applicable municipality in a form reasonably acceptable to the Collateral Agent), coinsurance and reinsurance as the Collateral Agent may reasonably request and which are available at commercially reasonable rates in the jurisdiction where the applicable Mortgaged Property is located, (vi) if the finalization of the title insurance policies pursuant to clause (v) hereof and the Surveys (as hereinafter defined) pursuant to clause (vii) hereof occurs after delivery of any Mortgage pursuant to clause (g), then, to the extent required to correct and/or confirm the Mortgaged Property encumbered by such Mortgage is consistent with that so insured and surveyed and/or confirm the Collateral Agent's mortgage

lien on and security interests in such Mortgaged Property, (A) an amendment to any such applicable Mortgage (or to the extent required, a new Mortgage) duly authorized, executed and acknowledged, in recordable form and otherwise in form and substance reasonably acceptable to the Administrative Agent with respect to each such applicable Mortgaged Property and (B) such other documents, including, but not limited to, any supplemental consents, agreements and/or confirmations of third parties, and supplemental local counsel opinions, as Collateral Agent may reasonably request in order to effectuate the same, and (vii) to the extent required by the title insurance company to remove the survey exception from any title policy delivered pursuant to clause (v) above and to issue a survey endorsement for any title policy delivered pursuant to clause (v) above, a survey of each Mortgaged Property (including all improvements, easements and other customary matters thereon reasonably required by the Collateral Agent), as applicable, for which all necessary fees (where applicable) have been paid (such surveys, collectively, the “Surveys”). Any such Surveys shall, to the extent required by the title insurance company, be certified to the Borrower, Collateral Agent and the title insurance company, and shall meet minimum standard detail requirements for ALTA/ACSM Land Title Surveys in all material respects and shall be sufficient and satisfactory to the title insurance company so as to enable the title insurance company to issue coverage over all general survey exceptions and to issue all endorsements reasonably requested by Collateral Agent. All such Surveys shall be dated (or redated) not earlier than six months prior to the date of delivery thereof (unless otherwise acceptable to the title insurance company issuing the title insurance);

(i) on the Closing Date, the Collateral Agent shall have received evidence of the insurance required by Section 5.02(a); and

(j) after the Closing Date, the Collateral Agent shall have received (i) such other Security Documents as may be required to be delivered pursuant to Sections 5.10 and 5.11, and (ii) upon reasonable request by the Collateral Agent, evidence of compliance with any other requirements of Sections 5.10 and 5.11.

“Commitment Fee” shall have the meaning assigned to such term in Section 2.12(a).

“Commitment Letter” shall mean that certain Amended and Restated Commitment Letter dated as of February 17, 2017, by and among Caesars Entertainment Operating Company, Inc., Credit Suisse Securities (USA) LLC, Credit Suisse AG, Cayman Islands Branch, Deutsche Bank Securities Inc., Deutsche Bank AG New York Branch, Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., UBS Securities LLC and UBS AG, Stamford Branch.

“Commitments” shall mean with respect to any Lender, such Lender’s Revolving Facility Commitment and Term Facility Commitment.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Conduit Lender” shall mean any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender;

provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.15, 2.16, 2.17 or 9.05 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender, unless the designation of such Conduit Lender is made with the Borrower's prior written consent (not to be unreasonably withheld or delayed), which consent shall specify that it is being made pursuant to the proviso in the definition of Conduit Lender and provided that that designating Lender provides such information as the Borrower reasonably requests in order for the Borrower to determine whether to provide its consent or (b) be deemed to have any Commitment.

"Confirmation Order" shall mean that certain order of the Bankruptcy Court dated January 17, 2017, Docket No. 6334, (x) confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code, (y) authorizing the Debtors to enter into and perform all documents to effectuate the Plan of Reorganization (including an agreement releasing the Arrangers and the Lenders effective as of the effective date of the Plan of Reorganization in a manner similar to the release of the "Released Parties" under the Plan of Reorganization) and (z) authorizing the Debtors to pay any fees in connection with the syndication of the Facilities, as the same may amended, modified, supplemented or waived.

"Consolidated Debt" shall mean, at any date of determination, the aggregate amount of (without duplication) all Indebtedness (other than letters of credit or bank guarantees, to the extent undrawn) consisting of Capital Lease Obligations, Indebtedness for borrowed money and Disqualified Stock of the Borrower and the Subsidiaries determined on a consolidated basis on such date in accordance with GAAP.

"Consolidated Net Income" shall mean, with respect to the Borrower and its Subsidiaries for any period, the aggregate of the Net Income of the Borrower and its Subsidiaries for such period, on a consolidated basis; provided, however, that, without duplication,

(i) any net after tax extraordinary, nonrecurring or unusual gains or losses or income or expense or charge (less all fees and expenses relating thereto) including, without limitation, any severance, relocation or other restructuring expenses, any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, fees, expenses or charges relating to facilities closing costs, curtailments or modifications to pension and post-retirement employee benefit plans, excess pension charges, acquisition integration costs, facilities opening costs, project start-up costs, business optimization costs, signing, retention or completion bonuses, and expenses or charges related to any offering of Equity Interests or debt securities of the Borrower, any Subsidiary or any Parent Entity, any Investment, acquisition, disposition, recapitalization or issuance, repayment, refinancing, amendment or modification of Indebtedness (in each case, whether or not successful), and any fees, expenses, charges or change in control payments related to the Transactions and the Emergence Restructuring Transactions (including any costs relating to auditing prior periods, transition-related expenses, and Transaction Expenses incurred before, on or after the Closing Date), in each case, shall be excluded,

(ii) any net after-tax income or loss from disposed, abandoned, transferred, closed or discontinued operations and any net after-tax gain or loss on disposal of disposed, abandoned, transferred, closed or discontinued operations shall be excluded,

(iii) any net after-tax gain or loss (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the management of the Borrower) shall be excluded,

(iv) any net after-tax income or loss (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, Swap Agreements or other derivative instruments shall be excluded,

(v) (A) the Net Income for such period of any person that is not a subsidiary of such person, or is an Unrestricted Subsidiary or a Qualified Non-Recourse Subsidiary or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent person or a subsidiary thereof (other than an Unrestricted Subsidiary or a Qualified Non-Recourse Subsidiary of such referent person) in respect of such period and (B) the Net Income for such period shall include any ordinary course dividend, distribution or other payment in cash received from any person in excess of the amounts included in clause (A),

(vi) Consolidated Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period,

(vii) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such person and its Subsidiaries) in component amounts required or permitted by GAAP, resulting from the application of purchase accounting in relation to the Transactions or the Emergence Restructuring Transactions or any consummated acquisition, or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded,

(viii) any impairment charges or asset write-offs, in each case pursuant to GAAP, and the amortization of intangibles adjustments arising pursuant to GAAP, shall be excluded,

(ix) any non-cash compensation charge or expenses realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded,

(x) accruals and reserves that are established or adjusted within twelve months after the Closing Date and that are so required to be established or adjusted in accordance with GAAP or as a result of adoption or modification of accounting policies shall be excluded,

(xi) non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations shall be excluded,

(xii) any currency translation gains and losses related to currency remeasurements of Indebtedness, and any net loss or gain resulting from Swap Agreements for currency exchange risk, shall be excluded,

(xiii) (i) the non-cash portion of "straight-line" rent expense shall be excluded and (ii) the cash portion of "straight-line" rent expense which exceeds the amount expensed in respect of such rent expense shall be included,

(xiv) (1) to the extent covered by insurance and actually reimbursed, or, so long as such person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business

interruption shall be excluded, and (2) amounts estimated in good faith to be received from insurance in respect of lost revenues or earnings in respect of liability or casualty events or business interruption shall be included (with a deduction for amounts actually received up to such estimated amount to the extent included in Net Income in a future period),

(xv) without duplication, an amount equal to the amount of distributions actually made to any parent or equity holder of such person in respect of such period in accordance with Section 6.06(b)(y) shall be included as though such amounts had been paid as income taxes directly by such person for such period,

(xvi) non-cash charges for deferred tax asset valuation allowances shall be excluded;

(xvii) effects of fresh start accounting adjustments (including the effects of such adjustments pushed down to such person and its Subsidiaries) required or permitted by GAAP, resulting from the application of fresh start accounting in relation to the Transactions shall be included; and

(xviii) Consolidated Net Income shall be calculated by deducting, without duplication of amounts otherwise deducted, rent, insurance, property taxes and other amounts and expenses actually paid in cash under any Master Lease or any Additional Lease in the applicable Test Period and no deductions in calculating Consolidated Net Income shall occur as a result of imputed interest, amounts under any Master Lease or any Additional Lease not paid in cash during the relevant Test Period or other non-cash amounts incurred in respect of any Master Lease or any Additional Lease; provided that any “true-up” of rent paid in cash pursuant to any Master Lease or any Additional Lease shall be accounted for in the fiscal quarter to which such payment relates as if such payment were originally made in such fiscal quarter.

“Consolidated Total Assets” shall mean, as of any date of determination, the total assets of the Borrower and the consolidated Subsidiaries without giving effect to any amortization of the amount of intangible assets since December 31, 2016, determined in accordance with GAAP, as set forth on the consolidated balance sheet of the Borrower as of the last day of the fiscal quarter most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b), as applicable, calculated on a Pro Forma Basis after giving effect to any acquisition or disposition of a person or assets that have occurred on or after the last day of such fiscal quarter.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Covenant Resumption Date” shall have the meaning assigned to such term in the definition of “Covenant Suspension Period.”

“Covenant Suspension Period” shall mean the period commencing on the date of any Qualifying Act of Terrorism and continuing until (and including) the last day of the second full fiscal quarter following the fiscal quarter in which the Qualifying Act of Terrorism occurs; provided, however, that if a separate and distinct Qualifying Act of Terrorism occurs during any Covenant Suspension Period, such Covenant Suspension Period shall continue until (and including) the last day of the second full fiscal quarter following the fiscal quarter in which such subsequent Qualifying Act of Terrorism shall occur. Notwithstanding the foregoing, the Borrower may, in its sole discretion, elect that any Covenant Suspension Period end on any date prior to the date that such Covenant Suspension Period would otherwise end absent such election. The first day following the end of the Covenant Suspension Period is the “Covenant Resumption Date.”

“Credit Event” shall have the meaning assigned to such term in Article IV.

“Credit Suisse” means Credit Suisse AG, Cayman Islands Branch, in its individual capacity, together with its other branches and affiliates, and its successors.

“Cumulative Credit” shall mean, at any date, an amount, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication (and without duplication of amounts that otherwise increased the amount available for Investments pursuant to Section 6.04):

- (a) the greater of \$60.0 million and 0.15 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, plus:
- (b) an amount (which amount shall not be less than zero) equal to the Cumulative Retained Excess Cash Flow Amount at such time, plus
- (c) the aggregate amount of proceeds received after the Closing Date and prior to such time that would have constituted Net Proceeds pursuant to clause (a) of the definition thereof except for the operation of clause (x), (y) or (z) of the second proviso thereof (the “Below Threshold Asset Sale Proceeds”), plus
- (d) the cumulative amount of proceeds (including cash and the fair market value (as determined in good faith by the Borrower) of property other than cash) from the sale of Equity Interests in the Borrower or any Parent Entity after the Closing Date and on or prior to such time (including upon exercise of warrants or options) which proceeds have been contributed as common equity to the capital of the Borrower and common Equity Interests in the Borrower issued upon conversion of Indebtedness of the Borrower or any Subsidiary owed to a person other than the Borrower or a Subsidiary not previously applied for a purpose other than use in the Cumulative Credit; provided, that this clause (d) shall exclude Permitted Cure Securities and the proceeds thereof, Excluded Debt Contributions and the proceed thereof, Excluded RP Contributions and the proceeds thereof, sales of Equity Interests financed as contemplated by Section 6.04(e) or used as described in clause (ix) of the definition of EBITDA and any amounts used to finance the payments or distributions in respect of any Junior Financing pursuant to Section 6.09(b)(i)(C), plus
- (e) 100% of the aggregate amount of contributions to the common capital of the Borrower received in cash (and the fair market value (as determined in good faith by the Borrower) of property other than cash) after the Closing Date (subject to the same exclusions as are applicable to clause (d) above), plus
- (f) 100% of the aggregate principal amount of any Indebtedness (including the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock) of the Borrower or any Subsidiary thereof issued after the Closing Date (other than Indebtedness issued to a Subsidiary), which has been converted into or exchanged for Equity Interests (other than Disqualified Stock) in the Borrower or any Parent Entity, plus
- (g) 100% of the aggregate amount received by the Borrower or any Subsidiary in cash (and the fair market value (as determined in good faith by the Borrower) of property other than cash received by the Borrower or any Subsidiary) after the Closing Date from:
  - (A) the sale (other than to the Borrower or any Subsidiary) of the Equity Interests in an Unrestricted Subsidiary, or



(B) any dividend or other distribution by an Unrestricted Subsidiary, plus

(h) in the event any Unrestricted Subsidiary has been redesignated as a Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Subsidiary, the fair market value (as determined in good faith by the Borrower) of the Investments of the Borrower or any Subsidiary in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), plus

(i) the aggregate amount of any Declined Proceeds (excluding any Declined Proceeds applied to make Restricted Payments pursuant to Section 6.06(k)), plus

(j) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the Borrower or any Subsidiary in respect of any Investments made pursuant to Section 6.04(j)(ii) after the Closing Date prior to such time, minus

(k) any amounts thereof used to make Investments pursuant to Section 6.04(j)(ii) after the Closing Date prior to such time, minus

(l) any amounts thereof used to make Restricted Payments pursuant to Section 6.06(e) after the Closing Date prior to such time, minus

(m) any amounts thereof used to make payments or distributions in respect of Junior Financings pursuant to Section 6.09(b)(i)(E) after the Closing Date prior to such time (other than payments made with proceeds from the issuance of Equity Interests that were excluded from the calculation of the Cumulative Credit pursuant to clause (c) above).

provided, however, for purposes of Section 6.06(e) and Section 6.09(b)(i)(E), the calculation of the Cumulative Credit shall not include any Below Threshold Asset Sale Proceeds except to the extent they are used as contemplated in clause (k) above.

“Cumulative Retained Excess Cash Flow Amount” shall mean, at any date, an amount (which shall not be less than zero in the aggregate) determined on a cumulative basis equal to the aggregate cumulative sum of the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Periods ending after the Closing Date and prior to such date.

“Cure Amount” shall have the meaning assigned to such term in Section 7.02.

“Cure Right” shall have the meaning assigned to such term in Section 7.02.

“Current Assets” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, the sum of (a) all assets (other than cash and Permitted Investments or other cash equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current assets at such date of determination, other than amounts related to current or deferred Taxes based on income or profits, and (b) in the event that a Permitted Receivables Financing is accounted for off balance sheet, (x) gross accounts receivable comprising part of the Receivables Assets subject to such Permitted Receivables Financing less (y) collections against the amounts sold pursuant to clause (x).

“Current Liabilities” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, all liabilities that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Subsidiaries as current liabilities at such date of determination, other than (a) the current portion of any Indebtedness, (b) accruals of Interest Expense (excluding Interest Expense that is due and unpaid), (c) accruals for current or deferred Taxes based on income or profits, (d) accruals, if any, of transaction costs resulting from the Transactions, (e) accruals of any costs or expenses related to (i) severance or termination of employees prior to the Closing Date or (ii) bonuses, pension and other post-retirement benefit obligations, and (f) accruals for add-backs to EBITDA included in clauses (a)(iv) through (a)(vi) of the definition of such term.

“Debt Fund Affiliate Lender” shall mean entities managed by the Affiliates of the Borrower or funds advised by their respective affiliated management companies that are primarily engaged in, or advise funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and for which no personnel making investment decisions in respect of any equity fund which has a direct or indirect equity investment in the Borrower or its Subsidiaries has the right to make any investment decisions.

“Debt Service” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, Cash Interest Expense of the Borrower and the Subsidiaries for such period plus scheduled principal amortization of Consolidated Debt of the Borrower and the Subsidiaries for such period.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Debtors” shall have the meaning assigned to such term in the Plan of Reorganization.

“Declined Proceeds” shall have the meaning assigned to such term in Section 2.11(e).

“Default” shall mean any event or condition which, but for the giving of notice, lapse of time or both would constitute an Event of Default.

“Defaulting Lender” shall mean, subject to Section 2.22, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Issuer or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect with respect to its funding obligations hereunder (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be

specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-in Action; provided, that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.22) upon delivery of written notice of such determination to the Borrower, each L/C Issuer and each Lender.

“Designated Non-Cash Consideration” shall mean the fair market value (as determined in good faith by the Borrower) of non-cash consideration received by the Borrower or any Subsidiary in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation, less the amount of cash or cash equivalents received in connection with a subsequent sale of such Designated Non-Cash Consideration.

“Development Expenses” shall mean, without duplication, the aggregate principal amount, not to exceed \$500.0 million (less the amount of Indebtedness outstanding under Section 6.01(z) at such time) at any time, of (a) outstanding Indebtedness incurred after the Closing Date, the proceeds of which, at the time of determination, as certified by a Responsible Officer of the Borrower, are pending application and are required or intended to be used to fund and (b) amounts spent after the Closing Date (whether funded with the proceeds of Indebtedness, cash flow or otherwise) to fund, in each case, (i) Expansion Capital Expenditures of the Borrower or any Subsidiary, (ii) a Development Project or (iii) interest, fees or related charges with respect to such Indebtedness; provided that (A) the Borrower or the Subsidiary or other person that owns assets subject to the Expansion Capital Expenditure or Development Project, as applicable, is diligently pursuing the completion thereof and has not at any time ceased construction of such Expansion Capital Expenditure or Development Project, as applicable, for a period in excess of 90 consecutive days (other than as a result of a force majeure event or inability to obtain requisite gaming approvals or other governmental authorizations, so long as, in the case of any such gaming approvals or other governmental authorizations, the Borrower or a Subsidiary or other applicable person is diligently pursuing such gaming approvals or governmental authorizations), (B) no such Indebtedness or funded costs shall constitute Development Expenses with respect to an Expansion Capital Expenditure or a Development Project from and after the end of the first full fiscal quarter after the completion of construction of the applicable Expansion Capital Expenditure or Development Project or, in the case of a Development Project or Expansion Capital Expenditure that was not open for business when construction commenced, from and after the end of the first full fiscal quarter after the date of opening of such Development Project or Expansion Capital Expenditure, if earlier, and (C) in order to avoid duplication, it is acknowledged that to the extent that the proceeds of any Indebtedness referred to in clause (a) above have been applied (whether for the purposes described in clauses (i), (ii) or (iii) above

or any other purpose), such Indebtedness shall no longer constitute Development Expenses under clause (a) above (it being understood, however, that any such application in accordance with clauses (i), (ii) or (iii) above shall, subject to the other requirements and limitations of this definition, constitute Development Expenses under clause (b) above).

“Development Project” shall mean Investments, directly or indirectly, (a) in any joint ventures or Unrestricted Subsidiaries in which the Borrower or any of its Subsidiaries, directly or indirectly, has control or with whom it has a management, development or similar contract and, in the case of a joint venture, in which the Borrower or any of its Subsidiaries owns (directly or indirectly) at least 25% of the Equity Interest in such joint venture, or (b) in, or expenditures with respect to, casinos and “racinos” or persons that own casinos or “racinos” (including casinos and “racinos” in development or under construction that are not presently open or operating with respect to which the Borrower or any of its Subsidiaries has (directly or indirectly through subsidiaries) entered into a management, development or similar contract and such contract remains in full force and effect at the time of such Investment), in each case, used to finance, or made for the purpose of allowing such joint venture, Unrestricted Subsidiary, casino or “racino”, as the case may be, to finance, the purchase, development, construction or other acquisition of any fixed or capital assets or the refurbishment of existing assets or properties that develops, adds to or significantly improves the property of such joint venture, Unrestricted Subsidiary, casino or “racino” and assets ancillary or related thereto (including, without limitation, hotels, restaurants and other similar projects), or the construction and development of a casino, “racino” or assets ancillary or related thereto (including, without limitation, hotels, restaurants and other similar projects) and including Pre-Opening Expenses with respect to such joint venture, Unrestricted Subsidiary, casino or “racino”.

“Discharged Indebtedness” shall mean Indebtedness that has been defeased (pursuant to a contractual or legal defeasance) or discharged pursuant to the prepayment or deposit of amounts sufficient to satisfy such Indebtedness as it becomes due or irrevocably called for redemption (and regardless of whether such Indebtedness constitutes a liability on the balance sheet of the obligors thereof); provided, however, that (i) the Indebtedness shall be deemed Discharged Indebtedness if the payment or deposit of all amounts required for defeasance or discharge or redemption thereof have been made even if certain conditions thereto have not been satisfied, so long as such conditions are reasonably expected to be satisfied within 95 days after such prepayment or deposit and (ii) such deposited funds shall be excluded from the calculation of Unrestricted Cash; provided, further, however, that if the conditions referred to in clause (i) of the immediately preceding proviso are not satisfied within 95 days after such prepayment or deposit, such Indebtedness shall cease to constitute Discharged Indebtedness after such 95-day period.

“Discount Range” shall have the meaning assigned to such term in Section 2.11(g)(ii).

“Discounted Prepayment Option Notice” shall have the meaning assigned to such term in Section 2.11(g)(ii).

“Discounted Voluntary Prepayment” shall have the meaning assigned to such term in Section 2.11(g)(i).

“Discounted Voluntary Prepayment Notice” shall have the meaning assigned to such term in Section 2.11(g)(v).

“Disinterested Director” shall mean, with respect to any person and transaction, a member of the Board of Directors of such person who does not have any material direct or indirect financial interest in or with respect to such transaction.

“Disqualification” means, with respect to any Lender:

- (a) the failure of that person timely to file pursuant to applicable Gaming Laws:
  - (i) any application requested of that person by any Gaming Authority in connection with any licensing required of that person as a lender to the Borrower; or
  - (ii) any required application or other papers in connection with determination of the suitability or qualification of that person as a lender to the Borrower;
- (b) the withdrawal by that person (except where requested or permitted by the Gaming Authority without prejudice) of any such application or other required papers;
- (c) any finding by a Gaming Authority that there is reasonable cause to believe that such person may be found unqualified or unsuitable; or
- (d) any final determination by a Gaming Authority pursuant to applicable Gaming Laws:
  - (i) that such person is “unsuitable” or not qualified as a lender to the Borrower;
  - (ii) that such person shall be “disqualified” as a lender to the Borrower; or
  - (iii) denying the issuance to that person of any license or other approval or waiver required under applicable Gaming Laws to be held by all lenders to the Borrower.

“Disqualified Stock” shall mean, with respect to any person, any Equity Interests in such person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Loan Obligations that are accrued and payable and the termination of the Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash or (d) at the option of the holders thereof, is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in each case, prior to the date that is ninety-one (91) days after the earlier of (x) the latest Term Facility Maturity Date in effect on the date of issuance and (y) the date on which the Loans and all other Loan Obligations that are accrued and payable are repaid in full and the Commitments are terminated; provided, however, that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable, so accrue dividends, or are so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided further, however, that if such Equity Interests are issued to any employee or to any plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability; provided further, however, that any class of Equity Interests in such person that by its terms authorizes such person to satisfy its obligations thereunder by delivery of Equity Interests that are not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Documentation Agent” shall mean Credit Suisse Securities (USA) LLC.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Administrative Agent or the L/C Issuer, as applicable, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date or other applicable date of determination) for the purchase of Dollars with such currency.

“Dollars” or “\$” shall mean lawful money of the United States of America.

“Domestic Subsidiary” shall mean any Subsidiary that is not a Foreign Subsidiary.

“EBITDA” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Borrower and the Subsidiaries for such period plus (a) the sum of (in each case without duplication and to the extent the respective amounts described in subclauses (i) through (xi) of this clause (a) otherwise reduced such Consolidated Net Income for the respective period for which EBITDA is being determined):

(i) provision for Taxes based on income, profits or capital of the Borrower and the Subsidiaries for such period, including, without limitation, federal, state, franchise, property, excise and similar taxes and foreign withholding taxes (including penalties and interest related to taxes or arising from tax examinations) and, without duplication, any Tax Distributions taken into account in calculating Consolidated Net Income,

(ii) Interest Expense (and to the extent not included in Interest Expense, (x) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock and (y) costs of surety bonds in connection with financing activities) of the Borrower and the Subsidiaries for such period (net of interest income of the Borrower and the Subsidiaries for such period),

(iii) depreciation and amortization expenses of the Borrower and the Subsidiaries for such period including, without limitation, the amortization of intangible assets, deferred financing fees and Capitalized Software Expenditures and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits,

(iv) any expenses or charges (other than depreciation or amortization expense as described in the preceding clause (iii)) related to any issuance of Equity Interests, Investment, acquisition, New Project, disposition, recapitalization or the incurrence, modification or repayment of Indebtedness permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful), including (w) such fees, expenses or charges related to this Agreement, (x) any amendment or other modification of the Obligations or other Indebtedness, (y) any “additional interest” with respect to any Indebtedness permitted hereunder and (z) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Financing,

(v) business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include, without limitation, the effect of inventory optimization programs, facility closure, facility consolidations, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges) and, in each case, expected to be achieved, completed or realized within 24 months, in the good faith determination of the Borrower,

(vi) any other non-cash charges; provided, that, for purposes of this subclause (vi) of this clause (a), any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made (but excluding, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period),

(vii) the amount of management, consulting, monitoring, transaction and advisory fees and related expenses paid in accordance with Section 6.07 (or any accruals related to such fees and related expenses) during such period,

(viii) the amount of loss on sale of receivables and related assets to a Special Purpose Receivables Subsidiary in connection with a Permitted Receivables Financing,

(ix) any costs or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of any Loan Party solely to the extent that such net cash proceeds are excluded from the calculation of the Cumulative Credit,

(x) any deductions (less any additions) attributable to minority interests except, in each case, to the extent of cash paid or received, and

(xi) Pre-Opening Expenses,

minus (b) the sum of (without duplication and to the extent the amounts described in this clause (b) increased such Consolidated Net Income for the respective period for which EBITDA is being determined) non-cash items increasing Consolidated Net Income of the Borrower and the Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period).

Notwithstanding anything to the contrary contained herein, EBITDA shall be deemed to be \$106.0 million for the fiscal quarter ended on September 30, 2016; \$100.0 million for the fiscal quarter ended on December 31, 2016; \$105.0 million for the fiscal quarter ended on March 31, 2017; and \$104.0 million for the fiscal quarter ended on June 30, 2017. For purposes of determining EBITDA for any Test Period that includes any period occurring prior to the Closing Date, EBITDA for each fiscal quarter ending after the Closing Date shall be calculated on a Pro Forma Basis giving effect to the Transactions, including giving effect to the Master Leases as if each Master Lease had been in effect during such period.

“EEA Financial Institution” shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Emergence Restructuring Transactions” shall mean (i) the transactions described on Schedule 1.01(E), (ii) the CEOC Merger and (iii) any transactions undertaken in good faith by the Borrower and the Subsidiaries in connection with the implementation of the foregoing.

“EMU Legislation” shall mean the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

“environment” shall mean ambient and indoor air, surface water and groundwater (including potable water, navigable water and wetlands), the land surface or subsurface strata, natural resources such as flora and fauna, the workplace or as otherwise defined in any Environmental Law.

“Environmental Laws” shall mean all applicable laws (including common law), rules, regulations, codes, ordinances, orders, decrees or judgments, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to human health and safety matters (to the extent relating to the environment or Hazardous Materials).

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time and any final regulations promulgated and the rulings issued thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) that, together with the Borrower or any Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” shall mean (a) any Reportable Event or the requirements of Section 4043(b) of ERISA apply with respect to a Plan; (b) with respect to any Plan, the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (d) the incurrence by the Borrower, any Subsidiary or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan; (e) the receipt by the Borrower, any Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under Section 4042 of ERISA; (f) the incurrence by the Borrower, any Subsidiary or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the receipt by the Borrower, any Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower, any Subsidiary or



any ERISA Affiliate of any notice, concerning the impending imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in “endangered” or “critical” status, within the meaning of Section 432 of the Code or Section 305 of ERISA; (h) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; (i) with respect to a Plan, the provision of security pursuant to Section 206(g) of ERISA; or (j) the withdrawal of the Borrower, any Subsidiary or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a “substantial employer” as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA.

“Escrowed Indebtedness” shall mean Indebtedness issued in escrow pursuant to customary escrow arrangements pending the release thereof.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“EURIBO Rate” shall mean, with respect to any Eurocurrency Borrowing denominated in Euro for any Interest Period, the rate per annum equal to the Banking Federation of the European Union EURIBO Rate (“BFEA EURIBOR”), as published by Reuters (or another commercially available source providing quotations of BFEA EURIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Target Days prior to the commencement of such Interest Period, for deposits in Euro (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; provided that if such rate is not available at such time for any reason, then the “EURIBO Rate” for such Interest Period shall be the Interpolated Rate.

“Euro” shall mean the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation.

“Eurocurrency Borrowing” shall mean a Borrowing comprised of Eurocurrency Loans.

“Eurocurrency Loan” shall mean any Eurocurrency Term Loan or Eurocurrency Revolving Loan.

“Eurocurrency Rate” means, for any Interest Period with respect to a Eurocurrency Loan, the rate per annum equal to the ICE Benchmark Administration LIBOR Rate (“ICE LIBOR”), as published by Reuters (or other commercially available source providing quotations of ICE LIBOR as designated by the Administrative Agent in accordance with market practice from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in the relevant currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the “Eurocurrency Rate” for such Interest Period shall be the Interpolated Rate.

“Eurocurrency Revolving Facility Borrowing” shall mean a Borrowing comprised of Eurocurrency Revolving Loans.

“Eurocurrency Revolving Loan” shall mean any Revolving Facility Loan bearing interest at a rate determined by reference to the Adjusted Eurocurrency Rate in accordance with the provisions of Article II.

“Eurocurrency Term Loan” shall mean any Term Loan bearing interest at a rate determined by reference to the Adjusted Eurocurrency Rate in accordance with the provisions of Article II.

“Event of Default” shall have the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis for any Applicable Period, EBITDA of the Borrower and the Subsidiaries on a consolidated basis for such Applicable Period, minus, without duplication, (A):

- (a) Debt Service for such Applicable Period,
- (b) the amount of any voluntary prepayment permitted hereunder of term Indebtedness during such Applicable Period (other than any voluntary prepayment of the Loans, which shall be the subject of Section 2.11(c)) and the amount of any voluntary prepayments of revolving Indebtedness (other than any voluntary prepayment of the Revolving Facility Loans, which shall be the subject of Section 2.11(c)) to the extent accompanied by permanent reductions of any revolving facility commitments during such Applicable Period, so long as the amount of such prepayment is not already reflected in Debt Service,
- (c) (i) Capital Expenditures and New Project expenditures by the Borrower and the Subsidiaries on a consolidated basis during such Applicable Period that are paid in cash and (ii) the aggregate consideration paid in cash during the Applicable Period in respect of Permitted Business Acquisitions and other Investments permitted hereunder less any amounts received in respect thereof in cash as a return of capital,
- (d) Capital Expenditures, Permitted Business Acquisitions, New Project expenditures or other permitted Investments that the Borrower or any Subsidiary shall, during such Applicable Period, become obligated to make or otherwise anticipated to make payments with respect thereto but that are not made during such Applicable Period; provided, that (i) the Borrower shall deliver a certificate to the Administrative Agent not later than 90 days after the end of such Applicable Period, signed by a Responsible Officer of the Borrower and certifying that payments in respect of such Capital Expenditures and the delivery of the related equipment or Permitted Business Acquisitions, New Project expenditures or other permitted Investments are expected to be made in the following Applicable Period, and (ii) any amount so deducted shall not be deducted again in a subsequent Applicable Period,
- (e) Taxes (and, without duplication, Tax Distributions) paid in cash by the Borrower and its Subsidiaries on a consolidated basis during such Applicable Period or that will be paid within six months after the close of such Applicable Period; provided, that with respect to any such amounts to be paid after the close of such Applicable Period, (i) any amount so deducted shall not be deducted again in a subsequent Applicable Period, and (ii) appropriate reserves shall have been established in accordance with GAAP,
- (f) an amount equal to any increase in Working Capital of the Borrower and the Subsidiaries for such Applicable Period,
- (g) cash expenditures made in respect of Swap Agreements during such Applicable Period, to the extent not reflected in the computation of EBITDA or Interest Expense,

(h) permitted Restricted Payments made in cash by the Borrower during such Applicable Period and permitted Restricted Payments made by any Subsidiary to any person other than the Borrower or any of the Subsidiaries during such Applicable Period, in each case in accordance with Section 6.06 (other than Section 6.06(e), except to the extent such Restricted Payments were financed with internally generated cash flow of the Borrower or any Subsidiary),

(i) amounts paid in cash during such Applicable Period on account of (A) items that were accounted for as non-cash reductions of Net Income in determining Consolidated Net Income or as non-cash reductions of Consolidated Net Income in determining EBITDA of the Borrower and the Subsidiaries in a prior Applicable Period and (B) reserves or accruals established in purchase accounting,

(j) to the extent not deducted in the computation of Net Proceeds in respect of any asset disposition or condemnation giving rise thereto, the amount of any mandatory prepayment of Indebtedness (other than Indebtedness created hereunder or under any other Loan Document), together with any interest, premium or penalties required to be paid (and actually paid) in connection therewith, and

(k) the amount related to items that were added to or not deducted from Net Income in calculating Consolidated Net Income or were added to or not deducted from Consolidated Net Income in calculating EBITDA to the extent such items represented a cash payment (which had not reduced Excess Cash Flow upon the accrual thereof in a prior Applicable Period), or an accrual for a cash payment, by the Borrower and the Subsidiaries or did not represent cash received by the Borrower and the Subsidiaries, in each case on a consolidated basis during such Applicable Period,

plus, without duplication, (B):

(l) an amount equal to any decrease in Working Capital for such Applicable Period,

(m) all amounts referred to in clauses (A)(b), (A)(c) and (A)(d) above to the extent funded with the proceeds of the issuance or the incurrence of Indebtedness (including Capital Lease Obligations and purchase money Indebtedness, but excluding proceeds of extensions of credit under any revolving credit facility), the sale or issuance of any Equity Interests (including any capital contributions) and any loss, damage, destruction or condemnation of, or any sale, transfer or other disposition (including any sale and leaseback of assets and any mortgage or lease of Real Property) to any person of any asset or assets, in each case to the extent there is a corresponding deduction from Excess Cash Flow above,

(n) to the extent any permitted Capital Expenditures referred to in clause (A)(d) above and the delivery of the related equipment do not occur in the following Applicable Period of the Borrower specified in the certificate of the Borrower provided pursuant to clause (A)(d) above, the amount of such Capital Expenditures that were not so made in such following Applicable Period,

(o) cash payments received in respect of Swap Agreements during such Applicable Period to the extent (i) not included in the computation of EBITDA or (ii) such payments do not reduce Cash Interest Expense,

(p) any extraordinary or nonrecurring gain realized in cash during such Applicable Period (except to the extent such gain consists of Net Proceeds subject to Section 2.11(b)),

(q) to the extent deducted in the computation of EBITDA, cash interest income, and

(r) the amount related to items that were deducted from or not added to Net Income in connection with calculating Consolidated Net Income or were deducted from or not added to Consolidated Net Income in calculating EBITDA to the extent either (i) such items represented cash received by the Borrower or any Subsidiary or (ii) such items do not represent cash paid by the Borrower or any Subsidiary, in each case on a consolidated basis during such Applicable Period.

“Excess Cash Flow Period” shall mean each fiscal year of the Borrower, commencing with the fiscal year of the Borrower ending on December 31, 2018.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Debt Contributions” shall mean the cash and the fair market value of assets other than cash (as determined by the Borrower in good faith) received by the Borrower after the Closing Date from: (a) contributions to its common Equity Interests, and (b) the sale or issuance (other than to a Subsidiary of the Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests in the Borrower, in each case designated as Excluded Debt Contributions pursuant to a certificate of a Responsible Officer of the Borrower on or promptly after the date such capital contributions are made or the date such Equity Interest is sold or issued, as the case may be.

“Excluded Indebtedness” shall mean all Indebtedness not incurred in violation of Section 6.01.

“Excluded Property” shall have the meaning assigned to such term in Section 5.10(g).

“Excluded RP Contributions” shall mean the cash and the fair market value of assets other than cash (as determined by the Borrower in good faith) received by the Borrower after the Closing Date from: (a) contributions to its common Equity Interests, and (b) the sale or issuance (other than to a Subsidiary of the Borrower or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests in the Borrower, in each case designated as Excluded RP Contributions pursuant to a certificate of a Responsible Officer of the Borrower on or promptly after the date such capital contributions are made or the date such Equity Interest is sold or issued, as the case may be.

“Excluded Securities” shall mean any of the following:

(a) any Equity Interests or Indebtedness with respect to which the Collateral Agent and the Borrower reasonably agree that the cost or other consequences of pledging such Equity Interests or Indebtedness in favor of the Secured Parties under the Security Documents are likely to be excessive in relation to the value to be afforded thereby;

(b) in the case of any pledge of voting Equity Interests in any Foreign Subsidiary or FSHCO (in each case, that is owned directly by a Loan Party) to secure the Obligations, any voting Equity Interest of such Foreign Subsidiary or FSHCO in excess of 65% of the outstanding Equity Interests of such class;

(c) any Equity Interests or Indebtedness to the extent and for so long as the pledge thereof would be prohibited by any Requirement of Law (including any Gaming Laws);

(d) any Equity Interests in any person that is not a Wholly-Owned Subsidiary to the extent (A) that a pledge thereof to secure the Obligations is prohibited by (i) any applicable organizational documents, joint venture agreement or shareholder agreement or (ii) any other contractual obligation with an unaffiliated third party not in violation of Section 6.09(c) (other than, in this subclause (A)(ii), non-assignment provisions which are ineffective under Article 9 of the Uniform Commercial Code or other applicable Requirements of Law), (B) any organizational documents, joint venture agreement or shareholder agreement (or other contractual obligation referred to in subclause (A)(ii) above) prohibits such a pledge without the consent of any other party; provided, that this clause (B) shall not apply if (1) such other party is a Loan Party or a Wholly-Owned Subsidiary or (2) consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary to obtain any such consent) and for so long as such organizational documents, joint venture agreement or shareholder agreement or replacement or renewal thereof is in effect, or (C) a pledge thereof to secure the Obligations would give any other party (other than a Loan Party or a Wholly-Owned Subsidiary) to any organizational documents, joint venture agreement or shareholder agreement governing such Equity Interests (or other contractual obligation referred to in subclause (A)(ii) above) the right to terminate its obligations thereunder (other than, in the case of other contractual obligations referred to in subclause (A)(ii), non-assignment provisions which are ineffective under Article 9 of the Uniform Commercial Code or other applicable Requirement of Law);

(e) any Equity Interests in any Immaterial Subsidiary, any Unrestricted Subsidiary, any Special Purpose Receivables Subsidiary and any Qualified Non-Recourse Subsidiary;

(f) any Equity Interests in any Subsidiary of, or other Equity Interests owned by, a Foreign Subsidiary;

(g) any Equity Interests in any Subsidiary to the extent that the pledge of such Equity Interests could reasonably be expected to result in material adverse tax consequences to the Borrower or any Subsidiary as reasonably determined in good faith by the Borrower; and

(h) any Margin Stock.

“Excluded Subsidiary” shall mean any of the following (except as otherwise provided in clause (b) of the definition of Subsidiary Loan Party):

(a) each Immaterial Subsidiary,

(b) each Domestic Subsidiary that is not a Wholly-Owned Subsidiary (for so long as such Subsidiary remains a non-Wholly-Owned Subsidiary),

(c) each Domestic Subsidiary that is prohibited from guaranteeing or granting Liens to secure the Obligations by any Requirement of Law (including Gaming Law) or that would require consent, approval, license or authorization of a Governmental Authority to guarantee or grant Liens to secure the Obligations (unless such consent, approval, license or authorization has been received and the Borrower shall be under no obligation to seek such consent (other than use of commercially reasonable efforts to obtain such consent in respect of Gaming Laws)),

(d) each Domestic Subsidiary that is prohibited by any applicable contractual requirement from guaranteeing or granting Liens to secure the Obligations on the Closing Date or at the time such Subsidiary becomes a Subsidiary not in violation of Section 6.09(c) (and for so long as such restriction or any replacement or renewal thereof is in effect),

(e) any Special Purpose Receivables Subsidiary, any Qualified Non-Recourse Subsidiary, and joint ventures, any captive insurance subsidiaries, or any other special purpose entities, in each case, designated by the Borrower,

(f) any Foreign Subsidiary,

(g) any Domestic Subsidiary (i) that is an FSHCO or (ii) that is a Subsidiary of a Foreign Subsidiary that is a CFC,

(h) any other Domestic Subsidiary with respect to which, (x) the Administrative Agent and the Borrower reasonably agree that the cost or other consequences of providing a Guarantee of or granting Liens to secure the Obligations are likely to be excessive in relation to the value to be afforded thereby or (y) providing such a Guarantee or granting such Liens could reasonably be expected to result in an adverse tax consequence to the Borrower or one of its Subsidiaries that is not de minimis as determined in good faith by the Borrower,

(i) each Unrestricted Subsidiary, and

(j) with respect to any Swap Obligation, any Subsidiary that is not an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder.

Notwithstanding the foregoing, in no event shall any Master Lease Tenant that is a Wholly-Owned Subsidiary be an Excluded Subsidiary.

“Excluded Swap Obligation” shall mean, with respect to any Subsidiary Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Subsidiary Loan Party of, or the grant by such Subsidiary Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Subsidiary Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation, unless otherwise agreed between the Administrative Agent and the Borrower. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” shall mean, with respect to the Administrative Agent, any Lender, any L/C Issuer or any other recipient of any payment to be made by or on account of any Loan Party under any Loan Document, (a) income or franchise Taxes imposed on (or measured by) such recipient’s net income by a jurisdiction as a result of such recipient being organized in, having its principal office in or, in the case of any Lender, having its applicable Lending Office in, such jurisdiction or as a result of any other present or former connection with such jurisdiction (other than any connection arising solely from such recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, and/or enforced, any Loan Documents) and, for the avoidance of doubt, including any backup withholding in respect of such a tax under Section 3466 of the Code (or any similar provision of state, local or foreign law), (b) any branch profits Tax under Section 884(a) of the Code, or any similar Tax,

that is imposed by any jurisdiction described in clause (a) above, (c) in the case of a Lender (other than an assignee selected by the Borrower pursuant to a request by the Borrower under Section 2.19(b)), any withholding tax imposed by the United States federal government that is imposed on amounts payable to such Lender pursuant to laws in effect at the time such Lender becomes a party to this Agreement (or designates a new Lending Office), except to the extent that such Lender (or its assignor, if any) was entitled, immediately prior to designation of a new Lending Office (or assignment), to receive additional amounts from a Loan Party with respect to such withholding tax pursuant to Section 2.17, (d) any withholding tax attributable to a Lender's failure to comply with Section 2.17(e), (f), (g), or (i) or the Administrative Agent's failure to comply with Section 2.17(l), and (e) any Taxes imposed pursuant to FATCA.

"Existing Class Loans" shall have the meaning assigned to such term in Section 9.08(f).

"Existing Letters of Credit" shall mean those letters of credit issued and outstanding as of the date hereof and set forth on Schedule 1.01(A).

"Expansion Capital Expenditures" shall mean any Capital Expenditure by the Borrower or any of its Subsidiaries in respect of the purchase, development, construction or other acquisition of any fixed or capital assets or the refurbishment of existing assets or properties that, in Borrower's reasonable determination, adds to or significantly improves (or is reasonably expected to add to or significantly improve) the property of Borrower and its Subsidiaries, excluding any such Capital Expenditures financed with Net Proceeds of an Asset Sale or casualty event and excluding Capital Expenditures made in the ordinary course made to maintain, repair, restore or refurbish the property of the Borrower and its Subsidiaries in its then existing state or to support the continuation of such person's day to day operations as then conducted.

"Extended Revolving Facility Commitment" shall have the meaning assigned to such term in Section 2.21(e).

"Extended Term Loan" shall have the meaning assigned to such term in Section 2.21(e).

"Extending Lender" shall have the meaning assigned to such term in Section 2.21(e).

"Extension" shall have the meaning assigned to such term in Section 2.21(e).

"Facility." shall mean the respective facility and commitments utilized in making Loans and credit extensions hereunder, it being understood that as of the Closing Date there are two Facilities, i.e., the Term B Facility and the Revolving Facility Commitments established on the Closing Date and the extensions of credit thereunder, and thereafter, the term "Facility" may include any Incremental Term Facility and any Revolving Facility consisting of Incremental Revolving Facility Commitments.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (and any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations promulgated thereunder, or other official governmental interpretations thereof, any agreements entered into or applicable pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) or any intergovernmental agreement (or related law or official administrative guidance) implementing the foregoing.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided, that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent; *provided*, that the Federal Funds Rate, if negative, shall be deemed to be 0.00%.

“Fee Letter” shall mean that certain Amended and Restated Fee Letter dated as of February 17, 2017, by and among Caesars Entertainment Operating Company, Inc., Credit Suisse Securities (USA) LLC, Credit Suisse AG, Cayman Islands Branch, Deutsche Bank Securities Inc., Deutsche Bank AG New York Branch, Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., UBS Securities LLC and UBS AG, Stamford Branch.

“Fees” shall mean the Commitment Fees, the L/C Participation Fees, the L/C Issuer Fees, the Administrative Agent Fees and the Term Closing Fee.

“Financial Officer” of any person shall mean the Chief Financial Officer, principal accounting officer, Treasurer, Assistant Treasurer, Chief Restructuring Officer or Controller of such person or any managing member or general partner of such person.

“Financial Performance Covenant” shall mean the covenant of the Borrower set forth in Section 6.11.

“FIRREA” shall mean the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended.

“First Lien Bond RSA” shall mean that certain Sixth Amended & Restated Restructuring Support and Forbearance Agreement, dated as of October 4, 2016, among Caesars Entertainment Operating Company, Inc., CEC, LeverageSource III (H Holdings), L.P., LeverageSource V, L.P. and the noteholders party thereto, as amended, modified, or supplemented from time to time.

“First Lien Intercreditor Agreement” shall mean a First Lien Intercreditor Agreement substantially in the form of Exhibit N hereto, or such other customary form reasonably acceptable to the Administrative Agent and the Borrower, in each case, as such document may be amended, restated, supplemented or otherwise modified from time to time.

“Fixed Charge Coverage Ratio” means, on any date, the ratio of (a) EBITDA for the Test Period most recently ended as of such date to (b) Cash Interest Expense (other than (A) Cash Interest Expense in respect of Qualified Non-Recourse Debt and (B) Cash Interest Expense in respect of Indebtedness which constitutes Development Expenses or the proceeds of which were applied to fund Development Expenses (but only for so long as such Indebtedness or such funded expenses, as the case may be, constitute Development Expenses)) for such Test Period, all determined on a consolidated basis in accordance with GAAP; provided, that the Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis; provided, further, however, that for purposes of calculating the Fixed Charge Coverage Ratio from and after any Covenant Resumption Date, (i) EBITDA for the fiscal quarter in which the relevant Qualifying Act of Terrorism shall have occurred, (ii) EBITDA for any fiscal quarter following such quarter referred to in clause (i) in which a Material Disruption existed and (iii) EBITDA for the next succeeding fiscal quarter after the latest quarter to occur of any quarter referred to in clause (i) or (ii) shall, in each case, be the greater of (1) Substituted EBITDA and (2) actual EBITDA for such quarter. For the purposes of the foregoing, “Substituted EBITDA” shall mean the EBITDA for



the fiscal quarter immediately preceding the fiscal quarter referred to in clause (i) of the previous sentence, in each case subject to customary seasonal adjustments (as determined in good faith by the Borrower and set forth in a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent).

“Foreign Lender” shall mean any Lender (a) that is not disregarded as separate from its owner for “U.S. federal income tax purposes and that is not a “United States Person” as defined by Section 7701(a)(30) of the Code or (b) that is disregarded as separate from its owner for U.S. federal income tax purposes and whose regarded owner is not a “United States Person” as defined in Section 7701(a)(30) of the Code.

“Foreign Subsidiary” shall mean any Subsidiary that is incorporated or organized under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia.

“Fronting Exposure” means, at any time there is a Defaulting Lender under any Revolving Facility, with respect to any L/C Issuer, such Defaulting Lender’s Revolving Facility Percentage of the outstanding L/C Obligations under such Revolving Facility with respect to Letters of Credit issued by such L/C Issuer other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

“FSHCO” shall mean any Subsidiary that owns no material assets other than (i) the Equity Interests (including for this purpose any debt or other instrument treated as equity for U.S. federal income tax purposes) in one or more Foreign Subsidiaries that are CFCs and/or of one or more FSHCOs and (ii) cash, cash equivalents and incidental assets related thereto held on a temporary basis.

“GAAP” shall mean generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, subject to the provisions of Section 1.02; provided that any reference to the application of GAAP in Sections 3.13(b), 3.20, 5.03, 5.07 and 6.02(e) to a Foreign Subsidiary (and not as a consolidated Subsidiary of the Borrower) shall mean generally accepted accounting principles in effect from time to time in the jurisdiction of organization of such Foreign Subsidiary.

“Gaming Authority” means, in any jurisdiction in which the Borrower or any of its subsidiaries manages or conducts any casino, racing, gambling, wagering or other gaming business or activities, the applicable board, commission, or other governmental regulatory body or agency which (a) has, or may at any time after the Closing Date have, jurisdiction over any casino, racing, gambling, wagering or other gaming business or activities at any casino, racetrack or other gambling, wagering or other gaming property of the Borrower or any of its subsidiaries or any successor to such authority or (b) is, or may at any time after the Closing Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

“Gaming Laws” means all applicable constitutions, treaties, laws, rates, regulations and orders and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over any casino, racing, gambling, wagering or other gaming business or activities and all rules, rulings, orders, ordinances, regulations of any Gaming Authority applicable to any casino, racing, gambling, wagering or other gaming business or activities of the Borrower or any of its subsidiaries in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the Gaming Authorities.

“Global Intercompany Note” means a promissory note substantially in the form of Exhibit J, evidencing Indebtedness owed among Loan Parties and their Subsidiaries.

“Governmental Authority” shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Guarantee” of or by any person (the “guarantor”) shall mean (a) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) entered into for the purpose of assuring in any other manner the holders of such Indebtedness or other obligation of the payment thereof or to protect such holders against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of the guarantor securing any Indebtedness (or any existing right, contingent or otherwise, of the holder of Indebtedness to be secured by such a Lien) of any other person, whether or not such Indebtedness or other obligation is assumed by the guarantor; provided, however, the term “Guarantee” shall not include endorsements for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted by this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith.

“guarantor” shall have the meaning assigned to such term in the definition of the term “Guarantee.”

“Hazardous Materials” shall mean all pollutants, contaminants, wastes, chemicals, materials, substances and constituents, including, without limitation, explosive or radioactive substances or petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls or radon gas, of any nature subject to regulation or which can give rise to liability under any Environmental Law.

“Hedge Bank” shall mean any person that is (or an Affiliate thereof is) an Agent, an Arranger or a Lender on the Closing Date (or any person that becomes an Agent, Arranger or Lender or Affiliate thereof after the Closing Date) and that enters into a Swap Agreement, in each case, in its capacity as a party to such Swap Agreement.

“Honor Date” shall have the meaning assigned to such term in Section 2.05(c)(i).

“Immaterial Subsidiary” shall mean any Subsidiary that (a) did not, as of the last day of the fiscal quarter of the Borrower most recently ended for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b), have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date and (b) taken together with all Immaterial Subsidiaries as of the last day of the fiscal quarter of the Borrower most recently ended, did not have assets with a value in excess of 5.0% of Consolidated Total Assets or revenues representing in

excess of 5.0% of total revenues of the Borrower and the Subsidiaries on a consolidated basis as of such date; provided, that the Borrower may elect in its sole discretion to exclude as an Immaterial Subsidiary any Subsidiary that would otherwise meet the definition thereof.

“Increased Amount” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness or in the form of common stock of the Borrower, the accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies.

“Increased Amount Date” shall have the meaning assigned to such term in Section 2.21(a).

“Incremental Amount” shall mean, at any time, the sum of

(1) the excess, if any, of (a) the greater of \$350.0 million and 0.85 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period over (b) the sum of (x) the aggregate principal amount of all outstanding Incremental Term Loans and Incremental Revolving Facility Commitments established after the Closing Date pursuant to Section 2.21 utilizing this clause (1) (other than Incremental Term Loans and Incremental Revolving Facility Commitments in respect of Refinancing Term Loans, Extended Term Loans, Extended Revolving Facility Commitments or Replacement Revolving Facility Commitments, respectively) plus (y) the aggregate principal amount of Indebtedness outstanding pursuant to Section 6.01(ee) at such time established after the Closing Date utilizing this clause (1); plus

(2) any amounts so long as immediately after giving effect to the establishment of the Commitments in respect thereof utilizing this clause (2) (and assuming any Incremental Revolving Facility Commitments to be established at such time utilizing this clause (2) are fully drawn unless such Commitments have been drawn or have otherwise been terminated) (or, if an LCT Election is made, on the applicable LCT Test Date) and the use of proceeds of the loans thereunder, (a) in the case of Incremental Revolving Facility Commitments, Incremental Term Loan Commitments or Indebtedness incurred pursuant to Section 6.01(ee), in each case, that is secured by Liens on the Collateral that rank pari passu with the Liens on the Collateral securing the Term B Loans or the Initial Revolving Loans, the Senior Secured Leverage Ratio on a Pro Forma Basis is not greater than 2.50 to 1.00, (b) in the case of Incremental Revolving Facility Commitments, Incremental Term Loan Commitments or Indebtedness incurred pursuant to Section 6.01(ee), in each case, that is secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Term B Loans and the Initial Revolving Loans, the Total Secured Leverage Ratio on a Pro Forma Basis is not greater than 2.75 to 1.00 and (c) in the case of Incremental Revolving Facility Commitments, Incremental Term Loan Commitments or Indebtedness incurred pursuant to Section 6.01(ee), in each case, that is unsecured, the Fixed Charge Coverage Ratio on a Pro Forma Basis is at least 2.00 to 1.00; provided, that, for purposes of this clause (2), the Net Proceeds of Incremental Revolving Facility Commitments, Incremental Term Loan Commitments or Indebtedness incurred pursuant to Section 6.01(ee) at such time shall not be netted for purposes of such calculation of the Senior Secured Leverage Ratio and the Total Secured Leverage Ratio, as applicable; plus

(3) the aggregate of (a) the principal amount of any voluntary prepayments of, and debt buybacks (limited to the amount of cash paid) with respect to, the Term B Loans, any Incremental Term Loans that are secured by Liens on Collateral that rank pari passu with the

Liens securing the Obligations, and Indebtedness incurred pursuant to Section 6.01(h), Section 6.01(r) and Section 6.01(ee), in each case that is secured by Liens on Collateral that rank pari passu with the Liens securing the Obligations and (b) the principal amount of any permanent reduction in the Revolving Facility Commitments pursuant to Section 2.08(b) or in any Incremental Revolving Facility that is secured by Liens on Collateral that rank pari passu with the Liens securing the Obligations, in each case under this clause (3) except to the extent funded with proceeds of long-term Indebtedness or incurred in reliance on clause (2) above.

provided, that, for the avoidance of doubt, (A) amounts may be established or incurred utilizing clause (2) above prior to utilizing clause (1) or (3) above and (B) any calculation of the Senior Secured Leverage Ratio, the Total Secured Leverage Ratio or the Fixed Charge Coverage Ratio on a Pro Forma Basis pursuant to clause (2) above may be determined, at the option of the Borrower, without giving effect to any simultaneous establishment or incurrence of any amounts utilizing clause (1) or (3) above (it being understood that any portion of any Incremental Term Facility or any Incremental Revolving Facility Commitments incurred in reliance on clause (1) or (3) may be reclassified, as the Borrower may elect from time to time, as incurred under clause (2) if the Borrower meets the applicable leverage ratio under clause (2) at such time on a Pro Forma Basis).

“Incremental Assumption Agreement” shall mean an Incremental Assumption Agreement among the Borrower, the Administrative Agent and one or more Incremental Term Lenders and/or Incremental Revolving Facility Lenders entered into pursuant to Section 2.21.

“Incremental Revolving Facility Commitment” shall mean any increased or incremental Revolving Facility Commitment provided pursuant to Section 2.21.

“Incremental Revolving Facility Lender” shall mean a Lender with a Revolving Facility Commitment or an outstanding Revolving Facility Loan as a result of an Incremental Revolving Facility Commitment.

“Incremental Term Borrowing” shall mean a Borrowing comprised of Incremental Term Loans.

“Incremental Term Facility” shall mean any Class of Incremental Term Loan Commitments and the Incremental Term Loans made hereunder.

“Incremental Term Lender” shall mean a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Commitment” shall mean the commitment of any Lender, established pursuant to Section 2.21, to make Incremental Term Loans to the Borrower.

“Incremental Term Loan Installment Date” shall have, with respect to any Class of Incremental Term Loans established pursuant to an Incremental Assumption Agreement, the meaning assigned to such term in Section 2.10(a)(ii).

“Incremental Term Loans” shall mean Term Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(c). Incremental Term Loans may be made in the form of additional Term B Loans or, to the extent permitted by Section 2.21 and provided for in the relevant Incremental Assumption Agreement, Other Term Loans (including in the form of Extended Term Loans or Refinancing Term Loans, as applicable).

“Indebtedness” of any person shall mean, if and to the extent (other than with respect to clause (h) below) the same would constitute indebtedness or a liability in accordance with GAAP, without duplication, (a) all obligations of such person for borrowed money, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person issued or assumed as the deferred purchase price of property or services (other than such obligations accrued in the ordinary course), to the extent the same would be required to be shown as a long-term liability on a balance sheet prepared in accordance with GAAP, (d) all Capital Lease Obligations of such person, (e) all net payments that such person would have to make in the event of an early termination, on the date Indebtedness of such person is being determined, in respect of outstanding Swap Agreements, (f) the principal component of all obligations, contingent or otherwise, of such person as an account party in respect of letters of credit, (g) the principal component of all obligations of such person in respect of bankers’ acceptances, (h) all Guarantees by such person of Indebtedness described in clauses (a) to (g) above and (i) the amount of all obligations of such person with respect to the redemption, repayment or other repurchase of any Disqualified Stock (excluding accrued dividends that have not increased the liquidation preference of such Disqualified Stock); provided, that Indebtedness shall not include (A) trade and other ordinary course payables, accrued expenses and intercompany liabilities arising in the ordinary course of business, (B) prepaid or deferred revenue arising in the ordinary course of business, (C) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset, (D) earn-out obligations until such obligations become a liability on the balance sheet of such person in accordance with GAAP or (E) obligations under or in respect of the Master Leases or the Additional Leases. The Indebtedness of any person shall include the Indebtedness of any partnership in which such person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such person in respect thereof. To the extent not otherwise included, Indebtedness shall include the amount of any Receivables Net Investment.

“Indemnified Taxes” shall mean all Taxes imposed on or with respect to or measured by any payment by or on account of any obligation of any Loan Party hereunder or under any other Loan Document other than Excluded Taxes and Other Taxes.

“Indemnitee” shall have the meaning assigned to such term in Section 9.05(b).

“Ineligible Institution” shall mean (i) (a) the persons identified as “Disqualified Lenders” in writing to the Arrangers by the Borrower on or prior to the Closing Date and (b) any Affiliates of the Persons referred to in clause (i)(a) that are identified in writing by the Borrower to the Administrative Agent on and after the Closing Date or that are identifiable solely on the basis of their name and (ii) (a) the persons identified as bona fide business competitors of the Borrower and its Subsidiaries in writing to the Arrangers by the Borrower on or prior to the Closing Date; provided that the Borrower may supplement in writing to the Administrative Agent from time to time the list of persons that are bona fide business competitors of the Borrower and its Subsidiaries under this clause (ii)(a) and (b) any Affiliates (other than Bona Fide Debt Funds) of the Persons referred to in clause (ii)(a) that are identified in writing by the Borrower to the Administrative Agent on and after the Closing Date or that are identifiable solely on the basis of their name; provided, that no updates shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Ineligible Institutions.

“Information” shall have the meaning assigned to such term in Section 3.14(a).

“Information Memorandum” shall mean the Confidential Information Memorandum dated March 21, 2017, as modified or supplemented prior to the Closing Date.

“Initial Revolving Loan” shall mean a Revolving Facility Loan made (i) pursuant to the Revolving Facility Commitments in effect on the Closing Date (as the same may be amended from time to time in accordance with this Agreement) or (ii) pursuant to any Incremental Revolving Facility Commitment on the same terms as the Revolving Facility Loans referred to in clause (i) of this definition.

“Intellectual Property Right” shall have the meaning assigned to such term in Section 3.22.

“Intercreditor Agreement” shall mean any Permitted Pari Passu Intercreditor Agreement and any Permitted Junior Intercreditor Agreement.

“Interest Election Request” shall mean a request by the Borrower to convert or continue a Term Borrowing or Revolving Facility Borrowing in accordance with Section 2.07.

“Interest Expense” shall mean, with respect to any person for any period, the sum of (a) gross interest expense of such person for such period on a consolidated basis, including (i) the amortization of debt discounts, (ii) the amortization of all fees (including fees with respect to Swap Agreements) payable in connection with the incurrence of Indebtedness to the extent included in interest expense and (iii) the portion of any payments or accruals with respect to Capital Lease Obligations allocable to interest expense, (b) capitalized interest of such person, and (c) commissions, discounts, yield and other fees and charges incurred in connection with any Permitted Receivables Financing which are payable to any person other than a Loan Party. For purposes of the foregoing, gross interest expense shall be determined after giving effect to any net payments made or received and costs incurred by the Borrower and the Subsidiaries with respect to Swap Agreements, and interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Borrower to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP.

“Interest Payment Date” means, (a) as to any Loan other than an ABR Loan, the last day of each Interest Period applicable to such Loan and the scheduled maturity date of such Loan; provided, however, that if any Interest Period for a Eurocurrency Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any ABR Loan, the last Business Day of each March, June, September and December and the scheduled maturity date of such Loan.

“Interest Period” means, as to each Eurocurrency Loan, the period commencing on the date such Eurocurrency Loan is disbursed or converted to or continued as a Eurocurrency Loan and ending on the date one, two, three or six months (or twelve months if agreed to by each applicable Lender or such period of shorter than one month as may be consented to by the Administrative Agent) thereafter, as selected by the Borrower; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period for any Loan shall extend beyond the maturity date of such Facility.

Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

“Interpolated Rate” shall mean, in relation to the Eurocurrency Rate or the EURIBO Rate for any Borrowing, the rate which results from interpolating on a linear basis between: (a) (x) in the case of the Eurocurrency Rate for the applicable currency, the rate appearing on the Reuters screen (or another commercially available source as designated by the Administrative Agent in accordance with market practice from time to time) for the Eurocurrency Rate, (y) in the case of the EURIBO Rate, the rate appearing on the Reuters screen (or another commercially available source as designated by the Administrative Agent in accordance with market practice from time to time) for the EURIBO Rate, in each case, for the longest period (for which that rate is available) which is less than the Interest Period for such Borrowing and (b) the rate appearing on such screen or other source, as the case may be, for the shortest period (for which that rate is available) which exceeds the Interest Period for such Borrowing, (x) in the case of the Eurocurrency Rate, as of approximately 11:00 a.m., London time, two Business Days prior to and (y) in the case of the EURIBO Rate, as of approximately 11:00 a.m., London time, two Target Days prior to, the commencement of such Interest Period.

“Investment” shall have the meaning assigned to such term in Section 6.04.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Borrower (or any subsidiary or other Person designated by the Borrower) or in favor of the L/C Issuer and relating to such Letter of Credit.

“Joint Bookrunners” shall mean, collectively, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc. and UBS Securities LLC as joint bookrunners for this Agreement.

“Joint Lead Arrangers” shall mean, collectively, Credit Suisse Securities (USA) LLC and Deutsche Bank Securities Inc. in their capacities as joint lead arrangers for this Agreement.

“Junior Financing” shall have the meaning assigned to such term in Section 6.09(b).

“LCT Election” shall have the meaning assigned to such term in Section 1.07.

“LCT Test Date” shall have the meaning assigned to such term in Section 1.07.

“L/C Advance” means, with respect to each Lender, such Lender’s funding of its participation in any L/C Borrowing in accordance with its Revolving Facility Percentage under the applicable Revolving Facility. All L/C Advances shall be denominated in Dollars.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as an ABR Revolving Loan. All L/C Borrowings shall be denominated in Dollars.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” shall mean each of Credit Suisse, Deutsche Bank AG New York Branch, Barclays Bank PLC, Citibank, N.A., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., UBS AG, Stamford Branch and each other L/C Issuer designated pursuant to Section 2.05(k), in each case in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Sections 2.05(l) or 8.09; provided that, in the case of any Existing Letter of Credit, the L/C Issuer with respect thereto shall be as is indicated on Schedule 1.01(A). An L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such L/C Issuer, in which case the term “L/C Issuer” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. In the event that there is more than one L/C Issuer at any time, references herein and in the other Loan Documents to the L/C Issuer shall be deemed to refer to the L/C Issuer in respect of the applicable Letter of Credit or to all L/C Issuers, as the context requires.

“L/C Issuer Fees” shall have the meaning assigned to such term in Section 2.12(b).

“L/C Obligations” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings (each of the foregoing, calculated, in the case of Alternate Currency Letters of Credit, based on the Dollar Equivalent thereof). For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“L/C Participation Fee” shall have the meaning assigned such term in Section 2.12(b).

“Lender” shall mean each financial institution listed on Schedule 2.01 (other than any such person that has ceased to be a party hereto pursuant to an Assignment and Acceptance in accordance with Section 9.04), as well as any person that becomes a “Lender” hereunder pursuant to Section 9.04 or Section 2.21.

“Lender Participation Notice” shall have the meaning assigned to such term in Section 2.11(g)(iii).

“Lending Office” shall mean, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Loans.

“Letter of Credit” shall mean any letter of credit issued hereunder and shall include the Existing Letters of Credit and any Alternate Currency Letters of Credit. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

“Letter of Credit Application” shall mean an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Commitment” shall mean, with respect to each L/C Issuer, (i) the commitment of such L/C Issuer to issue Letters of Credit pursuant to Section 2.05 as set forth opposite such L/C Issuer’s name on Schedule 2.01 under the heading “Letter of Credit Commitment” or (ii) if such L/C Issuer has entered into an Assignment and Acceptance that has been consented to by the Borrower and the Administrative Agent, or is a successor L/C Issuer consented to by the Borrower in accordance with Section 2.05(l), the amount set forth for such L/C Issuer as its Letter of Credit Commitment in the Register. The aggregate amount of the Letter of Credit Commitment of all L/C Issuers as of the Closing Date is \$100.0 million. Letters of Credit issued under any L/C Issuer’s Letter of Credit Commitment may be issued under any Revolving Facility.



“Letter of Credit Expiration Date” shall mean, with respect to any Revolving Facility, the day that is five Business Days prior to the Revolving Facility Maturity Date for such Revolving Facility then in effect.

“Letter of Credit Sublimit” shall mean the aggregate Letter of Credit Commitments of the L/C Issuers, in an amount not to exceed \$100.0 million (calculated, in the case of Alternate Currency Letters of Credit, based on the Dollar Equivalent thereof) or such larger amount not to exceed the Revolving Facility Commitment as the Administrative Agent and the applicable L/C Issuer may agree. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Facility Commitments.

“License Revocation” means the revocation, failure to renew or suspension of, or the appointment of a receiver, supervisor, conservator or similar official with respect to, any casino, gambling or gaming license issued by any Gaming Authority covering any casino or gaming facility of the Borrower or any of its Subsidiaries.

“Lien” shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease, a Master Lease, an Additional Lease or an agreement to sell be deemed to constitute a Lien.

“Limited Condition Transaction” shall have the meaning assigned to such term in Section 1.07.

“Liquor Authorities” means, in any jurisdiction in which the Borrower or any of its Subsidiaries sells and distributes liquor, the applicable alcoholic beverage commission or other Governmental Authority responsible for interpreting, administering and enforcing the Liquor Laws.

“Liquor Laws” means the laws, rules, regulations and orders applicable to or involving the sale and distribution of liquor by the Borrower or any of its Subsidiaries in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the applicable Liquor Authorities.

“Loan Documents” shall mean (i) this Agreement, (ii) the Subsidiary Guarantee Agreement, (iii) the Security Documents, (iv) each Incremental Assumption Agreement, (v) any Intercreditor Agreement and (vi) any Note issued under Section 2.09(e).

“Loan Obligations” shall mean (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower under this Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations

to provide Cash Collateral and (iii) all other monetary obligations of the Borrower owed under or pursuant to this Agreement and each other Loan Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual payment of all obligations of each other Loan Party under or pursuant to each of the Loan Documents.

“Loan Parties” shall mean the Borrower and the Subsidiary Loan Parties.

“Loans” shall mean the Term Loans and the Revolving Facility Loans.

“Local Time” shall mean Las Vegas, Nevada local time (daylight or standard, as applicable).

“Majority Lenders” of any Facility shall mean, at any time, Lenders under such Facility having Loans and unused Commitments representing more than 50% of the sum of all Loans outstanding under such Facility and unused Commitments under such Facility at such time. The Loans and Commitments of any Defaulting Lender shall be disregarded in determining Majority Lenders at any time.

“Management Group” shall mean the group consisting of the directors, executive officers and other management personnel of CEC, the Borrower and the Subsidiaries, as the case may be, on the Closing Date together with (x) any new directors whose election by such boards of directors or whose nomination for election by the shareholders of the Borrower, was approved by a vote of a majority of the directors of the Borrower, then still in office who were either directors on the Closing Date or whose election or nomination was previously so approved and (y) executive officers and other management personnel of CEC, the Borrower and the Subsidiaries, as the case may be, hired at a time when the directors on the Closing Date together with the directors so approved constituted a majority of the directors of the Borrower.

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Master Lease” shall mean each of (i) the Lease (CPLV), dated as of the Closing Date (the “CPLV Master Lease”), by and among the Borrower, each Subsidiary of the Borrower party thereto and CPLV Property Owner LLC, a Delaware limited liability company (“CPLV Landlord”) in the form of Exhibit Q hereto, (ii) the Lease (Non-CPLV), dated as of the Closing Date (the “Non-CPLV Master Lease”), by and among the Borrower, each Subsidiary of the Borrower party thereto and the entities listed on Schedule A thereof (collectively, the “Non-CPLV Landlord”) in the form of Exhibit R hereto and (iii) one or more additional master leases in a form not materially adverse to the Lenders from those referred to in clauses (i) or (ii) above, each dated as of the Closing Date, by and among the Borrower, each Subsidiary of the Borrower party thereto and the landlord party thereto, in each case, as amended, restated, supplemented or otherwise modified from time to time.

“Master Lease Intercreditor Agreement” shall mean each of (i) the Intercreditor Agreement (CPLV), dated as of the Closing Date, by and among the Borrower, each Subsidiary of the Borrower party thereto, the Collateral Agent, CPLV Landlord, the lenders to the CPLV Landlord and each other party thereto from time to time, in the form of Exhibit U hereto, (ii) the Intercreditor Agreement (Non-CPLV), dated as of the Closing Date, by and among the Borrower, each Subsidiary of the Borrower party thereto, the Collateral Agent, Non-CPLV Landlord, the lenders to the Non-CPLV Landlord and each other party thereto from time to time, in the form of Exhibit V hereto and (iii) one or

more additional master lease intercreditor agreements in a form not materially adverse to the Lenders from those referred to in clauses (i) or (ii) above, by and among the Borrower, each Subsidiary of the Borrower party thereto, the landlord party thereto and the lenders to the landlord party thereto, in each case, as amended, restated, supplemented or otherwise modified from time to time.

“Master Lease Collateral” shall mean, with respect to any Master Lease or Additional Master Lease, all “Tenant’s Pledged Property” (as defined in such Master Lease or Additional Master Lease).

“Master Lease Landlords” shall mean collectively CPLV Landlord and Non-CPLV Landlord and each landlord under each Additional Master Lease.

“Master Lease Tenants” shall mean each “Tenant” under each Master Lease.

“Material Adverse Effect” shall mean a material adverse effect on (a) the business, assets, operations or financial condition of the Borrower and its Subsidiaries, taken as a whole (excluding any matters disclosed to the Arrangers prior to February 17, 2017, or disclosed in the most recent annual report on Form 10-K or any quarterly or periodic report of Caesars Entertainment Operating Company, Inc. or CEC filed prior to February 17, 2017) or (b) the material rights or remedies (taken as a whole) of the Administrative Agent and the Lenders under the Loan Documents.

“Material Disruption” shall have the meaning assigned to such term in the definition of “Qualifying Act of Terrorism.”

“Material Indebtedness” shall mean Indebtedness (other than Loans and Letters of Credit) of any one or more of the Borrower or any Subsidiary in an aggregate principal amount exceeding \$50.0 million.

“Material Leased Real Property(ies)” shall mean (a) each parcel of Real Property that is located in the United States and is leased by any Loan Party that constitutes “Leased Property” under a Master Lease and (b) each parcel of Real Property that is located in the United States and is leased by any Loan Party that has an individual fair market value (on a per property basis and as determined by the Borrower in good faith) of at least \$25.0 million (x) as of the Closing Date, for Real Property now leased or (y) the date of acquisition, for Real Property acquired after the Closing Date; provided, that notwithstanding the foregoing or anything to the contrary in this Agreement, except for any leased Real Property that constitutes “Leased Property” under a Master Lease, the Loan Parties shall not be required to grant a Mortgage on (i) any leasehold interest in any Real Property entered into after the date hereof that has a fair market value (including the reasonably anticipated fair market value of the gaming facility or other improvements to be developed thereon) of less than \$250.0 million or a remaining term (including options to extend) of less than 10 years or (ii) any leasehold interest in any leased real property acquired as part of a Permitted Business Acquisition or other Investment permitted hereunder, in either case, if after the exercise of commercially reasonable efforts by the Loan Parties (which shall not include the payment of consideration other than reasonable attorneys’ fees and other expenses incidental thereto), the landlord under such lease has not consented to the granting of a Mortgage.

“Material Subsidiary” shall mean any Subsidiary other than Immaterial Subsidiaries.

“Maximum Rate” shall have the meaning assigned to such term in Section 9.09.

“MLSA” shall mean each of (i) the Management and Lease Support Agreement (CPLV), by and among the Borrower, Desert Palace LLC, a Nevada limited liability company, CPLV Manager, LLC, a Delaware limited liability company (“CPLV Manager”), as manager, CEC, as guarantor, CES, Caesars License Company, LLC, a Nevada limited liability company, and CPLV Landlord in the form of Exhibit S hereto, (ii) the Management and Lease Support Agreement (Non-CPLV), by and among the Borrower, the Subsidiaries of the Borrower party thereto, Non-CPLV Manager, LLC, a Delaware limited liability company (“Non-CPLV Manager”), as manager, CEC, as guarantor, CES, Caesars License Company, LLC, a Nevada limited liability company, and Non-CPLV Landlord in the form of Exhibit T hereto, and (iii) one or more additional management and lease support agreements in a form not materially adverse to the Lenders from those referred to in clauses (i) or (ii) above, by and among the Borrower, the manager party thereto, CEC, as guarantor, and the landlord party thereto, and in each case, any and all modifications thereto, substitutions therefor and replacements thereof so long as such modifications, substitutions and replacements are entered into not in violation of this Agreement.

“Moody’s” shall mean Moody’s Investors Service, Inc.

“Mortgaged Properties” shall mean the Owned Real Properties and Material Leased Real Properties that are set forth on Schedule 3.07(a) and each additional Owned Real Property and Material Leased Real Property encumbered by a Mortgage or Additional Mortgage pursuant to Section 5.10(c), 5.10(d), 5.10(h) or 5.11.

“Mortgages” shall mean, collectively, the mortgages, trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered with respect to Mortgaged Properties, substantially, in the case of mortgages and deeds of trust, in the form of Exhibit D-1, Exhibit D-2, Exhibit D-3 or Exhibit D-4, as applicable (in each case with such changes as are reasonably acceptable to the Collateral Agent), as amended, restated, supplemented or otherwise modified from time to time. For the avoidance of doubt, the term “Mortgages” shall include, without limitation, the Additional Mortgages.

“Multiemployer Plan” shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Code Section 414) is making or accruing an obligation to make contributions, or has within any of the preceding six plan years made or accrued an obligation to make contributions.

“Net Income” shall mean, with respect to any person, the net income (loss) of such person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

“Net Proceeds” shall mean:

(a) 100% of the cash proceeds actually received by the Borrower or any Subsidiary (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise and including casualty insurance settlements and condemnation awards, but only as and when received and excluding, for the avoidance of doubt, any proceeds of insurance that in the good faith determination of the Borrower are allocable to business interruption) from any Asset Sale that is conducted or classified under Section 6.05(g) or any Sale and Leaseback Transaction that is conducted or classified under Section 6.03(b)(ii), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, required debt payments and required payments of other obligations relating to the applicable asset to the extent such debt or obligations are secured by a Lien permitted hereunder (other than pursuant to the Loan

Documents) on such asset, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith, (ii) Taxes paid or payable (in the good faith determination of the Borrower) as a result thereof, and (iii) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any Taxes deducted pursuant to clause (i) or (ii) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be cash proceeds of such Asset Sale occurring on the date of such reduction); provided, that, if the Borrower shall deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent promptly following receipt of any such proceeds setting forth the Borrower's intention to use any portion of such proceeds, to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower and the Subsidiaries or to make Permitted Business Acquisitions and other Investments permitted hereunder (except for Permitted Investments or intercompany Investments in Subsidiaries) (it being understood that in the case of a casualty event or condemnation of property under a Master Lease or Additional Lease, such property so repaired, replaced, restored or otherwise acquired may be owned by the landlord under such Master Lease or Additional Lease and leased to Borrower or a Subsidiary of Borrower under a Master Lease or Additional Lease, as applicable), in each case within 12 months of such receipt, such portion of such proceeds shall not constitute Net Proceeds except to the extent not, within 12 months of such receipt, so used or contractually committed to be so used (it being understood that if any portion of such proceeds are not so used within such 12-month period but within such 12-month period are contractually committed to be used, then within 6 months following the end of such 12-month period, such remaining portion if not so used by such time shall constitute Net Proceeds as of such date); provided, further, that (x) no net cash proceeds calculated in accordance with the foregoing realized in any fiscal year shall constitute Net Proceeds in such fiscal year until the aggregate amount of all such net cash proceeds in such fiscal year shall exceed \$40.0 million (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds), (y) in any event, no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Proceeds unless such net cash proceeds shall exceed \$15.0 million (and thereafter only net cash proceeds in excess of such amount shall constitute Net Proceeds) and (z) if at the time of receipt of such net cash proceeds or at any time during the 12 month (or 18 month, as applicable) reinvestment period contemplated by the immediately preceding proviso, if the Borrower shall deliver a certificate of a Responsible Officer of the Borrower to the Administrative Agent certifying that on a Pro Forma Basis immediately after giving effect to the Asset Sale or other disposition and the application of the proceeds thereof or at the relevant time during such 12 month (or 18 month, as applicable) period, (I) the Senior Secured Leverage Ratio is less than or equal to 1.75 to 1.00, 50% of such net cash proceeds that would otherwise constitute Net Proceeds under this proviso shall not constitute Net Proceeds or (II) the Senior Secured Leverage Ratio is less than or equal to 1.00 to 1.00, none of such net cash proceeds shall constitute Net Proceeds provided, further, that, in the case of a casualty event or condemnation with respect to property that is subject to a Master Lease or any Additional Lease entered into for the purpose of, or with respect to, operating or managing gaming facilities and related assets, such cash proceeds shall not constitute Net Proceeds to the extent, and for so long as, such cash proceeds are required, by the terms of such lease, (x) to be paid to the holder of any mortgage, deed of trust or other security agreement securing indebtedness of the lessor, (y) to be paid to, or for the account of, the lessor or deposited in an escrow account to fund rent and other amounts due with respect to such property and costs to preserve, stabilize, repair, replace or restore such property (in accordance with the provisions of the applicable lease) or (z) to be applied to rent and other amounts due under such lease or to fund costs and expenses of repair, replacement or restoration of such property, or the preservation or stabilization of such property (in accordance with the provisions of the applicable lease); and

(b) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary Loan Party of any Indebtedness (other than Excluded Indebtedness), net of all taxes and fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such incurrence, issuance or sale.

“New Class Loans” shall have the meaning assigned to such term in Section 9.08(f).

“New Project” shall mean each capital project which is either a new project or a new feature at an existing project owned by the Borrower or its Subsidiaries (including, without limitation, each Development Project and each Expansion Capital Expenditure) which receives a certificate of completion or occupancy and all relevant licenses, and in fact commences operations.

“New York Courts” shall have the meaning assigned to such term in Section 9.15.

“Non-Consenting Lender” shall have the meaning assigned to such term in Section 2.19(c).

“Non-Defaulting Lender” shall mean, at any time, each Lender that is not a Defaulting Lender at such time.

“Non-Extension Notice Date” shall have the meaning assigned to such term in Section 2.05(b).

“Non-Reinstatement Deadline” shall have the meaning assigned to such term in Section 2.05(b).

“Note” shall have the meaning assigned to such term in Section 2.09(e).

“Obligations” shall mean, collectively, (a) the Loan Obligations, (b) obligations in respect of any Secured Cash Management Agreement and (c) obligations in respect of any Secured Swap Agreement.

“Offered Loans” shall have the meaning assigned to such term in Section 2.11(g)(iii).

“Operations Management Agreement” shall mean the CES Agreements and any shared services agreement, operations management agreement, management agreement, lease support or guaranty agreement and similar agreement entered into by the Borrower or any of its Subsidiaries with CEC or with any other direct or indirect subsidiary of CEC and any and all modifications thereto, substitutions therefor and replacements thereof so long as such modifications, substitutions and replacements are entered into not in violation of this Agreement.

“Other Revolving Facility Commitments” shall mean Incremental Revolving Facility Commitments to make Other Revolving Loans.

“Other Revolving Loans” shall have the meaning assigned to such term in Section 2.21(a).

“Other Taxes” shall mean all present or future stamp or documentary Taxes or any other excise, transfer, sales, property, intangible, mortgage recording, or similar Taxes, charges or levies arising from any payment made under any Loan Document or from the execution, registration, delivery or enforcement of, or otherwise with respect to, the Loan Documents, and, for the avoidance of doubt, excluding any Excluded Taxes.

“Other Term Loans” shall have the meaning assigned to such term in Section 2.21(a).

“Outstanding Amount” means (i) with respect to any Loans on any date, the Dollar Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Loans occurring on such date; and (ii) with respect to any L/C Obligations on any date, the Dollar Equivalent amount of the aggregate outstanding amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Overdraft Line” shall have the meaning assigned to such term in Section 6.01(w).

“Overnight Rate” means, for any day, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent or the L/C Issuer, as the case may be, in accordance with banking industry rules on interbank compensation.

“Owned Real Property” means each parcel of Real Property that is located in the United States and is owned in fee by any Loan Party that has an individual fair market value (on a per property basis and as determined by the Borrower in good faith) of at least \$25.0 million (x) as of the Closing Date, for Real Property now owned or (y) the date of acquisition, for Real Property acquired after the Closing Date (provided that such \$25.0 million threshold shall not be applicable in the case of Real Property that is integrally related to the ownership or operation of a Mortgaged Property or otherwise necessary for such Mortgaged Property to be in compliance with all requirements of law applicable to such Mortgaged Property); provided that, with respect to any Real Property that is partially owned in fee and partially leased by any Loan Party, Owned Real Property will include both that portion of such material real property that is owned in fee and that portion that is so leased to the extent that (i) such leased portion is integrally related to the ownership or operation of the balance of such material real property or is otherwise necessary for such real property to be in compliance with all requirements of law applicable to such material real property in fee and only if (ii) such portion that is owned in fee has an individual fair market value (as determined by the Borrower in good faith) of at least \$25.0 million (x) as of the Closing Date, for Real Property now so partially owned and partially leased or (y) the date of acquisition, for Real Property acquired after the Closing Date so partially owned and partially leased (provided that such \$25.0 million threshold shall not be applicable in the case of Real Property that is integrally related to the ownership or operation of a Mortgaged Property or otherwise necessary for such Mortgaged Property to be in compliance with all requirements of law applicable to such Mortgaged Property) and (iii) a mortgage in favor of the Collateral Agent (for the benefit of the Secured Parties) is permitted on such Real Property by applicable law and by the terms of any lease, or other applicable document governing any leased portion of such Real Property, or with the consent of the applicable lessor or grantor (to the extent obtained after the applicable Loan Party has utilized commercially reasonable efforts to obtain same).

“Parent Entity” means any direct or indirect parent of the Borrower.

“Participant” shall have the meaning assigned to such term in Section 9.04(c)(i).

“Participant Register” shall have the meaning assigned to such term in Section 9.04(c)(ii).

“Participating Member State” shall mean each state so described in any EMU Legislation.

“PBGC” shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

“Perfection Certificate” shall mean the Perfection Certificate with respect to the Borrower and the other Loan Parties in a form reasonably satisfactory to the Administrative Agent, as the same may be supplemented from time to time to the extent required by Section 5.04(f).

“Permitted Business Acquisition” shall mean any acquisition of all or substantially all the assets of, or all or substantially all the Equity Interests (other than directors’ qualifying shares) in, or merger, consolidation or amalgamation with, a person or division or line of business of a person (or any subsequent investment made in a person, division or line of business previously acquired in a Permitted Business Acquisition), if immediately after giving effect thereto (or in the case of clauses (i), (iii), (vi) and (vii), if an LCT Election is made, as of the applicable LCT Test Date): (i) no Event of Default shall have occurred and be continuing or would result therefrom; (ii) all transactions related thereto shall be consummated in accordance with applicable laws; (iii) with respect to any such acquisition or investment with a fair market value (as determined in good faith by the Borrower) in excess of \$20.0 million, after giving effect to such acquisition or investment and any related transactions, the Borrower shall be in Pro Forma Compliance; (iv) any acquired or newly formed Subsidiary shall not be liable for any Indebtedness except for Indebtedness permitted by Section 6.01; (v) to the extent required by Section 5.10, any person acquired in such acquisition, if acquired by a Loan Party, shall be merged into a Loan Party or become, following the consummation of such acquisition in accordance with Section 5.10, a Loan Party; (vi) the aggregate amount of such acquisitions and investments in assets that are not owned by the Loan Parties or in Equity Interests in persons that are not Loan Parties or do not become Loan Parties following the consummation of such acquisition shall not in the aggregate exceed the greater of (x) \$100.0 million and (y) 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period; and (vii) if the date of the consummation of such acquisition shall occur during a Covenant Suspension Period, the sum of (1) the aggregate Available Unused Commitments under the Revolving Facilities plus (2) all Unrestricted Cash and Permitted Investments of the Borrower and the Subsidiaries on such date shall not be less than \$250.0 million; provided that this clause (vii) shall not apply to any acquisition consummated pursuant to binding commitments in existence at or prior to the date on which the relevant Covenant Suspension Period began.

“Permitted Cure Securities” shall mean any equity securities of the Borrower or a Parent Entity issued pursuant to the Cure Right other than Disqualified Stock.

“Permitted Holder” shall mean each of (i) the Sponsors, (ii) the Management Group, (iii) CEC, (iv) any Person that has no material assets other than the capital stock of the Borrower or other Permitted Holders and that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the voting Equity Interests in the Borrower, and of which no other Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), other than any of the other Permitted Holders specified in clauses (i), (ii), (iii) and (iv), beneficially owns more than 50% (or, following a Qualified IPO, the greater of 35% and the percentage beneficially owned by the Permitted Holders specified in clauses (i), (ii), (iii) and (iv)) on a fully diluted basis of the voting Equity Interests thereof, and (v) any “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date) the members of which include any of the other Permitted Holders specified in clauses (i), (ii), (iii) and (iv) above and that, directly or indirectly, hold or acquire



beneficial ownership of the voting Equity Interests in the Borrower (a “Permitted Holder Group”), so long as (1) each member of the Permitted Holder Group has voting rights proportional to the percentage of ownership interests held or acquired by such member and (2) no Person or other “group” (other than the other Permitted Holders specified in clauses (i), (ii), (iii) and (iv) above) beneficially owns more than 50% (or, following a Qualified IPO, the greater of 35% and the percentage beneficially owned by the Permitted Holders specified in clauses (i), (ii), (iii) and (iv)) on a fully diluted basis of the voting Equity Interests held by the Permitted Holder Group.

“Permitted Investments” shall mean:

(a) direct obligations of the United States of America or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America or any member of the European Union or any agency thereof, in each case with maturities not exceeding two years;

(b) time deposit accounts, certificates of deposit and money market deposits maturing within 180 days of the date of acquisition thereof issued by a bank or trust company that is organized under the laws of the United States of America, any state thereof or any foreign country recognized by the United States of America having capital, surplus and undivided profits in excess of \$250 million and whose long-term debt, or whose parent holding company’s long-term debt, is rated A (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(c) repurchase obligations with a term of not more than 180 days for underlying securities of the types described in clause (a) above entered into with a bank meeting the qualifications described in clause (b) above;

(d) commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Borrower) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of P-1 (or higher) according to Moody’s, or A-1 (or higher) according to S&P (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(e) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any State, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least A by S&P or A by Moody’s (or such similar equivalent rating or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act));

(f) shares of mutual funds whose investment guidelines restrict 95% of such funds’ investments to those satisfying the provisions of clauses (a) through (e) above;

(g) money market funds that (i) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least \$5,000.0 million;

(h) time deposit accounts, certificates of deposit and money market deposits in an aggregate face amount not in excess of 0.5% of the total assets of the Borrower and the Subsidiaries, on a consolidated basis, as of the end of the Borrower’s most recently completed fiscal year; and

(i) instruments equivalent to those referred to in clauses (a) through (h) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

“Permitted Junior Intercreditor Agreement” shall mean, with respect to any Liens on Collateral that are intended to be junior to any Liens securing the Term B Loans (including, for the avoidance of doubt, junior Liens pursuant to Section 2.21(b)(ii)), either (as the Borrower shall elect), (x) any Second Lien Intercreditor Agreement if such Liens secure “Second Priority Claims” (as defined therein), (y) an intercreditor agreement not materially less favorable to the Lenders vis-à-vis such junior Liens than such Second Lien Intercreditor Agreement (as determined by the Borrower in good faith) or (z) another intercreditor agreement the terms of which are consistent with market terms governing security arrangements for the sharing of liens on a junior basis at the time such intercreditor agreement is proposed to be established, as determined by the Borrower and the Administrative Agent in the exercise of reasonable judgment.

“Permitted Liens” shall have the meaning assigned to such term in Section 6.02.

“Permitted Loan Purchase Assignment and Acceptance” shall mean an assignment and acceptance entered into by a Lender as an Assignor and the Borrower as an Assignee, and accepted by the Administrative Agent, in the form of Exhibit E or such other form as shall be approved by the Administrative Agent and the Borrower (such approval not to be unreasonably withheld or delayed).

“Permitted Loan Purchases” shall have the meaning assigned to such term in Section 9.04(i).

“Permitted Pari Passu Intercreditor Agreement” shall mean, with respect to any Liens on Collateral that are intended to be secured on a pari passu basis with the Liens securing the Term B Loans, either (as the Borrower shall elect) (x) the First Lien Intercreditor Agreement, (y) another intercreditor agreement not materially less favorable to the Lenders vis-à-vis such pari passu Liens than the First Lien Intercreditor Agreement (as determined by the Borrower in good faith) or (z) another intercreditor agreement the terms of which are consistent with market terms governing security arrangements for the sharing of liens on a pari passu basis at the time such intercreditor agreement is proposed to be established, as determined by the Borrower and the Administrative Agent in the exercise of reasonable judgment.

“Permitted Receivables Documents” shall mean all documents and agreements evidencing, relating to or otherwise governing a Permitted Receivables Financing.

“Permitted Receivables Financing” shall mean one or more transactions pursuant to which (i) Receivables Assets or interests therein are sold or transferred to or financed by one or more Special Purpose Receivables Subsidiaries, and (ii) such Special Purpose Receivables Subsidiaries finance (or refinance) their acquisition of such Receivables Assets or interests therein, or the financing thereof, by selling or borrowing against Receivables Assets (including conduit and warehouse financings) and any Swap Agreements entered into in connection with such Receivables Assets; provided, that recourse to any Borrower or any Subsidiary (other than the Special Purpose Receivables Subsidiaries) in connection with such transactions shall be limited to the extent customary (as determined by the Borrower in good faith)

for similar transactions in the applicable jurisdictions (including, to the extent applicable, in a manner consistent with the delivery of a “true sale”/“absolute transfer” opinion with respect to any transfer by any Borrower or any Subsidiary (other than a Special Purpose Receivables Subsidiary)).

“Permitted Refinancing Indebtedness” shall mean any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, to “Refinance”), the Indebtedness being Refinanced (or previous refinancings thereof constituting Permitted Refinancing Indebtedness) (and, in the case of revolving Indebtedness being Refinanced, to effect a corresponding reduction in the commitments with respect to such revolving Indebtedness being Refinanced); provided, that with respect to any Indebtedness being Refinanced, (a) except to the extent otherwise permitted by this Agreement (including utilization of any other available baskets and incurrence-based amounts), the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so Refinanced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions, expenses, plus an amount equal to any existing commitment unutilized thereunder and letters of credit undrawn thereunder), (b) except with respect to Section 6.01(i), 6.01(j) and 6.01(z), the Weighted Average Life to Maturity of such Permitted Refinancing Indebtedness is greater than or equal to the shorter of (i) the Weighted Average Life to Maturity of the Indebtedness being Refinanced (without giving effect to any amortization or prepayments on the Refinanced Indebtedness) and (ii) the Weighted Average Life to Maturity that would result if all payments of principal on the Indebtedness being Refinanced that were due on or after the date that is one year following the latest Term B Facility Maturity Date in effect on the date of incurrence were instead due on the date that is one year following such Term B Facility Maturity Date, (c) if the Indebtedness being Refinanced is subordinated in right of payment to the Loan Obligations under this Agreement, such Permitted Refinancing Indebtedness shall be subordinated in right of payment to such Loan Obligations on terms in the aggregate not materially less favorable to the Lenders as those contained in the documentation governing the Indebtedness being Refinanced and (d) no Permitted Refinancing Indebtedness shall have greater guarantees or security than the Indebtedness being Refinanced (except that a Loan Party may be added as an additional obligor) unless such security is otherwise permitted by Section 6.02 at such time of incurrence; provided, further, that with respect to a Refinancing of Indebtedness permitted hereunder that is subordinated, such Permitted Refinancing Indebtedness shall (i) be subordinated to the guarantee by Subsidiary Loan Parties of the Loan Obligations, and (ii) be otherwise on terms (excluding interest rate and redemption premiums), taken as a whole, not materially less favorable to the Lenders than those contained in the documentation governing the Indebtedness being Refinanced.

“Person” or “person” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

“Plan” shall mean any employee pension benefit plan (other than a Multiemployer Plan) that is, (i) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and (ii) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by the Borrower or any ERISA Affiliate, and (iii) in respect of which the Borrower, any Subsidiary or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Plan of Reorganization” shall have the meaning assigned to such term in the recitals to this Agreement.

“Platform” shall have the meaning assigned to such term in Section 9.17(a).

“Pledged Collateral” shall have the meaning assigned to such term in the Collateral Agreement.

“Pre-Opening Expenses” means, with respect to any fiscal period, the amount of expenses (other than interest expense) incurred with respect to capital projects which are classified as “pre-opening expenses” or “project opening costs” (or any similar or equivalent caption) on the applicable financial statements of the Borrower and the Subsidiaries for such period, prepared in accordance with GAAP.

“Pricing Grid” shall mean, with respect to the Loans, the table set forth below:

Pricing Grid for Revolving Facility Loans and Revolving Facility Commitments			
Senior Secured Leverage Ratio	Applicable Margin for ABR Loans	Applicable Margin for Eurocurrency Loans	Applicable Commitment Fee
Greater than 1.75 to 1.00	1.00%	2.00%	0.50%
Less than or equal to 1.75 to 1.00 but greater than 1.00 to 1.00	0.875%	1.875%	0.375%
Less than or equal to 1.00 to 1.00	0.75%	1.75%	0.25%

For the purposes of the Pricing Grid, changes in the Applicable Margin and Applicable Commitment Fee resulting from changes in the Senior Secured Leverage Ratio shall become effective on the date (the “Adjustment Date”) of delivery of the relevant financial statements pursuant to Section 5.04 for each fiscal quarter beginning with the first full fiscal quarter of the Borrower after the Closing Date, and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 5.04, then, at the option of the Administrative Agent or the Required Lenders, until the date that is three Business Days after the date on which such financial statements are delivered, the pricing level that is one pricing level higher than the pricing level theretofore in effect shall apply as of the first Business Day after the date on which such financial statements were to have been delivered but were not delivered. Each determination of the Senior Secured Leverage Ratio pursuant to the Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 6.11.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the Senior Secured Leverage Ratio set forth in any compliance certificate delivered to the Administrative Agent pursuant to Section 5.04(c) is inaccurate as a result of any fraud, intentional misrepresentation or willful misconduct of the Borrower or any officer thereof and the result is that the Lenders received interest or fees for any period based on an Applicable Margin and the Applicable Commitment Fee that is less than that which would have been applicable had the Senior Secured Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the “Applicable Margin” and the “Applicable Commitment Fee” for any day occurring within the period covered by such compliance certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Senior Secured Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrower for the relevant period pursuant to this Agreement as a result of the miscalculation of the Senior Secured Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of this Agreement, as applicable, at the time the interest or fees for such period were required to be paid pursuant to said Section (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.13, in accordance with the terms of this Agreement).

“primary obligor” shall have the meaning given such term in the definition of the term “Guarantee.”

“Prime Rate” shall mean the rate of interest per annum as determined from time to time by Credit Suisse as its prime rate in effect at its principal office in New York City and notified to the Borrower in writing.

“Pro Forma Basis” shall mean, as to any person, for any events as described below that occur subsequent to the commencement of a period for which the financial effect of such events is being calculated, and giving effect to the events for which such calculation is being made, such calculation will give pro forma effect to such events as if such events occurred on the first day of the four consecutive fiscal quarter period ended on or before the occurrence of such event (the “Reference Period”): (i) in making any determination on a Pro Forma Basis, pro forma effect shall be given to any Asset Sale, any acquisition, Investment, execution of an Additional Lease, amendment, modification, termination or waiver to any provision of a Master Lease or Additional Lease, capital expenditure, construction, repair, replacement, improvement, development, disposition, merger, amalgamation, consolidation (including the Transactions and the Emergence Restructuring Transactions) (or any similar transaction or transactions not otherwise permitted under Section 6.04 or 6.05 that require a waiver or consent of the Required Lenders and such waiver or consent has been obtained), any dividend, distribution or other similar payment, any designation of any Subsidiary as an Unrestricted Subsidiary and any Subsidiary Redesignation, New Project, and any restructurings of the business of the Borrower or any of its Subsidiaries that the Borrower or any of its Subsidiaries has determined to make and/or made and in the good faith determination of a Responsible Officer of the Borrower are expected to have a continuing impact and are factually supportable, which would include cost savings resulting from head count reduction, closure of facilities and similar operational and other cost savings, which adjustments the Borrower determines are reasonable as set forth in a certificate of a Financial Officer of the Borrower (the foregoing, together with any transactions related thereto or in connection therewith, the “relevant transactions”), in each case that occurred during the Reference Period (or, other than in the case of Section 6.11, occurring during the Reference Period or thereafter and through and including the date upon which the respective Permitted Business Acquisition or relevant transaction is consummated), (ii) in making any determination on a Pro Forma Basis, (x) all Indebtedness (including Indebtedness issued, incurred or assumed as a result of, or to finance, any relevant transactions and for which the financial effect is being calculated, whether incurred under this Agreement or otherwise, but excluding normal fluctuations in revolving Indebtedness incurred for working capital purposes and amounts outstanding under any Permitted Receivables Financing, in each case not to finance any acquisition) issued, incurred, assumed or permanently repaid during the Reference Period (or, other than in the case of Section 6.11, occurring during the Reference Period or thereafter and through and including the date upon which the respective Permitted Business Acquisition or relevant transaction is consummated) shall be deemed to have been issued, incurred, assumed or permanently repaid at the beginning of such period, (y) Interest Expense of such person attributable to interest on any Indebtedness, for which pro forma effect is being given as provided in preceding clause (x), bearing floating interest rates shall be computed on a pro forma basis as if the rates that would have been in effect during the period for which pro forma effect is being given had been actually in effect during such periods, and (z) with respect to each New Project which commences operations and records not less than one full fiscal quarter’s operations during the Reference Period, the operating results of such New Project shall be annualized on a straight line basis during such period and (iii) (A) any Subsidiary Redesignation then being designated, effect shall be given to such Subsidiary Redesignation and all other Subsidiary Redesignations after the first day of the relevant Reference Period and on or prior to the date of the respective Subsidiary Redesignation then being designated, collectively, and (B) any designation of a Subsidiary as an Unrestricted Subsidiary, effect shall be given to such designation and all other designations of Subsidiaries as Unrestricted Subsidiaries after the first day of the relevant Reference Period and on or prior to the date of the then applicable designation of a Subsidiary as an Unrestricted Subsidiary, collectively.

Pro forma calculations made pursuant to the definition of the term “Pro Forma Basis” shall be determined in good faith by a Responsible Officer of the Borrower and may include, (i) adjustments to reflect operating expense reductions and other operating improvements, synergies or cost savings reasonably expected to result from such relevant pro forma event (including, to the extent applicable, the Transactions and the Emergence Restructuring Transactions) and (ii) all adjustments of the type used in connection with the calculation of “Adj. Finance EBITDAR” (other than the addback of pro forma rent expense) in the Information Memorandum.

For purposes of this definition, any amount in a currency other than Dollars will be converted to Dollars based on the average exchange rate for such currency for the most recent twelve month period immediately prior to the date of determination in a manner consistent with that used in calculating EBITDA for the applicable period.

“Pro Forma Compliance” shall mean, at any date of determination, that the Borrower and the Subsidiaries shall be in compliance, on a Pro Forma Basis after giving effect on a Pro Forma Basis to the relevant transactions (including the assumption, the issuance, incurrence and permanent repayment of Indebtedness), with the Financial Performance Covenant recomputed as at the last day of the most recently ended fiscal quarter of the Borrower and the Subsidiaries for which the financial statements and certificates required pursuant to Section 5.04 have been or were required to have been delivered (provided, that at all times during a Covenant Suspension Period, such covenant shall be deemed to have applied to the Borrower’s most recently completed fiscal quarter).

“Project” shall mean (i) any and all buildings, structures, fixtures, construction, development and other improvements of any nature to be constructed, added to, or made on, under or about any Real Property (exclusive of any personal property) with respect to which the cost of such construction, additions or development is at least equal to \$25.0 million and (ii) any planning processes or preparatory steps undertaken to implement or further any such construction, additions or developments contemplated by the foregoing clause (i) of this definition (including, without limitation, (a) the combination of two or more individual land parcels into one parcel, (b) the separation or division of one or more individual land parcels into two or more parcels, (c) the re-zoning of parcels, and (d) demolition work on parcels).

“Project Financing” shall mean (1) any Capital Lease Obligation, mortgage financing, purchase money Indebtedness or other similar Indebtedness incurred to finance the acquisition, lease, construction, repair, replacement, or improvement of any Undeveloped Land or any refinancing of any such Indebtedness and (2) any Sale and Lease-Back Transaction of any Undeveloped Land.

“Project Notice” shall mean a notice delivered by a Responsible Officer of the Borrower pursuant to Section 5.11(a) identifying the applicable Mortgaged Property constituting Undeveloped Land, providing a reasonable description of the applicable Project that the Borrower anticipates in good faith will be undertaken with respect to such Undeveloped Land and identifying the Project Financing to be entered into in connection with the financing of such Project.

“Projections” shall mean the projections of the Borrower and the Subsidiaries included in the Information Memorandum and any other projections and any forward-looking statements (including statements with respect to booked business) of such entities furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower or any of the Subsidiaries prior to the Closing Date.

“Proposed Discounted Prepayment Amount” shall have the meaning assigned to such term in Section 2.11(g)(ii).

“Pro Rata Extension Offers” shall have the meaning assigned to such term in Section 2.21(e).

“Pro Rata Share” shall have the meaning assigned to such term in Section 9.08(f).

“Public Lender” shall have the meaning assigned to such term in Section 9.17.

“Qualified Equity Interests” shall mean any Equity Interests in the Borrower or any Parent Entity other than Disqualified Stock.

“Qualified IPO” shall mean an underwritten public offering of the Equity Interests in the Borrower or any Parent Entity which generates cash proceeds of at least \$350.0 million.

“Qualified Non-Recourse Debt” shall mean Indebtedness that (i) is (x) incurred by a Qualified Non-Recourse Subsidiary to finance (whether prior to or within 270 days after) the acquisition, lease, construction, repair, replacement or improvement of any new property (real or personal, whether through the direct purchase of property or the Equity Interests in any person owning such property and whether in a single acquisition or a series of related acquisitions) or any Undeveloped Land or, to the extent owned by the Borrower or a Subsidiary on the Closing Date, any Real Property located outside the United States or (y) assumed by a Qualified Non-Recourse Subsidiary, (ii) is non-recourse to the Borrower and any Subsidiary (other than a Qualified Non-Recourse Subsidiary or its Subsidiaries) and (iii) is non-recourse to any Subsidiary that is not a Qualified Non-Recourse Subsidiary.

“Qualified Non-Recourse Subsidiary” shall mean (i) a Subsidiary that is not a Subsidiary Loan Party and that is formed or created after the Closing Date in order to finance the acquisition, lease, construction, repair, replacement or improvement of any new property or any Undeveloped Land or, to the extent owned by the Borrower or a Subsidiary on the Closing Date, any Real Property located outside the United States (directly or through one of its Subsidiaries) that secures Qualified Non-Recourse Debt incurred in respect of such property and (ii) any Subsidiary of a Qualified Non-Recourse Subsidiary.

“Qualifying Act of Terrorism” shall mean (a) any Act of Terrorism which occurs on any property of the Borrower or its subsidiaries or in which the Borrower or any of its subsidiaries, or any property of any of them, is the target, or (b) any Act of Terrorism the result of which is that passenger deplanements into the McCarran Airport in Las Vegas, Nevada as reported by Clark County Department of Aviation (“Deplanements”) in a given fiscal quarter fall, or if the data is not yet available would reasonably be expected to fall, by 5% or more compared with Deplanements in the corresponding quarter during the prior year (a “Material Disruption”) or, as the case may be, the most recent corresponding quarter in which no Material Disruption occurred or existed.

“Qualifying Lenders” shall have the meaning assigned to such term in Section 2.11(g)(iv).

“Qualifying Loans” shall have the meaning assigned to such term in Section 2.11(g)(iv).

“Real Property” means, collectively, all right, title and interest (including, without limitation, any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Loan Party, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements situated, placed or constructed upon, or fixed to or incorporated into, or which becomes a component part of such real property, and appurtenant fixtures incidental to the ownership or lease thereof.

“Receivables Assets” shall mean any of the following assets (or interests therein) from time to time originated, acquired or otherwise owned by the Borrower or any Subsidiary or in which the Borrower or any Subsidiary has any rights or interests, in each case, without regard to where such assets or interests are located: (a) accounts receivable (including any bills of exchange) and related assets and property, (b) franchise fees, royalties and other similar payments made related to the use of trade names and other Intellectual Property Rights, business support, training and other services, (c) revenues related to distribution and merchandising of the products of the Borrower and its Subsidiaries, (d) rents, real estate taxes and other non-royalty amounts due from franchisees, (e) Intellectual Property Rights relating to the generation of any of the types of assets listed in this definition, (f) parcels of or interests in real property, together with all easements, hereditaments and appurtenances thereto, all improvements and appurtenant fixtures and equipment, incidental to the ownership, lease or operation thereof, (g) any Equity Interests in any Special Purpose Receivables Subsidiary or any Subsidiary of a Special Purpose Receivables Subsidiary and any rights under any limited liability company agreement, trust agreement, shareholders agreement, organization or formation documents or other agreement entered into in furtherance of the organization of such entity, (h) any equipment, contractual rights with unaffiliated third parties, website domains and associated property and rights necessary for a Special Purpose Receivables Subsidiary to operate in accordance with its stated purposes; (i) any rights and obligations associated with gift card or similar programs, and (j) other assets and property (or proceeds of such assets or property) to the extent customarily included in securitization transactions of the relevant type in the applicable jurisdictions (as determined by the Borrower in good faith).

“Receivables Net Investment” shall mean the aggregate cash amount paid by the lenders or purchasers under any Permitted Receivables Financing in connection with their purchase of, or the making of loans secured by, Receivables Assets or interests therein, as the same may be reduced from time to time by collections with respect to such Receivables Assets or otherwise in accordance with the terms of the Permitted Receivables Documents (but excluding any such collections used to make payments of items included in clause (c) of the definition of Interest Expense); provided, however, that if all or any part of such Receivables Net Investment shall have been reduced by application of any distribution and thereafter such distribution is rescinded or must otherwise be returned for any reason, such Receivables Net Investment shall be increased by the amount of such distribution, all as though such distribution had not been made.

“Reference Period” shall have the meaning assigned to such term in the definition of the term “Pro Forma Basis.”

“Refinance” shall have the meaning assigned to such term in the definition of the term “Permitted Refinancing Indebtedness,” “Refinancing” and “Refinanced” shall have a meaning correlative thereto.

“Refinancing Notes” shall mean any secured or unsecured notes or loans issued by any Loan Party (whether under an indenture, a credit agreement or otherwise) and the Indebtedness represented thereby; provided, that (a) 100% of the Net Proceeds of such Refinancing Notes are used to permanently reduce Loans and/or replace Commitments substantially simultaneously with the issuance thereof (including the payment of accrued interest and premium (including tender premium) and underwriting discounts, defeasance costs, fees, commissions and expenses); (b) except to the extent otherwise permitted by this Agreement (including utilization of any other available baskets and incurrence-based amounts), the principal amount (or accreted value, if applicable) of such Refinancing Notes does not exceed the principal amount (or accreted value, if applicable) of the aggregate portion of



the Loans so reduced and/or Commitments so replaced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses); (c) the final maturity date of such Refinancing Notes is on or after the Term Facility Maturity Date or the Revolving Facility Maturity Date, as applicable, of the Term Loans so reduced or the Revolving Facility Commitments so replaced; (d) the Weighted Average Life to Maturity of such Refinancing Notes is greater than or equal to the Weighted Average Life to Maturity of the Term Loans so reduced (without giving effect to any amortization or prepayments on the refinanced Term Loans) or the Revolving Facility Commitments so replaced, as applicable; (e) in the case of Refinancing Notes in the form of notes issued under an indenture, the terms thereof do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations prior to the Term Facility Maturity Date of the Term Loans so reduced or the Revolving Facility Maturity Date of the Revolving Facility Commitments so replaced, as applicable (other than customary offers to repurchase or mandatory prepayment provisions upon a change of control, asset sale (and similar events) or event of loss and customary acceleration rights after an event of default); (f) the other terms of such Refinancing Notes (other than interest rates, fees, floors, funding discounts and redemption or prepayment premiums and other pricing terms), taken as a whole, are substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than the terms, taken as a whole, applicable to the Term B Loans (except for (x) covenants or other provisions applicable only to periods after the Term B Facility Maturity Date in effect at the time such Refinancing Notes are issued, as determined by the Borrower in good faith (or, if more restrictive, the Loan Documents are amended to contain such more restrictive terms to the extent required to satisfy the foregoing standard), or (y) those that are otherwise reasonably acceptable to the Administrative Agent); (g) there shall be no obligor in respect of such Refinancing Notes that is not a Loan Party; and (h) Refinancing Notes that are secured by Collateral shall be subject to the provisions of a Permitted Pari Passu Intercreditor Agreement or a Permitted Junior Intercreditor Agreement, as applicable.

“Refinancing Term Loans” shall have the meaning assigned to such term in Section 2.21(j).

“Register” shall have the meaning assigned to such term in Section 9.04(b)(iv).

“Regulation T” shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” shall mean Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Fund” shall mean, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

“Related Parties” shall mean, with respect to any specified person, such person’s Affiliates and the respective directors, trustees, officers, employees, agents, members and advisors of such person and such person’s Affiliates.

“Release” shall mean any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the environment.

“Replacement L/C Issuer” means, with respect to any Replacement Revolving Facility, any Replacement Revolving Lender thereunder from time to time designated by the Borrower as the Replacement L/C Issuer under such Replacement Revolving Facility with the consent of such Replacement Revolving Lender and the Administrative Agent.

“Replacement L/C Obligations” means, as at any date of determination with respect to any Replacement Revolving Facility, the aggregate amount available to be drawn under all outstanding Replacement Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings, under such Replacement Revolving Facility. For all purposes of this Agreement, if on any date of determination a Replacement Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Replacement Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“Replacement Letter of Credit” means any letter of credit issued pursuant to a Replacement Revolving Facility.

“Replacement Revolving Credit Percentage” means, as to any Replacement Revolving Lender at any time under any Replacement Revolving Facility, the percentage which such Lender’s Replacement Revolving Facility Commitment under such Replacement Revolving Facility then constitutes of the aggregate Replacement Revolving Facility Commitments under such Replacement Revolving Facility (or, at any time after such Replacement Revolving Facility Commitments shall have expired or terminated, the percentage which the aggregate amount of such Lender’s Replacement Revolving Facility Credit Exposure then outstanding pursuant to such Replacement Revolving Facility constitutes of the amount of the aggregate Replacement Revolving Facility Credit Exposure then outstanding pursuant to such Replacement Revolving Facility).

“Replacement Revolving Facility” shall mean each Class of Replacement Revolving Facility Commitments and the extensions of credit made hereunder by the Replacement Revolving Lenders.

“Replacement Revolving Facility Commitments” shall have the meaning assigned to such term in Section 2.21(l).

“Replacement Revolving Facility Credit Exposure” shall mean, at any time, the sum of (a) the aggregate Outstanding Amount of the Replacement Revolving Loans at such time and (b) the Outstanding Amount of the Replacement L/C Obligations at such time. The Replacement Revolving Facility Credit Exposure of any Replacement Revolving Lender at any time shall be the product of (x) such Replacement Revolving Lender’s Replacement Revolving Credit Percentage of the applicable Class and (y) the aggregate Replacement Revolving Facility Credit Exposure of such Class of all Replacement Revolving Lenders, collectively, at such time.

“Replacement Revolving Facility Effective Date” shall have the meaning assigned to such term in Section 2.21(l).

“Replacement Revolving Lender” shall have the meaning assigned to such term in Section 2.21(m).

“Replacement Revolving Loans” shall have the meaning assigned to such term in Section 2.21(l).

“Reportable Event” shall mean any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the 30-day notice period referred to in Section 4043(c) of ERISA has been waived, with respect to a Plan (other than a Plan maintained by an ERISA Affiliate that is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

“Required Lenders” shall mean, at any time, Lenders having Term Loans and Commitments (and, if the Revolving Facility Commitments under any Revolving Facility have been terminated, Revolving Facility Credit Exposures under such Revolving Facility) that, taken together, represent more than 50% of the sum of all Term Loans and Commitments (and, if the Revolving Facility Commitments have been terminated, Revolving Facility Credit Exposures) at such time. The Loans, Commitments and Revolving Facility Credit Exposures of any Defaulting Lender shall be disregarded in determining Required Lenders at any time. The portion of Term Loans held by Debt Fund Affiliate Lenders in the aggregate in excess of 49.9% of the Required Amount of Loans shall be disregarded in determining Required Lenders at any time. For purposes of the foregoing, “Required Amount of Loans” shall mean, at any time, the amount of Loans required to be held by any particular group of Lenders in order for such group of Lenders to constitute “Required Lenders” without giving effect to the immediately preceding sentence.

“Required Percentage” shall mean, with respect to an Applicable Period, 50%; provided, that (a) if the Senior Secured Leverage Ratio at the end of the Applicable Period is less than or equal to 1.75 to 1.00, such percentage shall be 25%, and (b) if the Senior Secured Leverage Ratio at the end of the Applicable Period is less than or equal to 1.00 to 1.00, such percentage shall be 0%, in each case of clauses (a) and (b), calculated without excluding Development Expenses.

“Required Prepayment Date” shall have the meaning assigned to such term in Section 2.11(e).

“Required Revolving Facility Lenders” shall mean, at any time, Revolving Facility Lenders having (a) Revolving Facility Loans outstanding, (b) L/C Obligations and (c) Available Unused Commitments that, taken together, represent more than 50% of the sum of (x) all Revolving Facility Loans outstanding, (y) all L/C Obligations and (z) the total Available Unused Commitments at such time; provided, that the Revolving Facility Loans, L/C Obligations and Available Unused Commitment of any Defaulting Lender shall be disregarded in determining Required Revolving Facility Lenders at any time.

“Requirement of Law” shall mean, as to any person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such person or any of its property or assets or to which such person or any of its property or assets is subject (including any Gaming Laws).

“Responsible Officer” of any person shall mean any executive officer (including, without limitation, any Chief Executive Officer, President, Senior Vice President, Executive Vice President, Vice President, Secretary, Assistant Secretary, General Counsel, Deputy General Counsel, and Manager) or Financial Officer of such person or any managing member or general partner of such person and any other officer or similar official of such person or any managing member or general partner of such person responsible for the administration of the obligations of such person in respect of this Agreement.

“Restricted Payments” shall have the meaning assigned to such term in Section 6.06. The amount of any Restricted Payment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Borrower in good faith).

“Retained Percentage” shall mean, with respect to any Excess Cash Flow Period, (a) 100% minus (b) the Required Percentage with respect to such Excess Cash Flow Period.

“Revaluation Date” shall mean (a) with respect to any Alternate Currency Letter of Credit, each of the following: (i) each date of issuance, extension or renewal of an Alternate Currency Letter of Credit, (ii) each date of an amendment of any Alternate Currency Letter of Credit having the effect of increasing the amount thereof, (iii) each date of any payment by the L/C Issuer under any Alternate Currency Letter of Credit, (iv) the last Business Day of March, June, September and December and (v) such additional dates as the Administrative Agent or the L/C Issuer shall determine or the Required Lenders shall require and (b) with respect to any Alternate Currency Loans, each of the following: (i) each date of a Borrowing of Eurocurrency Revolving Facility Loans denominated in an Alternate Currency, (ii) each date of a continuation of a Eurocurrency Revolving Facility Loan denominated in an Alternate Currency pursuant to Section 2.07, (iii) the last Business Day of March, June, September and December and (iv) such additional dates as the Administrative Agent shall determine or the Majority Lenders under the Revolving Facility shall require.

“Revolving Facility” shall mean the Revolving Facility Commitments of any Class and the extensions of credit made hereunder by the Revolving Facility Lenders of such Class and, for purposes of Section 9.08(b) and the definition of “Required Revolving Facility Lenders”, shall refer to all such Revolving Facility Commitments as a single Class.

“Revolving Facility Borrowing” shall mean a Borrowing comprised of Revolving Facility Loans of the same Class.

“Revolving Facility Commitment” shall mean, with respect to each Revolving Facility Lender, the commitment of such Revolving Facility Lender to make Revolving Facility Loans of a Class pursuant to Section 2.01(b), as such commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) reduced or increased from time to time pursuant to assignments by or to such Lender under Section 9.04, and (c) increased (or replaced) as provided under Section 2.21. The initial amount of each Lender’s Revolving Facility Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance or Incremental Assumption Agreement pursuant to which such Lender shall have assumed its Revolving Facility Commitment (or Incremental Revolving Facility Commitment), as applicable. The aggregate amount of the Lenders’ Revolving Facility Commitments on the date hereof is \$200.0 million. On the date hereof, there is only one Class of Revolving Facility Commitments. After the date hereof, additional Classes of Revolving Facility Commitments may be added or created pursuant to Incremental Assumption Agreements.

“Revolving Facility Credit Exposure” shall mean, with respect to any Class of Revolving Facility Commitments, at any time, the sum of (a) the aggregate Outstanding Amount of the Revolving Facility Loans of such Class at such time (calculated, in the case of Alternate Currency Loans, based on the Dollar Equivalent thereof) and (b) the Outstanding Amount of the L/C Obligations of such Class at such time (calculated, in the case of Alternate Currency Letters of Credit, based on the Dollar Equivalent thereof). The Revolving Facility Credit Exposure of any Revolving Facility Lender under any Revolving Facility at any time shall be the product of (x) such Revolving Facility Lender’s Revolving Facility Percentage under such Revolving Facility and (y) the aggregate Revolving Facility Credit Exposure under such Revolving Facility of all Revolving Facility Lenders, collectively, at such time.

“Revolving Facility Lender” shall mean a Lender (including an Incremental Revolving Facility Lender) with a Revolving Facility Commitment or with outstanding Revolving Facility Loans.

“Revolving Facility Loan” shall mean a Loan made by a Revolving Facility Lender pursuant to Section 2.01(b) or Section 2.21.

“Revolving Facility Maturity Date” shall mean, as the context may require, (a) with respect to the Revolving Facility in effect on the Closing Date, the date that is the fifth anniversary of the Closing Date and (b) with respect to any other Classes of Revolving Facility Commitments, the maturity dates specified therefor in the applicable Incremental Assumption Agreement.

“Revolving Facility Percentage” shall mean, with respect to any Revolving Facility Lender of any Class, the percentage of the total Revolving Facility Commitments of such Class represented by such Lender’s Revolving Facility Commitment of such Class. If the Revolving Facility Commitments of such Class have terminated or expired, the Revolving Facility Percentages of such Class shall be determined based upon the Revolving Facility Commitments of such Class most recently in effect, giving effect to any assignments pursuant to Section 9.04.

“RSAs” shall mean the UCC RSA, the Second Lien RSA, the First Lien Bond RSA, the Bank RSA and the SGN RSA.

“S&P” shall mean Standard & Poor’s Ratings Group, Inc.

“Sale and Lease-Back Transaction” shall have the meaning assigned to such term in Section 6.03.

“Same Day Funds” means with respect to disbursements and payments in Dollars, immediately available funds.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

“Sanctioned Person” means, at any time, (a) any person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty’s Treasury of the United Kingdom, (b) any person organized or resident in a Sanctioned Country or (c) any person controlled or 50% or more owned by any Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“SEC” shall mean the Securities and Exchange Commission or any successor thereto.

“Second Lien Intercreditor Agreement” shall mean the Second Lien Intercreditor Agreement substantially in the form of Exhibit Q hereto, or such other customary form reasonably acceptable to the Administrative Agent and the Borrower, in each case, as such document may be amended, restated, supplemented or otherwise modified from time to time.

“Second Lien RSA” shall mean that certain Restructuring Support, Forbearance, and Settlement Agreement, dated as of October 4, 2016, among Caesars Entertainment Operating Company, Inc., CEC, Caesars Acquisition Company and certain bond holders party thereto, as amended, modified or supplemented from time to time.

“Section 6.07 Affiliate” shall have the meaning assigned to such term in Section 6.07.

“Secured Cash Management Agreement” shall mean any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank to the extent that such Cash Management Agreement is not otherwise designated in writing by the Borrower and the applicable Cash Management Bank to the Administrative Agent to not be included as a Secured Cash Management Agreement.

“Secured Parties” shall mean, collectively, the Administrative Agent, the Collateral Agent, each Lender, each L/C Issuer, each Hedge Bank that is party to any Secured Swap Agreement, each Cash Management Bank that is party to any Secured Cash Management Agreement and each sub-agent appointed pursuant to Section 8.02 by the Administrative Agent with respect to matters relating to the Loan Documents or by the Collateral Agent with respect to matters relating to any Security Document.

“Secured Swap Agreement” shall mean any Swap Agreement that is entered into by and between any Loan Party and any Hedge Bank to the extent that such Swap Agreement is not otherwise designated in writing by the Borrower and the applicable Hedge Bank to the Administrative Agent to not be included as a Secured Swap Agreement. Notwithstanding the foregoing, for all purposes of the Loan Documents, any Guarantee of, or grant of any Lien to secure, any obligations in respect of a Secured Swap Agreement by a Loan Party shall not include any Excluded Swap Obligations.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Security Documents” shall mean the Mortgages, the Collateral Agreement, the IP Security Agreements (as defined in the Collateral Agreement) and each of the security agreements and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 4.02, 5.10 or 5.11.

“Senior Secured Leverage Ratio” means, on any date, the ratio of (a) Total First Lien Senior Secured Net Debt as of the last day of the Test Period most recently ended as of such date to (b) EBITDA for the Test Period most recently ended as of such date, all determined on a consolidated basis in accordance with GAAP; provided, that the Senior Secured Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis; provided, further, however, that for purposes of calculating the Senior Secured Leverage Ratio from and after any Covenant Resumption Date, (i) EBITDA for the fiscal quarter in which the relevant Qualifying Act of Terrorism shall have occurred, (ii) EBITDA for any fiscal quarter following such quarter referred to in clause (i) in which a Material Disruption existed and (iii) EBITDA for the next succeeding fiscal quarter after the latest quarter to occur of any quarter referred to in clause (i) or (ii) shall, in each case, be the greater of (1) Substituted EBITDA and (2) actual EBITDA for such quarter. For the purposes of the foregoing, “Substituted EBITDA” shall mean the EBITDA for the fiscal quarter immediately preceding the fiscal quarter referred to in clause (i) of the previous sentence, in each case subject to customary seasonal adjustments (as determined in good faith by the Borrower and set forth in a certificate of a Responsible Officer of the Borrower delivered to the

Administrative Agent); provided, further, however, that for purposes of Section 6.06(e), Section 6.09(b)(i)(E) and determining the “Required Percentage” as used in Section 2.11(c), Total First Lien Senior Secured Net Debt as used in clause (a) above shall be calculated without excluding Development Expenses.

“SGN RSA” shall mean that certain First Amended and Restated Restructuring Support and Forbearance Agreement, dated as of June 21, 2016 (as amended by that certain Amendment No. 1 to First Amended and Restated Restructuring Support and Forbearance Agreement, dated as of October 4, 2016), among Caesars Entertainment Operating Company, Inc., CEC and the noteholders party thereto, as amended, modified or supplemented from time to time.

“Similar Business” shall mean any business, the majority of whose revenues are derived from (i) business or activities conducted by the Borrower and the Subsidiaries on the Closing Date or (ii) any business that is a natural outgrowth or reasonable extension, development or expansion of any such business or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing.

“Special Purpose Receivables Subsidiary” shall mean (i) a direct or indirect Subsidiary of the Borrower established in connection with a Permitted Receivables Financing for the acquisition of Receivables Assets or interests therein, and which is organized in a manner (as determined by the Borrower in good faith) intended to reduce the likelihood that it would be substantively consolidated with the Borrower or any of the Subsidiaries (other than Special Purpose Receivables Subsidiaries) in the event the Borrower or any such Subsidiary becomes subject to a proceeding under the Bankruptcy Code (or other insolvency law) and (ii) any subsidiary of a Special Purpose Receivables Subsidiary.

“Sponsor” shall mean (i) Apollo and each Affiliate of Apollo (but not including, however, any of its portfolio companies), (ii) TPG and each Affiliate of TPG (but not including, however, any of its portfolio companies), and (iii) any individual who is a partner or employee of Apollo Management, L.P., Apollo, the Texas Pacific Group or TPG, to the extent such individual is licensed by a relevant Gaming Authority on the Closing Date or thereafter replaces any such licensee.

“Spot Rate” for a currency shall mean the rate determined by the Administrative Agent or the L/C Issuer, as applicable, to be the rate quoted by the person acting in such capacity as the spot rate for the purchase by such person of such currency with another currency through its principal foreign exchange trading office at approximately 8:00 a.m., Local Time on the date two Business Days prior to the date as of which the foreign exchange computation is made or if such rate cannot be computed as of such date such other date as the Administrative Agent or the L/C Issuer shall reasonably determine is appropriate under the circumstances; provided that the Administrative Agent or the L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or the L/C Issuer if the person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

“Statutory Reserves” shall mean the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority, domestic or foreign, to which the Administrative Agent or any Lender (including any branch, Affiliate or other fronting office making or holding a Loan) is subject for Eurocurrency Liabilities (as defined in Regulation D of the Board). Eurodollar Loans shall be deemed to constitute Eurocurrency Liabilities (as defined in Regulation D of the Board) and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subordinated Intercompany Debt” shall have the meaning assigned to such term in Section 6.01(e).

“subsidiary” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Subsidiary” shall mean, unless the context otherwise requires, a subsidiary of the Borrower. Notwithstanding the foregoing (and except for purposes of the definition of Unrestricted Subsidiary contained herein), an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Borrower or any of its Subsidiaries for purposes of this Agreement.

“Subsidiary Guarantee Agreement” shall mean the Subsidiary Guarantee Agreement substantially in the form of Exhibit M, dated as of the Closing Date, by and between each Subsidiary Loan Party and the Collateral Agent, as amended, restated, supplemented or otherwise modified from time to time.

“Subsidiary Loan Party” shall mean (a) each Wholly-Owned Domestic Subsidiary of the Borrower on the Closing Date that is set forth on Schedule 1.01(B) and (b) each other Wholly-Owned Domestic Subsidiary of the Borrower (that is not an Excluded Subsidiary) that becomes, or is required pursuant to Section 5.10 to become, a party to the Subsidiary Guarantee Agreement and the Collateral Agreement after the Closing Date.

“Subsidiary Redesignation” shall have the meaning provided in the definition of “Unrestricted Subsidiary” contained in this Section 1.01.

“Swap Agreement” shall mean any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or credit spread transaction, repurchase transaction, reserve repurchase transaction, securities lending transaction, weather index transaction, spot contracts, fixed price physical delivery contracts, or any similar transaction or any combination of these transactions, in each case of the foregoing, whether or not exchange traded; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of the Subsidiaries shall be a Swap Agreement.

“Swap Obligation” means, with respect to any Subsidiary Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Syndication Agent” shall mean Credit Suisse Securities (USA) LLC.

“Target Day” shall mean any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in Euro.

“Tax Distributions” shall mean any distributions made pursuant to Section 6.06(b)(y).



“Taxes” shall mean all present or future taxes, levies, imposts, duties (including stamp duties), deductions, withholdings or similar charges (including ad valorem charges) imposed by any Governmental Authority, and all interest, additions to tax and penalties related thereto.

“Term B Borrowing” shall mean any Borrowing comprised of Term B Loans.

“Term B Facility” shall mean the Term B Loan Commitment and the Term B Loans made hereunder.

“Term B Facility Maturity Date” shall mean the date that is the seventh anniversary of the Closing Date.

“Term B Loan Commitment” shall mean, with respect to each Lender, the commitment of such Lender to make Term B Loans hereunder. The amount of each Lender’s Term B Loan Commitment as of the Closing Date is set forth on Schedule 2.01. The aggregate amount of the Term B Loan Commitments as of the Closing Date is \$1,235.0 million.

“Term B Loan Installment Date” shall have the meaning assigned to such term in Section 2.10(a)(i).

“Term B Loans” shall mean (a) the term loans made by the Lenders to the Borrower pursuant to Section 2.01(a), and (b) any Incremental Term Loans in the form of Term B Loans made by the Incremental Term Lenders to the Borrower pursuant to Section 2.01(c).

“Term Borrowing” shall mean any Term B Borrowing or any Incremental Term Borrowing.

“Term Closing Fee” shall have the meaning assigned to such term in Section 2.12(d).

“Term Facility” shall mean the Term B Facility and/or any or all of the Incremental Term Facilities.

“Term Facility Maturity Date” shall mean, as the context may require, (a) with respect to the Term B Facility in effect on the Closing Date, the Term B Facility Maturity Date and (b) with respect to any other Class of Term Loans, the maturity dates specified therefor in the applicable Incremental Assumption Agreement.

“Term Loan Commitment” shall mean any Term B Loan Commitment or any Incremental Term Loan Commitment.

“Term Loan Installment Date” shall mean any Term B Loan Installment Date or any Incremental Term Loan Installment Date.

“Term Loans” shall mean the Term B Loans and/or any or all of the Incremental Term Loans made pursuant to Section 2.21.

“Termination Date” shall mean the date on which (a) all Commitments shall have been terminated, (b) the principal of and interest on each Loan, all Fees and all other Loan Obligations shall have been paid in full (other than in respect of contingent indemnification and expense reimbursement claims not then due) and (c) all Letters of Credit (other than those that have been Cash Collateralized) have been cancelled or have expired and all amounts drawn or paid thereunder have been reimbursed in full.

“Test Period” shall mean, on any date of determination, the period of four consecutive fiscal quarters of the Borrower then most recently ended (taken as one accounting period) for which financial statements have been (or were required to be) delivered pursuant to Section 5.04(a) or 5.04(b) and, initially, the four fiscal quarter period ending June 30, 2017.

“Testing Condition” shall be satisfied at any time if as of such time (i) the sum of without duplication (x) the aggregate principal amount of outstanding Revolving Facility Loans at such time (calculated, in the case of Alternate Currency Loans, based on the Dollar Equivalent thereof) and (y) the aggregate stated amount (based, in the case of Alternate Currency Letters of Credit, on the Dollar Equivalent thereof) of Letters of Credit issued hereunder (other than (1) \$70,000,000 of undrawn Letters of Credit (based, in the case of Alternate Currency Letters of Credit, on the Dollar Equivalent thereof) and (2) any Letters of Credit that have been Cash Collateralized in accordance with Section 2.05(j)) exceeds (ii) an amount equal to 30% of the aggregate amount of the Revolving Facility Commitments at such time.

“Third Party Funds” shall mean any segregated accounts or funds, or any portion thereof, received by Borrower or any of its Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon Borrower or one or more of its Subsidiaries to collect and remit those funds to such third parties.

“Total First Lien Senior Secured Net Debt” at any date shall mean (i) the aggregate principal amount of Consolidated Debt of the Borrower and the Subsidiaries outstanding at such date that consists of, without duplication, Indebtedness (other than (A) Qualified Non-Recourse Debt, (B) Development Expenses, (C) Discharged Indebtedness and (D) Escrowed Indebtedness) that in each case is then secured by first-priority Liens on the Collateral (other than property or assets held in defeasance or similar trust or arrangement for the benefit of Indebtedness secured thereby), less (ii) without duplication, the aggregate amount of all Unrestricted Cash and Permitted Investments of the Borrower and the Subsidiaries on such date.

“Total Leverage Ratio” shall mean, on any date, the ratio of (a) Total Net Debt as of the last day of the Test Period most recently ended as of such date to (b) EBITDA for the Test Period most recently ended as of such date, all determined on a consolidated basis in accordance with GAAP; provided that the Total Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis; provided, further, however, that for purposes of calculating the Total Leverage Ratio from and after any Covenant Resumption Date, (i) EBITDA for the fiscal quarter in which the relevant Qualifying Act of Terrorism shall have occurred, (ii) EBITDA for any fiscal quarter following such quarter referred to in clause (i) in which a Material Disruption existed and (iii) EBITDA for the next succeeding fiscal quarter after the latest quarter to occur of any quarter referred to in clause (i) or (ii) shall, in each case, be the greater of (1) Substituted EBITDA and (2) actual EBITDA for such quarter. For the purposes of the foregoing, “Substituted EBITDA” shall mean the EBITDA for the fiscal quarter immediately preceding the fiscal quarter referred to in clause (i) of the previous sentence, in each case subject to customary seasonal adjustments (as determined in good faith by the Borrower and set forth in a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent); provided, further, however, that for purposes of 6.04(dd), 6.06(i) and 6.09(b)(i)(F), Total Net Debt as used in clause (a) above shall be calculated without excluding Development Expenses.

“Total Net Debt” at any date shall mean (i) the aggregate principal amount of Consolidated Debt (other than (A) Qualified Non-Recourse Debt, (B) Development Expenses, (C) Discharged Indebtedness and (D) Escrowed Indebtedness) of the Borrower and the Subsidiaries outstanding at such date, less (ii) without duplication, the aggregate amount of all Unrestricted Cash and Permitted Investments of the Borrower and the Subsidiaries on such date.

“Total Secured Leverage Ratio” shall mean, on any date, the ratio of (a) Total Senior Secured Net Debt as of the last day of the Test Period most recently ended as of such date to (b) EBITDA for the Test Period most recently ended as of such date, all determined on a consolidated basis in accordance with GAAP; provided that the Total Secured Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis; provided, further, however, that for purposes of calculating the Total Secured Leverage Ratio from and after any Covenant Resumption Date, (i) EBITDA for the fiscal quarter in which the relevant Qualifying Act of Terrorism shall have occurred, (ii) EBITDA for any fiscal quarter following such quarter referred to in clause (i) in which a Material Disruption existed and (iii) EBITDA for the next succeeding fiscal quarter after the latest quarter to occur of any quarter referred to in clause (i) or (ii) shall, in each case, be the greater of (1) Substituted EBITDA and (2) actual EBITDA for such quarter. For the purposes of the foregoing, “Substituted EBITDA” shall mean the EBITDA for the fiscal quarter immediately preceding the fiscal quarter referred to in clause (i) of the previous sentence, in each case subject to customary seasonal adjustments (as determined in good faith by the Borrower and set forth in a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent).

“Total Senior Secured Net Debt” at any date shall mean (i) the aggregate principal amount of Consolidated Debt of the Borrower and the Subsidiaries outstanding at such date that consists of, without duplication, Indebtedness (other than (A) Qualified Non-Recourse Debt, (B) Development Expenses, (C) Discharged Indebtedness and (D) Escrowed Indebtedness) that in each case is then secured by Liens on the Collateral (other than property or assets held in defeasance or similar trust or arrangement for the benefit of Indebtedness secured thereby), less (ii) without duplication, the aggregate amount of all Unrestricted Cash and Permitted Investments of the Borrower and the Subsidiaries on such date.

“TPG” shall mean, collectively, TPG Partners V, L.P. and other affiliated co-investment partnerships.

“Transaction Documents” shall mean the Plan of Reorganization, the Confirmation Order, the RSAs, the Master Leases, the MLSAs and the Loan Documents.

“Transaction Expenses” shall mean any fees or expenses incurred or paid by the Borrower or any of its Subsidiaries or any of their Affiliates in connection with the Transactions, this Agreement and the other Loan Documents, the other Transaction Documents and the transactions contemplated hereby and thereby.

“Transactions” shall mean, collectively, (a) the consummation of the Plan of Reorganization and the Restructuring Transactions described therein (including the transactions contemplated by the RSAs and the entry into the Master Leases and the MLSAs); (b) the execution, delivery and performance of this Agreement and the other Loan Documents, the creation of the Liens pursuant to the Security Documents, and the borrowings and other extensions of credit hereunder; (c) the execution, delivery and performance of each Master Lease and MLSA, (d) the Emergence Restructuring Transactions; and (e) the payment of all fees and expenses in connection therewith to be paid on, prior or subsequent to the Closing Date.

“Type” shall mean, when used in respect of any Loan or Borrowing, the rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, the term “Rate” shall include the Adjusted Eurocurrency Rate and the ABR.

“UCC RSA” shall mean that certain Restructuring Support and Settlement Agreement, dated as of June 22, 2016, among Caesars Entertainment Operating Company, Inc., CEC and the Unsecured Creditors Committee, as amended, modified or supplemented from time to time.

“Undeveloped Land” shall mean, (i) all Real Property set forth on Schedule 1.01(C), (ii) all undeveloped land acquired after the Closing Date and (iii) any operating property of the Borrower or any Subsidiary that is subject to a casualty event that results in such property ceasing to be operational.

“Unfunded Pension Liability” shall mean, as of the most recent valuation date for the applicable Plan, the excess of (1) the Plan’s actuarial present value (determined on the basis of reasonable assumptions employed by the independent actuary for such Plan for purposes of Section 412 of the Code or Section 302 of ERISA) of its benefit liabilities (as defined in Section 4001(a)(16) of ERISA) over (2) the fair market value of the assets of such Plan.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“Unreimbursed Amount” shall have the meaning assigned to such term in Section 2.05(c).

“Unrestricted Cash” shall mean cash or cash equivalents of the Borrower or the Subsidiaries that would not appear as “restricted” on a consolidated balance sheet of the Borrower and the Subsidiaries, including without limitation all “cage cash.”

“Unrestricted Subsidiary” shall mean (1) any Subsidiary of the Borrower identified on Schedule 1.01(D), (2) any other Subsidiary (other than a Wholly Owned Subsidiary that is a Master Lease Tenant) of the Borrower, whether now owned or acquired or created after the Closing Date, that is designated by the Borrower as an Unrestricted Subsidiary hereunder after the Closing Date by written notice to the Administrative Agent; provided, that the Borrower shall only be permitted to so designate a new Unrestricted Subsidiary after the Closing Date and so long as (a) no Event of Default has occurred and is continuing or would result therefrom, (b) immediately after giving effect to such designation, the Borrower shall be in Pro Forma Compliance, (c) such Unrestricted Subsidiary shall be capitalized (to the extent capitalized by the Borrower or any of its Subsidiaries) through Investments as permitted by, and in compliance with, Section 6.04 and (d) without duplication of clause (c), any assets owned by such Unrestricted Subsidiary at the time of the initial designation thereof shall be treated as Investments pursuant to Section 6.04, and (3) any subsidiary of an Unrestricted Subsidiary. The Borrower may designate any Unrestricted Subsidiary to be a Subsidiary for purposes of this Agreement (each, a “Subsidiary Redesignation”); provided, that (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Borrower shall have delivered to the Administrative Agent an officer’s certificate executed by a Responsible Officer of the Borrower, certifying to the best of such officer’s knowledge, compliance with the requirements of preceding clause (i).<sup>1</sup>

<sup>1</sup> NOTE TO DRAFT: Chester Downs & Marina, LLC, Des Plaines Development L.P., Caesars License Company and Caesars World LLC to be scheduled.

“USA PATRIOT Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“Venue Documents” shall have the meaning assigned to such term in Section 6.05(p).

“Venue Easements” shall have the meaning assigned to such term in Section 6.05(p).

“Waivable Mandatory Prepayment” shall have the meaning assigned to such term in Section 2.11(e).

“Weighted Average Life to Maturity” shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

“Wholly-Owned Domestic Subsidiary” of any person shall mean a Domestic Subsidiary of such person that is a Wholly-Owned Subsidiary.

“Wholly-Owned Subsidiary” of any person shall mean a subsidiary of such person, all of the Equity Interests in which (other than directors’ qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly-Owned Subsidiary of such person.

“Withdrawal Liability” shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Working Capital” shall mean, with respect to the Borrower and the Subsidiaries on a consolidated basis at any date of determination, Current Assets at such date of determination minus Current Liabilities at such date of determination; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in Working Capital shall be calculated without regard to any changes in Current Assets or Current Liabilities as a result of (a) any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent or (b) the effects of purchase accounting.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Terms Generally. The definitions set forth or referred to in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “or” shall not be exclusive. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document or any other agreement or contract shall mean such

document, agreement or contract as amended, restated, supplemented or otherwise modified from time to time in accordance herewith (to the extent applicable). Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any changes in GAAP after the Closing Date, any lease of the Borrower or the Subsidiaries, or of a special purpose or other entity not consolidated with the Borrower and its Subsidiaries at the time of its incurrence of such lease, that would be characterized as an operating lease under GAAP in effect on the Closing Date (whether such lease is entered into before or after the Closing Date) shall not constitute Indebtedness or a Capitalized Lease Obligation of the Borrower or any Subsidiary under this Agreement or any other Loan Document as a result of such changes in GAAP. Notwithstanding the foregoing, for all purposes of this Agreement, (a) no Master Lease or Additional Lease shall constitute Indebtedness or a Capital Lease Obligation regardless of how such Master Lease or Additional Lease may be treated under GAAP, (b) any interest portion of payments in connection with such Master Lease or Additional Lease shall not constitute Interest Expense and (c) Consolidated Net Income shall be calculated by deducting, without duplication of amounts otherwise deducted, rent, insurance, property taxes and other amounts and expenses actually paid in cash under any Master Lease or any Additional Lease in the applicable Test Period and no deductions in calculating Consolidated Net Income shall occur as a result of imputed interest, amounts under any Master Lease or any Additional Lease not paid in cash during the relevant Test Period or other non-cash amounts incurred in respect of any Master Lease or any Additional Lease; provided that any “true-up” of rent paid in cash pursuant to any Master Lease or any Additional Lease shall be accounted for in the fiscal quarter to which such payment relates as if such payment were originally made in such fiscal quarter.

SECTION 1.03. Effectuation of Transactions. Each of the representations and warranties of the Borrower contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions as shall have taken place on or prior to the date of determination, unless the context otherwise requires.

SECTION 1.04. Exchange Rates; Currency Equivalents.

(a) The Administrative Agent shall determine the Spot Rate as of each Revaluation Date to be used for calculating Dollar Equivalent amounts of Alternate Currency Letters of Credit and Alternate Currency Loans. Such Spot Rate shall become effective as of such Revaluation Date and shall be the Spot Rate employed in converting any amounts between Dollars and each Alternate Currency until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the L/C Issuer, as applicable, in accordance with this Agreement. No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Article VI or paragraph (f) or (j) of Section 7.01 being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the first day of the fiscal quarter in which such determination occurs or in respect of which such determination is being made.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Eurocurrency Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Eurocurrency Loan or Letter of Credit is denominated in an Alternate Currency, such amount shall be the Alternate Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternate Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the L/C Issuer, as applicable.

SECTION 1.05. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Local Time.

SECTION 1.06. Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day.

SECTION 1.07. Limited Condition Transactions. For purposes of (i) determining compliance with any provision of this Agreement that requires the calculation of the Senior Secured Leverage Ratio, the Total Secured Leverage Ratio, the Total Leverage Ratio or the Fixed Charge Coverage Ratio, (ii) determining compliance with representations, warranties, Defaults or Events of Default or (iii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of EBITDA or total assets), in each case, in connection with a Permitted Business Acquisition or other Investment permitted hereunder (including Permitted Business Acquisitions and other Investments subject to a letter of intent or purchase agreement) by one or more of the Borrower and its Subsidiaries of any assets, business or person (any such transaction, a "Limited Condition Transaction"), at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), the date of determination of whether any such action is permitted under this Agreement shall be deemed to be the date the definitive agreements for such Limited Condition Transaction (or commitments with respect to Indebtedness to be incurred in connection therewith) are entered into (the "LCT Test Date"), and if, after giving effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith on a Pro Forma Basis as if they had occurred at the beginning of the most recent Test Period ending prior to the LCT Test Date, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and any of the ratios or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio or basket (including due to fluctuations of the target of any Limited Condition Transaction) at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket on or following the relevant LCT Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) had been consummated.

SECTION 1.08. Additional Alternate Currencies for Loans and Letters of Credit.

(a) The Borrower may from time to time request that Eurocurrency Revolving Facility Loans and/or Letters of Credit be made in a currency other than Dollars, Canadian Dollars, Euros, Pound Sterling or Japanese Yen; provided that such requested currency is a lawful currency (other than Dollars, Canadian Dollars, Euros, Pound Sterling or Japanese Yen) that is readily available and freely transferable and convertible into Dollars. Such request shall be subject to the approval of the Administrative Agent.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., Local Time 20 Business Days prior to the date of the desired Credit Event (or such other time or date as may be agreed by the Administrative Agent, in its sole discretion).

(c) In the case of a request for a Eurocurrency Revolving Facility Loan of a Class in such other currency, the Administrative Agent shall promptly notify each Revolving Facility Lender of the applicable Class thereof. Each Revolving Facility Lender of the applicable Class shall notify the Administrative Agent, not later than 11:00 a.m., Local Time 10 Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Eurocurrency Revolving Facility Loans in such requested currency.

(d) Any failure by a Revolving Facility Lender of the applicable Class to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Revolving Facility Lender to permit Eurocurrency Revolving Facility Loans of the applicable Class to be made in such requested currency. If the Administrative Agent and all Revolving Facility Lenders of the applicable Class consent to making Eurocurrency Revolving Facility Loans in such requested currency, the Administrative Agent shall so notify the Borrower and such currency shall thereupon be deemed for all purposes to be an Alternate Currency hereunder for purposes of any Borrowings of Eurocurrency Revolving Facility Loans of the applicable Class. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.08, the Administrative Agent shall promptly so notify the Borrower.

(e) In the case of a request for a Letter of Credit in such other currency, the Administrative Agent shall promptly notify the applicable L/C Issuer thereof. Such L/C Issuer shall notify the Administrative Agent, not later than 11:00 a.m., Local Time 10 Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Letters of Credit in such requested currency.

(f) Any failure by an L/C Issuer to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such L/C Issuer to issue Letters of Credit in such requested currency. If the Administrative Agent and the applicable L/C Issuer consent to making Letters of Credit in such requested currency, the Administrative Agent shall so notify the Borrower and such currency shall thereupon be deemed for all purposes to be an Alternate Currency hereunder for purposes of any Letters of Credit issued by such L/C Issuer. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.08, the Administrative Agent shall promptly so notify the Borrower.

SECTION 1.09. Change of Currency.

(a) Each obligation of the Borrower to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the date hereof shall be redenominated into Euro at the time of such adoption (in accordance with the EMU Legislation). If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the London interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.



(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent and the Borrower may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent and the Borrower may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

SECTION 1.10. Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases (including, without limitation, for purposes of calculating any fees related thereto), whether or not such maximum stated amount is in effect at such time.

SECTION 1.11. Basket and Ratio Calculations. Notwithstanding anything in this Agreement or any other Loan Document to the contrary (i) unless the Borrower elects otherwise, if the Borrower or its Subsidiaries in connection with the consummation of any transaction or series of related transactions (A) incurs Indebtedness, creates Liens, makes asset sales or other dispositions, makes Investments, makes Restricted Payments, designates any Subsidiary as restricted or unrestricted or repays any Indebtedness or takes any other action under or as permitted by a ratio-based basket and (B) incurs Indebtedness, creates Liens, makes asset sales or other dispositions, makes Investments, makes Restricted Payments, designates any Subsidiary as restricted or unrestricted or repays any Indebtedness or takes any other action under a non-ratio-based basket (which shall occur on the same Business Day as the events in clause (A) above) under the same covenant, then the applicable ratio will be calculated with respect to any such action under the applicable ratio-based basket under the same covenant without regard to any such action under such non-ratio-based basket made in connection with such transaction or series of related transactions and (ii) if the Borrower or its Subsidiaries enters into any revolving, delayed draw or other committed debt facility, the Borrower may elect to determine compliance of such debt facility (including the incurrence of Indebtedness and Liens from time to time in connection therewith) with this Agreement and each other Loan Document on the date definitive loan documents with respect thereto are executed by all parties thereto, assuming the full amount of such facility is incurred (and any applicable Liens are granted) on such date, in lieu of determining such compliance on any subsequent date (including any date on which Indebtedness is incurred pursuant to such facility).

## ARTICLE II The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein:

(a) each Lender with a Term B Loan Commitment agrees to make Term B Loans in Dollars to the Borrower on the Closing Date in an aggregate principal amount not to exceed its Term B Loan Commitment;

(b) each Lender with a Revolving Facility Commitment of a Class agrees to make Revolving Facility Loans of such Class to the Borrower from time to time during the Availability Period for such Class of Revolving Facility in Dollars and each Alternate Currency in an aggregate principal amount that will not result in (i) such Lender's Revolving Facility Credit Exposure of such Class exceeding such Lender's Revolving Facility Commitment of such Class and (ii) the Revolving Facility Credit Exposure of such Class exceeding the total Revolving Facility Commitments under such Class of Revolving Facility. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Facility Loans;

(c) each Lender having an Incremental Term Loan Commitment agrees, subject to the terms and conditions set forth in the applicable Incremental Assumption Agreement, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment; and

(d) amounts borrowed under Section 2.01(a) and repaid or prepaid may not be reborrowed.

#### SECTION 2.02. Loans and Borrowings.

(a) Each Revolving Facility Loan and Term Loan shall be made as part of a Borrowing consisting of Loans under the same Facility and of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments under the applicable Facility; provided, however, that Revolving Facility Loans of any Class shall be made by the Revolving Facility Lenders of such Class ratably in accordance with their respective Revolving Facility Percentages of such Class on the date such Loans are made hereunder. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.14, each Borrowing of Revolving Facility Loans or Term Loans shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any ABR Loan or Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided, that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and such Lender shall not be entitled to any amounts payable under Section 2.15 or 2.17 solely in respect of increased costs resulting from such exercise and existing at the time of such exercise.

(c) At the commencement of each Interest Period for any Eurocurrency Borrowing, such Borrowing shall be in an aggregate amount not less than the Borrowing Minimum and, in the case of a Eurocurrency Revolving Facility Borrowing, that is an integral multiple of the Borrowing Multiple. Subject to Section 2.05(c), at the time that each Term Borrowing or Revolving Facility Borrowing is made, such Borrowing shall be in an aggregate amount that is not less than the Borrowing Minimum and, in the case of a Eurocurrency Revolving Facility Borrowing, that is an integral multiple of the Borrowing Multiple; provided, that an ABR Revolving Facility Borrowing under any Revolving Facility may be in an aggregate amount that is equal to the entire unused balance of the Revolving Facility Commitments thereunder. Borrowings of more than one Type and under more than one Facility may be outstanding at the same time; provided, that there shall not at any time be more than a total of (i) five Eurocurrency Borrowings outstanding under the Term Facilities and (ii) eight Eurocurrency Borrowings outstanding under the Revolving Facility.

(d) Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans or Commitments in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by Borrower, Administrative Agent and such Lender.

SECTION 2.03. Requests for Borrowings. (a) To request a Revolving Facility Borrowing and/or a Term Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurocurrency Borrowing, not later than 10:00 a.m., Local Time, three Business Days before the date of any proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., Local Time, on the Business Day of the proposed Borrowing; provided, that, to request a Borrowing on the Closing Date, the Borrower shall notify the Administrative Agent of such request by telephone not later than 2:00 p.m., Local Time, one Business Day prior to the Closing Date; provided further that, in the case of an Alternate Currency Borrowing denominated in Japanese Yen, the Borrower shall notify the Administrative Agent of such request not later than 10:00 a.m. Local Time four Business Days prior to the date of such proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic means to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by a Responsible Officer of the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

- (i) whether such Borrowing is to be a Borrowing of Revolving Facility Loans (and, if so, specifying the Class of Commitments under which such Borrowing is being made), Term B Loans, Other Term Loans, Refinancing Term Loans, Other Revolving Loans or Replacement Revolving Loans, as applicable;
- (ii) the aggregate amount of the requested Borrowing;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;
- (v) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";
- (vi) in the case of a Eurocurrency Revolving Facility Borrowing, the currency in which such Borrowing is to be denominated (which shall be Dollars or an Alternate Currency); and
- (vii) the location and number of the Borrower's account to which funds are to be disbursed.

If no election as to the currency of any Revolving Facility Borrowing is made, then the requested Borrowing shall be made in Dollars. If no election as to the Type of Revolving Facility Borrowing or Term Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each applicable Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. [Reserved].

SECTION 2.05. The Letter of Credit Commitment.

(a) General.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the Revolving Facility Lenders set forth in this Section 2.05, (1) from time to time on any Business Day during the period from and including the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit under any Revolving Facility denominated in Dollars or any Alternate Currency for the account of the Borrower (or its subsidiaries or other Persons requested by the Borrower), and to amend or extend Letters of Credit previously issued by it, in accordance with clause (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Facility Lenders under each Revolving Facility severally agree to participate in Letters of Credit issued under such Revolving Facility for the account of the Borrower (or its subsidiaries or other Persons requested by the Borrower) and any drawings thereunder; provided, that no L/C Issuer shall be required to issue commercial Letters of Credit without its prior written consent; provided further that after giving effect to any L/C Credit Extension with respect to any Letter of Credit under any Revolving Facility, (w) the total Revolving Facility Credit Exposure under such Revolving Facility shall not exceed the total Revolving Facility Commitments under such Revolving Facility, (x) no Lender's Revolving Facility Credit Exposure under such Revolving Facility shall exceed such Lender's Revolving Facility Commitment under such Revolving Facility, (y) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit and (z) the Outstanding Amount of the L/C Obligations of the applicable L/C Issuer (determined for such purpose without giving effect to the participations therein of the Revolving Facility Lenders pursuant to clause (B) above) shall not exceed such L/C Issuer's Letter of Credit Commitment (unless such L/C Issuer has consented thereto). Each request by the Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower or any Subsidiary may, during the foregoing period with respect to any Revolving Facility, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Letter of Credit under any Revolving Facility, if:

(A) subject to Section 2.05(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the L/C Issuer with respect to such Letter of Credit and the Borrower have approved such expiry date (such approval not to be unreasonably withheld or delayed); or

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date for such Revolving Facility, unless all the Revolving Facility Lenders under such Revolving Facility have approved such expiry date (such approval not to be unreasonably withheld or delayed) or the Borrower has agreed to Cash Collateralize such Letter of Credit prior to the Letter of Credit Expiration Date for such Revolving Facility.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit under any Revolving Facility if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Requirement of Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial stated amount less than \$100,000, in the case of a commercial Letter of Credit, or \$100,000, in the case of a standby Letter of Credit;

(D) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder; or

(E) a default of any Revolving Facility Lender under such Revolving Facility to fund its obligations under Section 2.05(c) exists or any Revolving Facility Lender under such Revolving Facility is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into satisfactory arrangements with the Borrower or such Revolving Facility Lender to eliminate the L/C Issuer's Fronting Exposure with respect to such Revolving Facility Lender.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Revolving Facility Lenders under the applicable Revolving Facility with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article VIII with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article VIII included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than (x) with respect to Letters of Credit denominated in Dollars, 12:00 p.m. Local Time at least two Business Days (or three Business Days in the case of a Letter of Credit issued by Barclays Bank PLC) (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be, and (y) with respect to Alternate Currency Letters of Credit, 9:00 a.m. Local Time at least five Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof (which may be Dollars or any Alternate Currency); (C) the expiry date thereof; (D) the name and address of the beneficiary thereof and the Revolving Facility under which such Letter of Credit is being issued; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may reasonably request. Additionally, the Borrower shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may reasonably request.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Facility Lender under the applicable Revolving Facility, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Section 4.01 shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower (or its subsidiaries or other Persons requested by the Borrower) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit under any Revolving Facility, each Revolving Facility Lender under such Revolving Facility shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Revolving Facility Percentage under such Revolving Facility times the amount of such Letter of Credit.

(iii) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit under any Revolving Facility that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit)

by giving prior notice to the beneficiary thereof not later than a day (the “Non-Extension Notice Date”) in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit under any Revolving Facility has been issued, the Revolving Facility Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date under such Revolving Facility (or any later date if the Borrower has agreed to Cash Collateralize such Letter of Credit prior to the Letter of Credit Expiration Date for such Revolving Facility); provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.05(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Majority Lenders under the applicable Revolving Facility have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Facility Lender under the applicable Revolving Facility or the Borrower that one or more of the applicable conditions specified in Section 4.01 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) If the Borrower so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit under any Revolving Facility that permits the automatic reinstatement of all or a portion of the stated amount thereof after any drawing thereunder (each, an “Auto-Reinstatement Letter of Credit”). Unless otherwise directed by the L/C Issuer, the Borrower shall not be required to make a specific request to the L/C Issuer to permit such reinstatement. Once an Auto-Reinstatement Letter of Credit has been issued under any Revolving Facility, except as provided in the following sentence, the Revolving Facility Lenders under such Revolving Facility shall be deemed to have authorized (but may not require) the L/C Issuer to reinstate all or a portion of the stated amount thereof in accordance with the provisions of such Letter of Credit. Notwithstanding the foregoing, if such Auto-Reinstatement Letter of Credit permits the L/C Issuer to decline to reinstate all or any portion of the stated amount thereof after a drawing thereunder by giving notice of such non-reinstatement within a specified number of days after such drawing (the “Non-Reinstatement Deadline”), the L/C Issuer shall not permit such reinstatement if it has received a notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Reinstatement Deadline (A) from the Administrative Agent that the Majority Lenders under the applicable Revolving Facility have elected not to permit such reinstatement or (B) from the Administrative Agent, any Revolving Facility Lender under the applicable Revolving Facility or the Borrower that one or more of the applicable conditions specified in Section 4.01 is not then satisfied (treating such reinstatement as an L/C Credit Extension for purposes of this clause) and, in each case, directing the L/C Issuer not to permit such reinstatement.

(v) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower and the Administrative Agent thereof. Not later than (1) 1:00 p.m., Local Time, on the first Business Day after the date that the L/C Issuer provides notice to the Borrower of any payment by the L/C Issuer under a Letter of Credit or

(2) 11:00 a.m., Local Time, on the second succeeding Business Day (if such notice is provided after 10:00 a.m., Local Time, on the date such notice is given) (each such applicable date, an “Honor Date”), the Borrower shall reimburse the L/C Issuer (and the L/C Issuer shall promptly notify the Administrative Agent of any failure by the Borrower to so reimburse the L/C Issuer by such time) in an amount equal to the amount of such drawing and either in Dollars (in the case of an Alternate Currency Letter of Credit, in the Dollar Equivalent amount) or in the applicable currency (in the Borrower’s discretion). If the Borrower fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Facility Lender under the Revolving Facility pursuant to which such Letter of Credit was issued of the Honor Date, the amount of the unreimbursed drawing in Dollars (calculated, in the case of any Alternate Currency Letter of Credit, based on the Dollar Equivalent thereof) (the “Unreimbursed Amount”), and the amount of such Lender’s Revolving Facility Percentage thereof. In such event, the Borrower shall be deemed to have requested a Borrowing of ABR Revolving Loans under the Revolving Facility under which such Letter of Credit was issued to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum Borrowing Minimums or Borrowing Multiples, but subject to the amount of the unutilized portion of the Revolving Facility Commitments under such Revolving Facility and the conditions set forth in Section 4.01 (other than the delivery of a Borrowing Request). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.05(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Facility Lender under the Revolving Facility under which such Letter of Credit was issued shall upon any notice pursuant to Section 2.05(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer, in Dollars, at the Administrative Agent’s Office for Dollar-denominated payments in an amount equal to its Revolving Facility Percentage under such Revolving Facility of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.05(c)(iii), each Revolving Facility Lender that so makes funds available shall be deemed to have made an ABR Revolving Loan under the applicable Revolving Facility to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of ABR Revolving Loans because the conditions set forth in Section 4.01 cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing under the applicable Revolving Facility in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) in Dollars and shall bear interest at the rate specified in Section 2.13(c). In such event, each Revolving Facility Lender’s payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.05(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance under the applicable Revolving Facility from such Revolving Facility Lender in satisfaction of its participation obligation under this Section 2.05.

(iv) Until each Revolving Facility Lender under the applicable Revolving Facility funds its ABR Revolving Loan or L/C Advance pursuant to this Section 2.05(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender’s Revolving Facility Percentage of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Facility Lender’s obligation to make ABR Revolving Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit under a Revolving Facility under which such Lender has a Revolving Facility Commitment, as contemplated by this Section 2.05(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A)



any setoff, counterclaim, recoupment, defense or other right which such Revolving Facility Lender may have against the L/C Issuer, the Borrower, any Subsidiary or any other person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make ABR Revolving Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.01 (other than delivery by the Borrower of a Borrowing Request). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Facility Lender under the applicable Revolving Facility fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(ii), the L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's ABR Revolving Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of the L/C Issuer submitted to any Revolving Facility Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Facility Lender such Revolving Facility Lender's L/C Advance in respect of such payment in accordance with Section 2.05(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Facility Lender its Revolving Facility Percentage thereof under the applicable Revolving Facility in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.05(c)(i) in connection with the issuance of any Letter of Credit under any Revolving Facility is required to be returned under any of the circumstances described in Section 8.10 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Facility Lender under such Revolving Facility shall pay to the Administrative Agent for the account of the L/C Issuer its Revolving Facility Percentage under such Revolving Facility thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Facility Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Revolving Facility Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that the Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit that appears on its face to be valid proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or any Subsidiary.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will immediately notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Revolving Facility Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the person executing or delivering any such document. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Facility Lenders or the Majority Lenders under the Revolving Facility under which such Letter of Credit was issued, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of the L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.05(e);

provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Cash Collateral.

(i) Upon the request of the Administrative Agent if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrower shall promptly Cash Collateralize the then Outstanding Amount of all L/C Obligations.

(ii) Sections 2.11(d), 2.22 and 7.01 set forth certain additional requirements to deliver Cash Collateral hereunder. For purposes of Sections 2.05, 2.11(d), 2.22 and 7.01, "Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Revolving Facility Lenders, as collateral for the L/C Obligations, cash or deposit account balances, in each case, pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer (which documents are hereby consented to by the Lenders) or to otherwise backstop (with a letter of credit on customary terms) such L/C Obligations to the applicable L/C Issuer's and the Administrative Agent's reasonable satisfaction. Derivatives of such term have corresponding meanings. The Borrower hereby grants to the Administrative Agent, for the benefit of the L/C Issuer and the Revolving Facility Lenders under any Revolving Facility under which a Letter of Credit is Cash Collateralized, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the foregoing. Except as otherwise agreed to by the Administrative Agent, Cash Collateral shall be maintained in blocked, non-interest bearing deposit accounts at Credit Suisse.

(h) Applicability of ISP and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(i) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(j) Letters of Credit Issued for Subsidiaries or other Persons at the Request of the Borrower. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a subsidiary or any other Person requested by the Borrower, the Borrower shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under any such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of subsidiaries and such other Persons inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such subsidiaries and other Persons.

(k) Additional L/C Issuers. From time to time, the Borrower may by notice to the Administrative Agent with the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) and the applicable Revolving Facility Lender designate such Revolving Facility Lender to act as an L/C Issuer hereunder. In the event that there shall be more than one L/C Issuer hereunder, each reference to “the L/C Issuer” hereunder with respect to any L/C Issuer shall refer to the person that issued such Letter of Credit and each such additional L/C Issuer shall be entitled to the benefits of this Agreement as an L/C Issuer to the same extent as if it had been originally named as the L/C Issuer hereunder. Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit (including any Existing Letter of Credit) to an advising bank with respect thereto or to the beneficiary thereof, each L/C Issuer (other than Credit Suisse) will also deliver to the Administrative Agent a true and complete copy of such Letter of Credit or amendment. On the last Business Day of each March, June, September and December (and on such other dates as the Administrative Agent may request), each L/C Issuer shall provide the Administrative Agent a list of all Letters of Credit (including any Existing Letter of Credit) issued by it that are outstanding at such time together with such other information as the Administrative Agent may reasonably request.

(l) Resignation of an L/C Issuer. Notwithstanding anything to the contrary contained herein, any or all of Credit Suisse or any other L/C Issuer may, upon 30 days’ prior written notice to the Borrower and the Revolving Facility Lenders, resign as L/C Issuer; provided that on or prior to the expiration of such 30-day period with respect to such resignation as L/C Issuer, the applicable L/C Issuer shall have identified a successor L/C Issuer reasonably acceptable to the Borrower willing to accept its appointment as successor L/C Issuer with a Letter of Credit Commitment equal to the Letter of Credit Commitment of the resigning L/C Issuer (unless otherwise agreed by the Borrower). In the event of any such resignation as L/C Issuer, the Borrower shall be entitled to appoint a successor L/C Issuer from among the Lenders willing to accept such appointment; provided that a failure by the Borrower to appoint any such successor shall not affect the resignation as L/C Issuer except as provided above. If an L/C Issuer resigns, it shall retain all the rights and obligations of the L/C Issuer with respect to all Letters of Credit issued by it that are outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make ABR Revolving Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.05(c)).

#### SECTION 2.06. Funding of Borrowings.

(a) Each Lender shall make each Term Loan or Revolving Facility Loan to be made by it hereunder available to the Administrative Agent in Same Day Funds at the Administrative Agent’s Office for the applicable currency not later than (i) 12:00 p.m., Local Time, in the case of any ABR Loan denominated in Dollars, (ii) 10:00 a.m., Local Time, in the case of any Eurocurrency Loan denominated in Dollars or (iii) 5:00 a.m., Local Time, in the case of any Eurocurrency Loans denominated in any Alternate Currency, in each case, on the Business Day specified in the applicable Borrowing Request. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower as specified in the Borrowing Request; provided, however, that if, on the date the Borrowing Request with respect to a Revolving Facility Borrowing denominated in Dollars is given by the Borrower, there are L/C Borrowings outstanding under the applicable Revolving Facility, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and, second, shall be made available to the Borrower as provided above.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurocurrency Loans (or, in the case of any Borrowing of ABR Loans, prior to 11:00 a.m., Local Time, on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender’s share of such Borrowing, the Administrative Agent

may assume that such Lender has made such share available on such date in accordance with Section 2.06(a) (or, in the case of a Borrowing of ABR Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.06(a)) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Overnight Rate, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to ABR Loans under the applicable Facility. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

#### SECTION 2.07. Interest Elections.

(a) Each Borrowing of Revolving Facility Loans or Term Loans initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section; provided, that except as otherwise provided herein, a Eurocurrency Loan may be continued or converted only on the last day of an Interest Period for such Eurocurrency Loan. The Borrower may elect different options with respect to different portions of the affected Revolving Facility Borrowing or Term Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be confirmed promptly by hand delivery or electronic means to the Administrative Agent of a written Interest Election Request in the form of Exhibit C and signed by a Responsible Officer of the Borrower.

(c) Each written Interest Election Request shall be irrevocable and shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender to which such Interest Election Request relates of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing denominated in Dollars shall be converted to an ABR Borrowing and Alternate Currency Borrowings shall be continued with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the written request (including a request through electronic means) of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing, (ii) unless repaid, each Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) each Eurocurrency Revolving Facility Borrowing shall, unless repaid, be continued as a Eurocurrency Revolving Facility Borrowing with an Interest Period of one month's duration.

#### SECTION 2.08. Termination and Reduction of Commitments.

(a) Unless previously terminated, the Revolving Facility Commitments of any Class shall terminate on the Revolving Facility Maturity Date with respect to such Class.

(b) The Borrower may at any time terminate, or from time to time reduce, the Revolving Facility Commitments of any Class; provided, that (i) each such reduction of the Revolving Facility Commitments of any Class shall be in an amount that is an integral multiple of \$1.0 million and not less than \$5.0 million (or, if less, the remaining amount of such Class of Revolving Facility Commitments) and (ii) the Borrower shall not terminate or reduce the Revolving Facility Commitments of any Class if, after giving effect to any concurrent prepayment of the Revolving Facility Loans in accordance with Section 2.11 under such Revolving Facility, the Revolving Facility Credit Exposure of such Class (excluding any Cash Collateralized Letter of Credit) would exceed the total Revolving Facility Commitments of such Class.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Revolving Facility Commitments of any Class under clause (b) of this Section at least three Business Days prior to the effective date of such termination or reduction (or such shorter period acceptable to the Administrative Agent), specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided, that a notice of termination or reduction of the Revolving Facility Commitments of any Class

delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments of a Class shall be made ratably among the applicable Lenders in accordance with their respective Commitments of such Class.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Revolving Facility Lender under each Revolving Facility the then unpaid principal amount of each Revolving Facility Loan under such Revolving Facility on the Revolving Facility Maturity Date with respect to such Revolving Facility and (ii) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.10.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount and currency of each Loan made hereunder, the Facility and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) any amount received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note (a "Note"); provided that such Lender complies with any filing or application requirements under the Gaming Laws and, prior to the execution and delivery of such Note, such Lender shall have obtained all necessary approvals or waivers from any applicable Gaming Authority. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and reasonably acceptable to the Borrower. Thereafter, unless otherwise agreed to by the applicable Lender, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if requested by such payee, to such payee and its registered assigns).

SECTION 2.10. Repayment of Term Loans and Revolving Facility Loans.

(a) Subject to the other paragraphs of this Section:

(i) the Borrower shall repay Term B Borrowings on the last day of each March, June, September and December of each year (commencing on the last day of the first full fiscal quarter of the Borrower after the Closing Date) and on the applicable Term Facility Maturity Date, or, if such date is not a Business Day, the next preceding Business Day (each such date being referred to as a “Term B Loan Installment Date”), in an aggregate principal amount of the Term B Loans equal to (A) in the case of quarterly payments due prior to the applicable Term Facility Maturity Date, an amount equal to 0.25% of the aggregate principal amount of Term B Loans outstanding on the Closing Date, and (B) in the case of such payment due on the applicable Term Facility Maturity Date, an amount equal to the then unpaid principal amount of the Term B Loans outstanding;

(ii) in the event that any Incremental Term Loans are made on an Increased Amount Date, the Borrower shall repay such Incremental Term Loans on the dates and in the amounts set forth in the related Incremental Assumption Agreement (each such date being referred to as an “Incremental Term Loan Installment Date”); and

(iii) to the extent not previously paid, outstanding Term Loans shall be due and payable on the applicable Term Facility Maturity Date.

(b) To the extent not previously paid, outstanding Revolving Facility Loans of any Class shall be due and payable on the Revolving Facility Maturity Date with respect to such Class.

(c) Prepayment of the Term Loans from:

(i) all Net Proceeds pursuant to Section 2.11(b) and Excess Cash Flow pursuant to Section 2.11(c) shall be applied to the Term Loans pro rata among each Term Facility, with the application thereof being applied to the remaining installments thereof in direct order of maturity; provided that, subject to the pro rata application to Loans outstanding within any Class of Term Loans, the Borrower may allocate such prepayment in its sole discretion among the Class or Classes of Term Loans as the Borrower may specify (so long as such mandatory prepayments are not directed to any Class of Term Loans with a later Term Facility Maturity Date without at least a pro rata repayment of each Class of Term Loans with an earlier Term Facility Maturity Date);

(ii) any optional prepayments of the Term Loans pursuant to Section 2.11(a) shall be applied to the remaining installments of the Term Loans as the Borrower may direct under the applicable Class or Classes as the Borrower may direct; and

(iii) any prepayment of Term Loans of a particular Class pursuant to Section 2.11(g) or 9.04(i) shall be applied to the remaining installments of such Class of Term Loans on a pro rata basis.

(d) Prior to any prepayment of any Loan under any Facility hereunder, the Borrower shall select the Borrowing or Borrowings under the applicable Facility to be prepaid and shall notify the Administrative Agent by telephone (confirmed by electronic means) of such selection not later than 12:00 p.m., Local Time, (i) in the case of an ABR Borrowing, at least one Business Day before the scheduled date of such prepayment and (ii) in the case of a Eurocurrency Borrowing, at least three Business Days before the scheduled date of such prepayment (or, in each case such shorter period acceptable to the Administrative Agent); provided, that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. All repayments of Loans shall be accompanied by accrued interest on the amount repaid to the extent required by Section 2.13(d).



## SECTION 2.11. Prepayment of Loans.

(a) (i) The Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, without premium or penalty (except as provided in clause (ii) of this Section 2.11(a) and subject to Section 2.16), in an aggregate principal amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum or, if less, the amount outstanding, upon prior notice in accordance with Section 2.10(d). Each such notice shall be signed by a Responsible Officer of the Borrower and shall specify the date and amount of such prepayment and the Class(es) and the Type(s) of Loans to be prepaid and, if Eurocurrency Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each applicable Lender of its receipt of each such notice, and of the amount of such Lender's pro rata share of such prepayment.

(ii) In the event that, on or prior to the date that is six months after the Closing Date, the Borrower shall (x) make a prepayment of the Term B Loans pursuant to Section 2.11(a) with the proceeds of, or any conversion of Term B Loans into, any substantially concurrent issuance of a new or replacement tranche of long-term senior secured first lien term loans that are broadly syndicated to banks and other institutional investors in financings similar to the Term B Loans the primary purpose of which is to (and which does) reduce the All-in Yield of such Term B Loans (other than, for the avoidance of doubt, with respect to securitizations) or (y) effect any amendment to this Agreement the primary purpose of which is to (and which does) reduce the All-in Yield of the Term B Loans (other than, in the case of each of clauses (x) and (y), in connection with a Qualified IPO, a Change in Control or a transformative acquisition referred to in the last sentence of this paragraph), the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Term B Loans, (A) in the case of clause (x), a prepayment premium of 1.00% of the aggregate principal amount of the Term B Loans so prepaid and (B) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the applicable Term B Loans for which the All-in Yield has been reduced pursuant to such amendment. Such amounts shall be due and payable on the date of such prepayment or the effective date of such amendment, as the case may be. For purposes of this Section 2.11(a)(ii), a "transformative acquisition" is any acquisition by the Borrower or any Subsidiary that (i) is not permitted by the terms of the Loan Documents immediately prior to the consummation of such acquisition or (ii) if permitted by the terms of the Loan Documents immediately prior to the consummation of such acquisition, would not provide the Borrower and its Subsidiaries with adequate flexibility under the Loan Documents for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower in good faith.

(b) Subject to Section 2.11(e) and (f), the Borrower shall apply all Net Proceeds promptly upon receipt thereof to prepay Term Loans in accordance with clauses (c) and (d) of Section 2.10; provided that, with respect to Net Proceeds from Asset Sales, the Borrower may use a portion of such Net Proceeds to prepay or repurchase any Indebtedness that is secured by pari passu Liens on the Collateral permitted by Section 6.02, in each case in an amount not to exceed the product of (x) the amount of such Net Proceeds multiplied by (y) a fraction, (A) the numerator of which is the outstanding principal amount of such Indebtedness with a pari passu lien on the Collateral and (B) the denominator of which is the sum of the outstanding principal amount of such Indebtedness and the outstanding principal amount of all Classes of Term Loans.

(c) Subject to Section 2.11(e) and (f), within five (5) Business Days after financial statements are delivered under Section 5.04(a) with respect to each Excess Cash Flow Period, the Borrower shall calculate Excess Cash Flow for such Excess Cash Flow Period and shall apply an amount equal to (i) the amount by which the Required Percentage of such Excess Cash Flow exceeds \$5.0 million, minus to the extent not financed using the proceeds of the incurrence of funded term Indebtedness (ii) the sum of (A) the amount of any voluntary prepayments during such Excess Cash Flow

Period (plus, without duplication of any amounts previously deducted under this clause (A), the amount of any voluntary prepayments after the end of such Excess Cash Flow Period but before the date of prepayment under this clause (c)) of (x) Term Loans (it being understood that the amount of any such payment constituting a below-par Permitted Loan Purchase shall be calculated to equal the amount of cash used and not the principal amount deemed prepaid therewith) and (y) other Indebtedness that is secured by pari passu Liens on the Collateral permitted by Section 6.02 (provided that (i) in the case of the prepayment of any revolving Indebtedness, there was a corresponding reduction in commitments and (ii) the maximum amount of each such prepayment of other Indebtedness that may be counted for purposes of this clause (A)(y) shall not exceed the amount that would have been prepaid in respect of such other Indebtedness if such prepayment had been applied on a ratable basis among the Term Loans and such other Indebtedness (determined based on the aggregate outstanding principal amount of Term Loans and the aggregate principal amount of such other Indebtedness on the date of such prepayment)) and (B) the amount of any permanent voluntary reductions during such Excess Cash Flow Period (plus, without duplication of any amounts previously deducted under this clause (B), the amount of any permanent voluntary reductions after the end of such Excess Cash Flow Period but before the date of prepayment under this clause (c)) of Revolving Facility Commitments to the extent that an equal amount of Revolving Facility Loans was simultaneously repaid, (I) to prepay Term Loans in accordance with clauses (c) and (d) of Section 2.10 or (II) to prepay Term Loans in accordance with clauses (c) and (d) of Section 2.10 and to prepay any other Indebtedness that is secured by pari passu Liens on the Collateral permitted by Section 6.02 in accordance with the agreement(s) governing such other Indebtedness so long as the prepayments under this clause (II) are applied in a manner such that the Term Loans are prepaid on at least a ratable basis with such other Indebtedness (determined based on the aggregate outstanding principal amount of Term Loans and the aggregate outstanding principal amount of such other Indebtedness being prepaid under this clause (II) on the date of such prepayment). Not later than the date on which the payment is required to be made pursuant to the foregoing sentence for each applicable Excess Cash Flow Period, the Borrower will deliver to the Administrative Agent a certificate signed by a Financial Officer of the Borrower setting forth the amount, if any, of Excess Cash Flow for such fiscal year, the amount of any required prepayment in respect thereof and the calculation thereof in reasonable detail.

(d) If the Administrative Agent notifies the Borrower at any time that the Revolving Facility Credit Exposure for any Revolving Facility at such time exceeds an amount equal to 105% of the Revolving Facility Commitments then in effect under such Revolving Facility, then, within two Business Days after receipt of such notice, the Borrower shall (at the Borrower's option) prepay Revolving Facility Loans and/or the Borrower shall Cash Collateralize the L/C Obligations, in each case, under such Revolving Facility in an aggregate amount sufficient to reduce the Revolving Facility Credit Exposure under such Revolving Facility as of such date of payment to an amount not to exceed 100% of the Revolving Facility Commitments then in effect under such Revolving Facility. The Administrative Agent may, at any time and from time to time after any such initial deposit of such Cash Collateral, request that additional Cash Collateral be provided in order to protect against the results of further exchange rate fluctuations.

(e) Anything contained herein to the contrary notwithstanding, in the event the Borrower is required to make any mandatory prepayment (a "Waivable Mandatory Prepayment") of the Term Loans, not less than three Business Days prior to the date (the "Required Prepayment Date") on which the Borrower elects (or is otherwise required) to make such Waivable Mandatory Prepayment, the Borrower shall notify the Administrative Agent of the amount of such prepayment, and the Administrative Agent will promptly thereafter notify each Lender holding an outstanding Term Loan of the amount of such Lender's pro rata share of such Waivable Mandatory Prepayment and such Lender's option to refuse such amount. Each such Lender may exercise such option by giving written notice to the Administrative Agent of its election to do so on or before the second Business Day prior to the Required

Prepayment Date (it being understood that any Lender which does not notify the Administrative Agent of its election to exercise such option on or before the first Business Day prior to the Required Prepayment Date shall be deemed to have elected, as of such date, not to exercise such option). On the Required Prepayment Date, (i) the Borrower shall pay to the Administrative Agent the amount of the Waivable Mandatory Prepayment less the amount of Declined Proceeds, which amount shall be applied by the Administrative Agent to prepay the Term Loans of those Lenders that have elected to accept such Waivable Mandatory Prepayment (each, an “Accepting Lender”) (which prepayment shall be applied to the scheduled installments of principal of the Term Loans in the applicable Class(es) of Term Loans in accordance with paragraphs (c) and (d) of Section 2.10), and (ii) the Borrower may retain a portion of the Waivable Mandatory Prepayment in an amount equal to that portion of the Waivable Mandatory Prepayment otherwise payable to those Lenders that have elected to exercise such option and decline such Waivable Mandatory Prepayment (such declined amounts, the “Declined Proceeds”). Such Declined Proceeds shall be retained by the Borrower and may be used for any purpose not otherwise prohibited by this Agreement.

(f) Notwithstanding any other provisions of this Section 2.11 to the contrary, (i) to the extent that any Net Proceeds of any Asset Sale by a Foreign Subsidiary or Excess Cash Flow attributable to a Foreign Subsidiary is prohibited, restricted or delayed by applicable local law or material documents (including constituent and organizational documents) from being repatriated to the United States, the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be applied to repay Term Loans or other Indebtedness that is secured by Liens on the Collateral permitted by Section 6.02 at the times provided in Section 2.11(b) or Section 2.11(c) but may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law or material documents will not permit repatriation to the United States, and once such repatriation of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable local law or material documents, such repatriation will be effected and such repatriated Net Proceeds or Excess Cash Flow will be promptly applied (net of additional taxes payable or reserved against as a result thereof) to the repayment of the Term Loans or other Indebtedness that is secured by Liens on the Collateral permitted by Section 6.02 pursuant to Section 2.11(b) or Section 2.11(c), to the extent provided herein and (ii) to the extent that the Borrower has determined in good faith that repatriation of any or all of such Net Proceeds or Excess Cash Flow could reasonably be expected to have an adverse tax cost consequence that is not de minimis with respect to such Net Proceeds or Excess Cash Flow, the Net Proceeds or Excess Cash Flow so affected may be retained by the applicable Foreign Subsidiary (the Borrower hereby agreeing to use commercially reasonable efforts (which shall not be required to extend beyond twelve (12) months after the applicable prepayment date) to eliminate such tax effects in its reasonable control in order to make such prepayments). For the avoidance of doubt, the non-application of any amounts required to applied pursuant to Section 2.11(b) or Section 2.11(c) as a consequence of the foregoing provisions does not constitute a Default or an Event of Default, and such amounts shall be available for working capital purposes of the Borrower and the Subsidiary Loan Parties so long as not required to be prepaid in accordance with the foregoing provisions. Notwithstanding the foregoing, any prepayments required after application of the above provision shall be net of any costs, expenses or taxes incurred by the Borrower or any of its affiliates and arising as a result of compliance with the preceding sentence.

(g) (i) Notwithstanding anything to the contrary in Section 2.11(a) or 2.18(c) (which provisions shall not be applicable to this Section 2.11(g)), the Borrower shall have the right at any time and from time to time to prepay Term Loans and/or repay Revolving Facility Loans of any Class (with, in the case of Revolving Facility Loans under any Revolving Facility, a corresponding permanent reduction in the Revolving Facility Commitment of each Lender who receives a Discounted Voluntary Prepayment), to the Lenders at a discount to the par value of such Loans and on a non pro rata basis (each, a “Discounted Voluntary Prepayment”) pursuant to the procedures described in this Section 2.11(g); provided that (A) any Discounted Voluntary Prepayment shall be offered to all Lenders with

Term Loans of any Class and/or Revolving Facility Loans of any Class on a pro rata basis with all Lenders of such Class, and after giving effect to any Discounted Voluntary Prepayment, there shall be sufficient aggregate Revolving Facility Commitments among the Revolving Facility Lenders to apply to the Outstanding Amount of the L/C Obligations as of such date, unless the Borrower shall concurrently with the payment of the purchase price by the Borrower for such Revolving Facility Loans, deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.05(g) in the amount of any such excess Outstanding Amount of the L/C Obligations, (B) no Discounted Voluntary Prepayment shall be made from the proceeds of any extensions of credit under the Revolving Facility and (C) the Borrower shall deliver to the Administrative Agent a certificate of the Financial Officer of the Borrower stating (1) that no Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment (after giving effect to any related waivers or amendments obtained in connection with such Discounted Voluntary Prepayment), (2) that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.11(g) has been satisfied and (3) the aggregate principal amount of Term Loans and/or Revolving Facility Loans so prepaid pursuant to such Discounted Voluntary Prepayment.

(ii) To the extent the Borrower seeks to make a Discounted Voluntary Prepayment, the Borrower will provide written notice to the Administrative Agent substantially in the form of Exhibit F (each, a “Discounted Prepayment Option Notice”) that the Borrower desires to prepay Term Loans and/or repay Revolving Facility Loans of an applicable Class (with a corresponding permanent reduction in Revolving Facility Commitments of such Class) in each case in an aggregate principal amount specified therein by the Borrower (each, a “Proposed Discounted Prepayment Amount”), in each case at a discount to the par value of such Term Loans and/or Revolving Facility Loans as specified below. The Proposed Discounted Prepayment Amount of Term Loans or Revolving Facility Loans shall not be less than \$5.0 million. The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment: (A) the Proposed Discounted Prepayment Amount for Term Loans and/or Revolving Facility Loans of the applicable Class, (B) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of Term Loans or Revolving Facility Loans of such Class (the “Discount Range”) and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment which shall be at least five Business Days following the date of the Discounted Prepayment Option Notice (the “Acceptance Date”). Upon receipt of a Discounted Prepayment Option Notice with respect to Revolving Facility Loans, the Administrative Agent shall notify the L/C Issuer thereof and Discounted Voluntary Prepayments in respect thereof shall be subject to the consent of the L/C Issuer, such consent not to be unreasonably withheld or delayed.

(iii) Upon receipt of a Discounted Prepayment Option Notice and receipt by the Administrative Agent of any required consent from the L/C Issuer in accordance with Section 2.11(g)(ii), the Administrative Agent shall promptly notify each Lender thereof. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit G (each, a “Lender Participation Notice”) to the Administrative Agent (A) a maximum discount to par (the “Acceptable Discount”) within the Discount Range (for example, a Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Loans to be prepaid) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of Term Loans and/or Revolving Facility Loans held by such Lender with respect to which such Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount (“Offered Loans”). Based on the Acceptable Discounts and principal amounts of Term Loans and/or Revolving Facility Loans of the applicable Class(es) specified by the Lenders in the applicable Lender Participation Notice, the Administrative Agent, in consultation with the Borrower, shall determine the applicable discount for Term Loans and/or Revolving Facility Loans of the applicable Class(es) (the “Applicable Discount”),

which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.11(g)(ii) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the principal amounts of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided, however, that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Discounted Voluntary Prepayment and have Qualifying Loans (as defined below). Any Lender with outstanding Loans whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Loans at any discount to their par value within the Applicable Discount.

(iv) The Borrower shall make a Discounted Voluntary Prepayment by prepaying those Term Loans and/or Revolving Facility Loans (or the respective portions thereof) (with, in the case of Revolving Facility Loans, a corresponding permanent reduction in Revolving Facility Commitments) of the applicable Class(es) offered by the Lenders (“Qualifying Lenders”) that specify an Acceptable Discount that is equal to or greater than the Applicable Discount (“Qualifying Loans”) at the Applicable Discount; provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans.

(v) Each Discounted Voluntary Prepayment shall be made within five Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (but subject to Section 2.16), upon irrevocable notice substantially in the form of Exhibit H (each a “Discounted Voluntary Prepayment Notice”), delivered to the Administrative Agent no later than 1:00 P.M. Local time, three Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent. Upon receipt of any Discounted Voluntary Prepayment Notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid.

(vi) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to reasonable procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.11(g)(iii) above) established by the Administrative Agent in consultation with the Borrower.

(vii) Prior to the delivery of a Discounted Voluntary Prepayment Notice, upon written notice to the Administrative Agent, (A) the Borrower may withdraw its offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (B) any Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice.

SECTION 2.12. Fees.

(a) The Borrower agrees to pay to each Lender (other than any Defaulting Lender), through the Administrative Agent, on the last Business Day of March, June, September and December in each year, and the date on which the Revolving Facility Commitments of the applicable Class of such Lender shall be terminated as provided herein, a commitment fee in Dollars (a "Commitment Fee") on the daily amount of the Revolving Facility Commitments (whether used or unused) of such Lender during the preceding quarter (or other period commencing with the Closing Date or ending with the date on which the last of the Commitments of such Lender shall be terminated) at a rate equal to the Applicable Commitment Fee for the applicable Class with respect to such Lender. All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days. The Commitment Fee due to each Lender shall commence to accrue on the Closing Date and shall cease to accrue on the date on which the last of the Commitments of such Lender shall be terminated as provided herein (provided that, if any Revolving Facility Loans or any L/C Obligations remain outstanding following the Revolving Facility Maturity Date or the date on which the aggregate Revolving Facility Commitments shall expire or be terminated, the Commitment Fee with respect to such Revolving Facility Loans and such L/C Obligations shall continue to accrue for so long as such Revolving Facility Loans and such L/C Obligations remain outstanding and shall be due and payable on demand).

(b) The Borrower from time to time agrees to pay (i) to each Revolving Facility Lender (other than any Defaulting Lender; provided that at any time that an L/C Issuer has Fronting Exposure to a Defaulting Lender, until such Fronting Exposure has been reduced to zero, the L/C Participation Fee attributable to such Fronting Exposure in respect of Letters of Credit issued by such L/C Issuer shall be payable to such L/C Issuer) under any Revolving Facility, through the Administrative Agent, three Business Days after the last day of March, June, September and December of each year and three Business Days after the date on which the Revolving Facility Commitments of all the Lenders under such Revolving Facility shall be terminated as provided herein, a fee (an "L/C Participation Fee") on such Lender's Revolving Facility Percentage of the daily aggregate Outstanding Amount of L/C Obligations (excluding the portion thereof attributable to Unreimbursed Amounts) of such Class, during the preceding quarter (or shorter period commencing with the Closing Date or ending with the Revolving Facility Maturity Date with respect to such Revolving Facility or the date on which the Revolving Facility Commitments of such Class shall be terminated) at the rate per annum equal to the Applicable Margin for Eurocurrency Revolving Facility Borrowings of such Class made by such Lender effective for each day in such period and (ii) to each L/C Issuer, for its own account (x) three Business Days after the last Business Day of March, June, September and December of each year and on the date on which the Revolving Facility Commitments of all the Lenders under such Class shall be terminated as provided herein, a fronting fee in Dollars in respect of each Letter of Credit issued by such L/C Issuer for the period from and including the date of issuance of such Letter of Credit to and including the termination of such Letter of Credit, computed at a rate equal to 0.125% per annum of the Dollar Equivalent of the daily stated amount of such Letter of Credit, plus (y) in connection with the issuance, amendment or transfer of any such Letter of Credit or any drawing thereunder, such L/C Issuer's customary documentary and processing fees and charges (collectively, "L/C Issuer Fees"). All L/C Participation Fees and L/C Issuer Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(c) The Borrower agrees to pay to the Administrative Agent, for the account of the Administrative Agent, the agency fees set forth in the Fee Letter, as amended, restated, supplemented or otherwise modified from time to time, at the times specified therein (the "Administrative Agent Fees").

(d) The Borrower agrees to pay on the Closing Date to each Lender holding Term B Loans party to this Agreement on the Closing Date, as fee compensation for the funding of such Lender's Term B Loan, a closing fee (the "Term Closing Fee") in an amount equal to 0.50% of the stated principal amount of such Lender's Term B Loan, payable to such Lender from the proceeds of its Term B Loan as and when funded on the Closing Date. Such Term Closing Fee will be in all respects fully earned, due and payable on the Closing Date and nonrefundable and non-creditable thereafter.

(e) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the Lenders, except that L/C Issuer Fees shall be paid directly to the applicable L/C Issuers. Once paid, none of the Fees shall be refundable under any circumstances.

#### SECTION 2.13. Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at the ABR plus the Applicable Margin.

(b) The Loans comprising each Eurocurrency Borrowing shall bear interest at the Adjusted Eurocurrency Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any Fees or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other overdue amount, 2.00% plus the rate applicable to ABR Loans as provided in paragraph (a) of this Section; provided, that this paragraph (c) shall not apply to any Event of Default that has been waived by the Lenders pursuant to Section 9.08.

(d) Accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date for such Loan, (ii) in the case of Revolving Facility Loans under any Revolving Facility, upon termination of the Revolving Facility Commitments with respect to such Revolving Facility and (iii) in the case of the Term Loans, on the applicable Term Facility Maturity Date; provided, that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on written demand, and (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR shall be computed at all times on the basis of a year of 365 days (or 366 days in a leap year); provided that interest computed on Sterling denominated Loans shall be calculated on the basis of a year of 365 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable ABR, Adjusted Eurocurrency Rate or Eurocurrency Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.14. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted Eurocurrency Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders or the Majority Lenders under the applicable Revolving Facility that the Adjusted Eurocurrency Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or electronic means as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing denominated in the applicable currency shall be ineffective and in the case of any Borrowing denominated in Dollars, such Borrowing shall be converted to or continued on the last day of the Interest Period applicable thereto as an ABR Borrowing and (ii) if any Borrowing Request requests a Eurocurrency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.15. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted Eurocurrency Rate) or L/C Issuer;

(ii) subject any Lender or L/C Issuer to any Tax with respect to any Loan Document or any Eurocurrency Loan made by it or any Letter of Credit or participation therein (other than Taxes indemnifiable under Section 2.17 or Excluded Taxes); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition affecting this Agreement or Eurocurrency Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or L/C Issuer of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or L/C Issuer hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or L/C Issuer, as applicable, such additional amount or amounts as will compensate such Lender or L/C Issuer, as applicable, for such additional costs incurred or reduction suffered.

(b) If any Lender or L/C Issuer determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or L/C Issuer's capital or on the capital of such Lender's or L/C Issuer's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or



such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital or liquidity adequacy), then from time to time the Borrower shall pay to such Lender or such L/C Issuer, as applicable, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) A certificate of a Lender or an L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or L/C Issuer or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or L/C Issuer, as applicable, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Promptly after any Lender or any L/C Issuer has determined that it will make a request for increased compensation pursuant to this Section 2.15, such Lender or L/C Issuer shall notify the Borrower thereof. Failure or delay on the part of any Lender or L/C Issuer to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or L/C Issuer's right to demand such compensation; provided, that the Borrower shall not be required to compensate a Lender or an L/C Issuer pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or L/C Issuer, as applicable, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or L/C Issuer's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

**SECTION 2.16. Break Funding Payments.** In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto or (c) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender shall be deemed to be the amount determined by such Lender (it being understood that the deemed amount shall not exceed the actual amount) to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted Eurocurrency Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue a Eurocurrency Loan, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in dollars of a comparable amount and period from other banks in the Eurocurrency market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

**SECTION 2.17. Taxes.**

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without withholding or deduction for any Taxes except as required by law; provided, that if any applicable withholding agent shall be required to

withhold or deduct any Taxes in respect of any such payments, then (i) if such Tax is an Indemnified Tax or Other Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after all required withholding or deductions have been made (including withholding or deductions applicable to additional sums payable under this Section 2.17) the applicable Lender (or, in the case of a payment to the Administrative Agent for its own account, the Administrative Agent), receives an amount equal to the sum it would have received had no such withholding or deductions been made, (ii) the applicable withholding agent shall make such withholding or deductions and (iii) the applicable withholding agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Each Loan Party shall jointly and severally indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes payable by the Administrative Agent or such Lender, as applicable (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17), and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Loan Party by a Lender, or by the Administrative Agent on its own behalf, on behalf of another Agent or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Foreign Lender shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two original copies of whichever of the following is applicable: (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto), claiming eligibility for benefits of an income tax treaty to which the United States of America is a party, (ii) duly completed copies of Internal Revenue Service Form W-8ECI (or any subsequent versions thereof or successors thereto), (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (x) a certificate in a form reasonably satisfactory to the Administrative Agent (a “Non-Bank Certificate”), and (y) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto), (iv) to the extent the Foreign Lender is not the beneficial owner (e.g., where the Foreign Lender is a partnership or participating Lender), duly completed copies of Internal Revenue Service Form W-8IMY, together with appropriate forms and certificates described in Sections 2.17(e)(i) through (iii) and any additional Form W-8IMYs, withholding statements and other information as may be required by law (provided that, where a Foreign Lender is a partnership (and not a participating Lender) and one or more of its direct or indirect partners are claiming the portfolio interest exemption, the Foreign Lender may provide the Non-Bank Certificate on behalf of such direct or indirect partners) or (v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

(f) Each U.S. Lender shall deliver to the Borrower and the Administrative Agent two duly completed copies of Internal Revenue Service Form W-9 (or any subsequent versions thereof or successors thereto) certifying that such U.S. Lender is exempt from U.S. federal backup withholding on or before the date such U.S. Lender becomes a party and upon the expiration of any form previously delivered by such U.S. Lender.

(g) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with their obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment.

(h) Notwithstanding any other provision of Section 2.17(e), (f) or (g), a Lender shall not be required to deliver any form that such Lender is not legally eligible to deliver.

(i) Each Lender shall, whenever a lapse in time or change in circumstances renders any documentation previously provided pursuant to Sections 2.17(e), (f) or (g) obsolete, expired or inaccurate in any respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

(j) If the Borrower determines that a reasonable basis exists for contesting an Indemnified Tax or Other Tax for which a Loan Party has paid additional amounts or indemnification payments, each affected Lender or the Administrative Agent, as the case may be, shall use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in contesting such Tax; provided that nothing in this Section 2.17(j) shall obligate any Lender or the Administrative Agent to take any action that such person, in its sole judgment, determines may result in a material detriment to such person. The Borrower shall indemnify and hold each Lender and the Administrative Agent harmless against any out-of-pocket expenses incurred by such person in connection with any request made by the Borrower pursuant to this Section 2.17(j). Any refund received from a successful contest shall be governed by Section 2.17(k).

(k) If the Administrative Agent or a Lender has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund) as is determined by the Administrative Agent or Lender in good faith, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay as soon as reasonably practicable the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative

Agent or such Lender is required to repay such refund to such Governmental Authority. In such event, such Lender or the Administrative Agent, as the case may be, shall, at the applicable Loan Party's request, provide such Loan Party with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Lender or the Administrative Agent may delete any information therein that it deems confidential). A Lender or the Administrative Agent shall claim any refund that it determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. This Section 2.17(k) shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems in good faith to be confidential) to the Loan Parties or any other person. Notwithstanding anything to the contrary, in no event will any Lender be required to pay any amount to a Loan Party the payment of which would place such Lender in a less favorable net after tax position than such Lender would have been in if the additional amounts giving rise to such refund of any Indemnified Taxes or Other Taxes had never been paid.

(l) If any Administrative Agent is a "United States person" (as defined in Section 7701(a)(30) of the Code), it shall provide the Borrower, on or before the date on which it becomes a party to this Agreement, with two duly completed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Administrative Agent is exempt from U.S. federal backup withholding. If any Administrative Agent is not a "United States person" (as defined in Section 7701(a)(30) of the Code), on or before the date on which it becomes a party to this Agreement, it shall provide (1) Internal Revenue Service Form W-8ECI (or any successor form) with respect to payments to be received by it as a beneficial owner and (2) Internal Revenue Service Form W-8IMY (or any successor form), together with required accompanying documentation, with respect to payments to be received by it on behalf of the Lenders. Each Administrative Agent shall, whenever a lapse in time or change in circumstances renders any documentation previously provided pursuant to this Section 2.17(l) obsolete, expired or inaccurate in any respect, deliver promptly to the Borrower updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower) or promptly notify the Borrower in writing of its legal ineligibility to do so. Notwithstanding anything to the contrary, nothing in this Section 2.17(l) shall require any Administrative Agent to provide any documentation that it is not legally eligible to provide as a result of any Change of Law after the date hereof.

(m) For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 2.17, include any L/C Issuer.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of drawings under Letters of Credit, or of amounts payable under Section 2.15, 2.16, or 2.17, or otherwise) without condition or deduction for any defense, recoupment, set-off or counterclaim. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars (or, in the case of Alternate Currency Loans or Alternate Currency Letters of Credit, in the applicable Alternate Currency) and in Same Day Funds not later than (x) in the case of Loans or Letters of Credit denominated in Dollars or Canadian Dollars, 2:00 p.m. Local Time or (y) in the case of Loans or Letters of Credit denominated in Alternate Currencies other than Canadian Dollars, 5:00 a.m. Local Time, in each case, on the date specified herein. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Borrower by the Administrative Agent, except payments to be

made directly to the applicable L/C Issuer as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.05 shall be made directly to the persons entitled thereto. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments payable in Dollars due under this Agreement be made in the United States. The Administrative Agent shall distribute any such payments received by it for the account of any other person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) If at any time insufficient funds are received by and available to the Administrative Agent from the Borrower to pay fully all amounts of principal, Unreimbursed Amounts, interest and fees then due from the Borrower hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties and (ii) second, towards payment of principal of Loans and Unreimbursed Amounts then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and Unreimbursed Amounts then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Term Loans, Revolving Facility Loans or participations in Letters of Credit resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Term Loans, Revolving Facility Loans and participations in Letters of Credit and accrued interest thereon than the proportion received by any other Lender entitled thereto, then the Lender receiving such greater proportion shall purchase participations in the Term Loans, Revolving Facility Loans and participations in Letters of Credit of other Lenders entitled thereto to the extent necessary so that the benefit of all such payments shall be shared by the Lenders entitled thereto ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Term Loans, Revolving Facility Loans and participations in Letters of Credit; provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph (c) shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including, without limitation, pursuant to Section 2.11(g), Section 2.19(b), Section 2.19(c) and Section 9.04(i)) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Letters of Credit to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this paragraph (c) shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the applicable L/C Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as applicable, the amount due. In such event, if the Borrower has not in fact made such payment, then each

of the Lenders or the applicable L/C Issuer, as applicable, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or L/C Issuer with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(c), Section 2.05(d), Section 2.06(b) or Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

**SECTION 2.19. Mitigation Obligations; Replacement of Lenders.**

(a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender is a Defaulting Lender, or if any Lender is the subject of a Disqualification, then the Borrower may, at its option and its sole expense and effort, upon notice to such Lender and the Administrative Agent, (1) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee reasonably acceptable to (i) the Administrative Agent (unless, in the case of an assignment of Term Loans, such assignee is a Lender, an Affiliate of a Lender or an Approved Fund) and (ii) if in respect of any Revolving Facility Commitment or Revolving Facility Loan, the L/C Issuer, that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment) or (2) terminate the Commitments of such Lender and prepay such Lender on a non-pro rata basis; provided, that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee or the Borrower (as applicable) (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (ii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. Nothing in this Section 2.19 shall be deemed to prejudice any rights that the Borrower may have against any Lender that is a Defaulting Lender. No action by or consent of the removed Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price.

(c) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.08 requires the consent of all of the Lenders affected or all Lenders (or all Lenders of a particular Class affected or all Lenders of a particular Class) and with respect to which the Required Lenders (or the

Majority Lenders of the relevant Facility) shall have granted their consent, then the Borrower may, at its option and its sole expense (including with respect to the processing and recordation fee referred to in Section 9.04(b)(ii)(B)) to (1) require such Non-Consenting Lender to assign and delegate, without recourse, all interests, rights and obligations under this Agreement with respect to the applicable Class(es) of Loans, and its Commitments hereunder to one or more assignees reasonably acceptable to (i) the Administrative Agent (unless, in the case of an assignment of Term Loans, such assignee is a Lender, an Affiliate of a Lender or an Approved Fund) and (ii) if in respect of any Revolving Facility Commitment or Revolving Facility Loan, the L/C Issuer or (2) terminate the Commitments of such Non-Consenting Lender and prepay such Lender on a non-pro rata basis; provided, that: (a) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced or terminated shall be paid in full to such Non-Consenting Lender concurrently with such assignment or termination (including any amount payable pursuant to Section 2.11(a)) and (b) the replacement Lender, if any, shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. No action by or consent of the Non-Consenting Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of such purchase price.

SECTION 2.20. Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any Eurocurrency Loans in any currency, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make or continue Eurocurrency Loans in such currency or to convert ABR Borrowings to Eurocurrency Borrowings shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall upon demand from such Lender (with a copy to the Administrative Agent) to either (i) in the case of Loans denominated in Dollars if the affected Lender may lawfully continue to maintain such Loans as Eurocurrency Loans until the last day of such Interest Period, convert all Eurocurrency Loans of such Lender to ABR Loans on the last day of such Interest Period (or, otherwise, immediately convert such Eurocurrency Loans to ABR Loans) or (ii) prepay such Eurocurrency Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

SECTION 2.21. Incremental Commitments.

(a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments and/or Incremental Revolving Facility Commitments, as applicable, in an amount not to exceed the Incremental Amount at the time such Incremental Commitments are established from one or more Incremental Term Lenders and/or Incremental Revolving Facility Lenders (which may include any existing Lender) willing to provide such Incremental Term Loans and/or Incremental Revolving Facility Commitments, as the case may be, in their own discretion. Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments and/or Incremental Revolving Facility Commitments being requested (which shall be in minimum increments of \$5.0 million and a minimum amount of \$20.0 million or equal to the remaining Incremental Amount or in each case such lesser amount approved by the Administrative Agent), (ii) the date on which such Incremental Term Loan Commitments and/or Incremental Revolving Facility Commitments are requested to become effective (the "Increased Amount Date"), (iii) in the case of Incremental Term Loan Commitments, whether such Incremental Term Loan Commitments are to be commitments to make term loans with terms identical to Term B Loans or commitments to make term loans with pricing terms and/or amortization and/or participation in mandatory prepayments or commitment reductions and/or maturity and/or other terms different from the Term B Loans ("Other Term Loans") and (iv) in the case of Incremental Revolving Facility Commitments, whether such Incremental Revolving Facility

Commitments are to be commitments to make additional Revolving Facility Loans on the same terms as the Initial Revolving Loans or commitments to make revolving loans with pricing terms and/or participation in mandatory prepayments or commitment reductions and/or maturity and/or other terms different from the Initial Revolving Loans (“Other Revolving Loans”).

(b) The Borrower and each Incremental Term Lender and/or Incremental Revolving Facility Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of such Incremental Term Lender and/or Incremental Revolving Facility Commitment of such Incremental Revolving Facility Lender. Each Incremental Assumption Agreement shall specify the terms of the applicable Incremental Term Loans and/or Incremental Revolving Facility Commitments; provided, that

(i) except as to pricing, amortization, final maturity date, participation in mandatory prepayments and ranking as to security (which shall, subject to clause (ii) through (iv) of this proviso, be determined by the Borrower and the Incremental Term Lenders in their sole discretion), the Other Term Loans shall have (x) terms substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms and conditions, taken as a whole, applicable to the Term B Loans (except for covenants and other provisions applicable only to periods after the latest Term Facility Maturity Date existing at the time of incurrence of such additional Term Facility), or (y) such other terms as shall be reasonably satisfactory to the Administrative Agent,

(ii) the Other Term Loans shall rank pari passu or, at the option of the Borrower, junior in right of security with the Term B Loans, or be unsecured (provided, that if such Other Term Loans rank junior in right of security with the Term B Loans, such Other Term Loans shall be subject to a Permitted Junior Intercreditor Agreement and, for the avoidance of doubt, Other Term Loans that rank junior in right of security or are unsecured shall be established pursuant to separate facilities from the Term B Loans and shall not be subject to clause (viii) below),

(iii) the final maturity date of any Other Term Loans shall be no earlier than the latest Term Facility Maturity Date in effect on the date of incurrence,

(iv) the Weighted Average Life to Maturity of any Other Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term B Loans (without giving effect to any amortization or prepayments on the Term B Loans or Other Term Loans),

(v) except as to pricing, final maturity date, participation in mandatory prepayments and commitment reductions and ranking as to security (which shall, subject to clause (vi) and (vii) of this proviso, be determined by the Borrower and the Incremental Revolving Facility Lenders in their sole discretion), the Other Revolving Loans shall have (x) terms substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than the terms and conditions, taken as a whole, applicable to the Initial Revolving Loans (except for covenants or other provisions applicable only to periods after the latest Revolving Facility Maturity Date existing at the time of incurrence of such Incremental Revolving Facility Commitments) or (y) such other terms as shall be reasonably satisfactory to the Administrative Agent,

(vi) the Other Revolving Loans shall rank pari passu or, at the option of the Borrower, junior in right of security with the Initial Revolving Loans or be unsecured (provided, that if such Other Revolving Loans rank junior in right of security with the Initial Revolving Loans, such Other Revolving Loans shall be subject to a Permitted Junior Intercreditor Agreement and, for the avoidance of doubt, Other Revolving Loans that rank junior in right of security or are unsecured shall be established pursuant to separate facilities from the Initial Revolving Loans),



(vii) the final maturity date of any Other Revolving Loans shall be no earlier than the Revolving Facility Maturity Date with respect to the Initial Revolving Loans,

(viii) with respect to any Other Term Loan incurred prior to the twelve-month anniversary of the Closing Date pursuant to clause (a) of this Section 2.21 that ranks pari passu in right of security with the Term B Loans, the All-in Yield shall be the same as that applicable to the Term B Loans on the Closing Date, except that the All-in Yield in respect of any such Other Term Loan may exceed the All-in Yield in respect of such Term B Loans on the Closing Date by no more than 0.50%, or if it does so exceed such All-in Yield (such difference, the “Term Yield Differential”) then the Applicable Margin (or the “LIBOR floor” as provided in the following proviso) applicable to such Term B Loans shall be increased such that after giving effect to such increase, the Term Yield Differential shall not exceed 0.50%; provided that, to the extent any portion of the Term Yield Differential is attributable to a higher “LIBOR floor” being applicable to such Other Term Loans, such floor shall only be included in the calculation of the Term Yield Differential to the extent such floor is greater than the higher of the Adjusted Eurocurrency Rate in effect for an Interest Period of three months’ duration at such time and the “LIBOR floor” applicable to the initial Term B Loans, and, with respect to such excess, the “LIBOR floor” applicable to the outstanding Term B Loans shall be increased to an amount not to exceed the “LIBOR floor” applicable to such Other Term Loans prior to any increase in the Applicable Margin applicable to such Term B Loans then outstanding,

(ix) there shall be no obligor in respect of any Incremental Term Loan Commitments or Incremental Revolving Facility Commitments that is not a Loan Party;

(x) there shall be no collateral security for any Incremental Term Loan Commitments or Incremental Revolving Facility Commitments other than the Collateral; and

(xi) any Incremental Term Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any mandatory repayments or prepayments or commitment reductions hereunder, and any Incremental Revolving Facility Commitments may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any mandatory commitment reductions hereunder.

Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitments and/or Incremental Revolving Facility Commitments evidenced thereby as provided for in Section 9.08(e) (including, without limitation, any amendment to Section 2.10(a) as may be necessary to reflect the amortization of any such Incremental Term Loans, including in the case of any Incremental Term Loan that is intended to be “fungible” with any existing series of Term Loans, any customary adjustments necessary to provide for such “fungibility”). Any amendment to this Agreement or any other Loan Document that is necessary to effect the provisions of this Section 2.21 and any such collateral and other documentation shall be deemed “Loan Documents” hereunder and such deemed amendment may be memorialized in writing by the Administrative Agent with the Borrower’s consent (not to be unreasonably withheld) and furnished to the other parties hereto.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment or Incremental Revolving Facility Commitment shall become effective under this Section 2.21 unless on the date of such effectiveness, (A) to the extent required by the relevant Incremental Assumption Agreement, the conditions set forth in clause (c) of Section 4.01 shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Responsible Officer of the Borrower and (B) if such Incremental Term Loan Commitment or Incremental Revolving Facility Commitment is established for a purpose other than financing any Permitted Business Acquisition or any other acquisition or Investment that is permitted by this Agreement, no Event of Default under Section 7.01(b), (c), (h) (with respect to the Borrower and the Master Lease Tenants) or (i) (with respect to the Borrower and the Master Lease Tenants) shall have occurred and be continuing or would result therefrom.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that (i) all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of the outstanding applicable Class of Term Loans on a pro rata basis, and (ii) all Revolving Facility Loans in respect of Incremental Revolving Facility Commitments (other than Other Revolving Loans), when originally made, are included in each Borrowing of the applicable Class of outstanding Revolving Facility Loans on a pro rata basis. The Borrower agrees that Section 2.16 shall apply to any conversion of Eurocurrency Loans to ABR Loans reasonably required by the Administrative Agent to effect the foregoing.

(e) Notwithstanding anything to the contrary in this Agreement, including Section 2.11(a) or Section 2.18(c) (which provisions shall not be applicable to clauses (e) through (i) of this Section 2.21), pursuant to one or more offers made from time to time by the Borrower to all Lenders of any Class of Term Loans and/or Revolving Facility Commitments, on a pro rata basis (based, in the case of an offer to the Lenders under any Class of Term Loans, on the aggregate outstanding Term Loans of such Class and, in the case of an offer to the Lenders under any Revolving Facility, on the aggregate outstanding Revolving Facility Commitments under such Revolving Facility, as applicable) and on the same terms ("Pro Rata Extension Offers"), the Borrower is hereby permitted to consummate transactions with individual Lenders from time to time to extend the maturity date of such Lender's Loans and/or Commitments of such Class and to otherwise modify the terms of such Lender's Loans and/or Commitments of such Class pursuant to the terms of the relevant Pro Rata Extension Offer (including without limitation increasing the interest rate or fees payable in respect of such Lender's Loans and/or Commitments and/or modifying the amortization schedule in respect of such Lender's Loans). For the avoidance of doubt, the reference to "on the same terms" in the preceding sentence shall mean, in the case of an offer to the Lenders under any Class of Term Loans, that all of the Term Loans of such Class and, in the case of an offer to the Lenders under any Revolving Facility, that all of the Revolving Facility Commitments in respect of such Revolving Facility are, in each case, offered to be extended for the same amount of time and that the interest rate changes and fees payable with respect to such extension are the same. Any such extension (an "Extension") agreed to between the Borrower and any such Lender (an "Extending Lender") will be established under this Agreement by implementing an Incremental Term Loan for such Lender (if such Lender is extending an existing Term Loan (such extended Term Loan, an "Extended Term Loan")) or an Incremental Revolving Facility Commitment for such Lender (if such Lender is extending an existing Revolving Facility Commitment (such extended Revolving Facility Commitment, an "Extended Revolving Facility Commitment")).

(f) The Borrower and each Extending Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Extended Term Loans and/or Extended Revolving Facility Commitments of such Extending Lender. Each Incremental Assumption Agreement shall specify the terms of the applicable Extended Term Loans and/or Extended Revolving Facility Commitments; provided that (i) except as to interest rates, fees, any other pricing terms, amortization,

final maturity date and participation in prepayments and commitment reductions (which shall, subject to clauses (ii) and (iii) of this proviso, be determined by the Borrower and set forth in the Pro Rata Extension Offer and shall not be subject to the provisions set forth in Section 2.21(b)(viii)), the Extended Term Loans shall have (x) terms substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms and conditions, taken as a whole, applicable to the existing Class of Term Loans (except for covenants and other provisions applicable only to periods after the latest Term Facility Maturity Date existing at the time of incurrence of such Extended Term Loan), or (y) such other terms as shall be reasonably satisfactory to the Administrative Agent, (ii) the final maturity date of any Extended Term Loans shall be no earlier than the latest Term Facility Maturity Date in effect on the date of incurrence, (iii) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Class of Term Loans to which such offer relates (without giving effect to any amortization or prepayments on such Class of Term Loans), (iv) except as to interest rates, fees, any other pricing terms, participation in mandatory prepayments and commitment reductions and final maturity (which shall be determined by the Borrower and set forth in the Pro Rata Extension Offer), any Extended Revolving Facility Commitment shall have (x) terms substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms and conditions, taken as a whole, applicable to the existing Class of Revolving Facility Commitments (except for covenants and other provisions applicable only to periods after the latest Revolving Facility Maturity Date existing at the time of incurrence of such Extended Revolving Facility Commitments) or (y) have such other terms as shall be reasonably satisfactory to the Administrative Agent, and (v) any Extended Term Loans and/or Extended Revolving Facility Commitments may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any mandatory repayments or prepayments hereunder. Upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Extended Term Loans and/or Extended Revolving Facility Commitments evidenced thereby as provided for in Section 9.08(e). Any such deemed amendment may be memorialized in writing by the Administrative Agent with the Borrower's consent (not to be unreasonably withheld) and furnished to the other parties hereto. If provided in any Incremental Assumption Agreement with respect to any Extended Revolving Facility Commitments, and with the consent of each L/C Issuer, participations in Letters of Credit shall be reallocated to lenders holding such Extended Revolving Facility Commitments in the manner specified in such Incremental Assumption Agreement, including upon effectiveness of such Extended Revolving Facility Commitment or upon or prior to the maturity date for any Class of Revolving Facility Commitments.

(g) Upon the effectiveness of any such Extension, the applicable Extending Lender's Term Loan will be automatically designated an Extended Term Loan and/or such Extending Lender's Revolving Facility Commitment will be automatically designated an Extended Revolving Facility Commitment. For purposes of this Agreement and the other Loan Documents, (i) if such Extending Lender is extending a Term Loan, such Extending Lender will be deemed to have an Incremental Term Loan having the terms of such Extended Term Loan and (ii) if such Extending Lender is extending a Revolving Facility Commitment, such Extending Lender will be deemed to have an Incremental Revolving Facility Commitment having the terms of such Extended Revolving Facility Commitment.

(h) Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including without limitation this Section 2.21), (i) the aggregate amount of Extended Term Loans and Extended Revolving Facility Commitments will not be included in the calculation of the Incremental Amount, (ii) no Extended Term Loan or Extended Revolving Facility Commitment is required to be in any minimum amount or any minimum increment, (iii) any Extending Lender may extend all or any portion of its Term Loans and/or Revolving Facility Commitment pursuant to one or more Pro Rata Extension Offers (subject to applicable proration in the case of over participation) (including the extension of any Extended Term Loan and/or Extended Revolving Facility Commitment),

(iv) there shall be no condition to any Extension of any Loan or Commitment at any time or from time to time other than notice to the Administrative Agent of such Extension and the terms of the Extended Term Loan or Extended Revolving Facility Commitment implemented thereby and (v) all Extended Term Loans, Extended Revolving Facility Commitments and all obligations in respect thereof shall be Loan Obligations of the relevant Loan Parties under this Agreement and the other Loan Documents that are secured by the Collateral on a pari passu basis with all other Obligations of the relevant Loan Parties under this Agreement and the other Loan Documents.

(i) Each Extension shall be consummated pursuant to procedures set forth in the associated Pro Rata Extension Offer; provided that the Borrower shall cooperate with the Administrative Agent prior to making any Pro Rata Extension Offer to establish reasonable procedures with respect to mechanical provisions relating to such Extension, including, without limitation, timing, rounding and other adjustments.

(j) Notwithstanding anything to the contrary in this Agreement, including Section 2.11(a) or Section 2.18(c) (which provisions shall not be applicable to clause (j) through (o) of this Section 2.21), the Borrower may by written notice to the Administrative Agent establish one or more additional tranches of term loans under this Agreement (such loans, "Refinancing Term Loans"), the net cash proceeds of which are used to Refinance in whole or in part any Class of Term Loans. Each such notice shall specify the date (each, a "Refinancing Effective Date") on which the Borrower proposes that the Refinancing Term Loans shall be made, which shall be a date not less than five Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion); provided that:

(i) before and after giving effect to the borrowing of such Refinancing Term Loans on the Refinancing Effective Date each of the conditions set forth in Section 4.01 shall be satisfied to the extent required by the relevant Incremental Assumption Agreement governing such Refinancing Term Loans (except that no Default or Event of Default pursuant to Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing);

(ii) the final maturity date of the Refinancing Term Loans shall be no earlier than the Term Facility Maturity Date of the refinanced Term Loans;

(iii) the Weighted Average Life to Maturity of such Refinancing Term Loans shall be no shorter than the then-remaining Weighted Average Life to Maturity of the refinanced Term Loans (without giving effect to any amortization or prepayments on such Class of Term Loans);

(iv) the aggregate principal amount of the Refinancing Term Loans shall not exceed the outstanding principal amount of the refinanced Term Loans plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith; and

(v) all other terms applicable to such Refinancing Term Loans (other than provisions relating to original issue discount, upfront fees, interest rates or any other pricing terms (which original issue discount, upfront fees, interest rates and other pricing terms shall not be subject to the provisions set forth in Section 2.21(b) (viii)) and optional prepayment or mandatory prepayment or redemption terms which shall be as agreed between the Borrower and the Lenders providing such Refinancing Term Loans) taken as a whole shall be substantially similar to, or not materially more favorable to the Lenders providing such Refinancing Term Loans than, the terms, taken as a whole, applicable to the Term B Loans (except to the extent such covenants and other terms apply solely to any period after the Term B Facility Maturity Date or are otherwise reasonably acceptable to the Administrative Agent), as determined by the Borrower in good faith. In addition, notwithstanding the foregoing, the Borrower may establish

Refinancing Term Loans to refinance and/or replace all or any portion of a Revolving Facility Commitment (regardless of whether Revolving Facility Loans are outstanding under such Revolving Facility Commitments at the time of incurrence of such Refinancing Term Loans), so long as (1) the aggregate amount of such Refinancing Term Loans does not exceed the aggregate amount of Revolving Facility Commitments terminated at the time of incurrence thereof plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith and (2) if the Revolving Facility Credit Exposure outstanding on the Refinancing Effective Date would exceed the aggregate amount of Revolving Facility Commitments outstanding in each case after giving effect to the termination of such Revolving Facility Commitments, the Borrower shall take one or more of the actions contemplated by Section 2.11(d) such that such Revolving Facility Credit Exposure does not exceed such aggregate amount of Revolving Facility Commitments in effect on the Refinancing Effective Date after giving effect to the termination of such Revolving Facility Commitments (it being understood that such Refinancing Term Loans may be provided by the Lenders holding the Revolving Facility Commitments being terminated and/or by any other Person that would be a permitted Assignee hereunder).

(k) The Borrower may approach any Lender or any other Person that would be a permitted Assignee pursuant to Section 9.04 to provide all or a portion of the Refinancing Term Loans; provided that any Lender offered or approached to provide all or a portion of the Refinancing Term Loans may elect or decline, in its sole discretion, to provide a Refinancing Term Loan. Any Refinancing Term Loans made on any Refinancing Effective Date shall be designated an additional Class of Term Loans for all purposes of this Agreement; provided that any Refinancing Term Loans may, to the extent provided in the applicable Incremental Assumption Agreement, be designated as an increase in any previously established Class of Term Loans made to the Borrower.

(l) Notwithstanding anything to the contrary in this Agreement, including Section 2.11(a) and Section 2.18(c) (which provisions shall not be applicable to clauses (l) through (o) of this Section 2.21), the Borrower may by written notice to the Administrative Agent establish one or more additional Facilities providing for revolving commitments ("Replacement Revolving Facility Commitments") and the revolving loans thereunder, ("Replacement Revolving Loans"), which replaces in whole or in part any Class of Revolving Facility Commitments under this Agreement. Each such notice shall specify the date (each, a "Replacement Revolving Facility Effective Date") on which the Borrower proposes that the Replacement Revolving Facility Commitments shall become effective, which shall be a date not less than five Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion); provided that: (i) before and after giving effect to the establishment of such Replacement Revolving Facility Commitments on the Replacement Revolving Facility Effective Date each of the conditions set forth in Section 4.01 shall be satisfied to the extent required by the relevant Incremental Assumption Agreement governing such Refinancing Term Loans (except that no Default or Event of Default pursuant to Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing); (ii) after giving effect to the establishment of any Replacement Revolving Facility Commitments and any concurrent reduction in the aggregate amount of any other Revolving Facility Commitments, the aggregate amount of Revolving Facility Commitments shall not exceed the aggregate amount of the Revolving Facility Commitments outstanding immediately prior to the applicable Replacement Revolving Facility Effective Date plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith; (iii) no Replacement Revolving Facility Commitments shall have a final maturity date prior to the Revolving Facility Maturity Date of the Revolving Facility Commitments being replaced; (iv) all other terms applicable to such Replacement Revolving Facility (other than provisions relating to (x) fees, interest rates and other pricing terms and prepayment and commitment reduction and optional redemption terms which shall be as agreed between the Borrower and the Lenders providing such Replacement Revolving Facility Commitments and (y) the amount of any letter of credit

sublimit under such Replacement Revolving Facility which shall be as agreed between the Borrower, the Lenders providing such Replacement Revolving Facility Commitments, the Administrative Agent and the Replacement L/C Issuer, if any, under such Replacement Revolving Facility Commitments) taken as a whole shall be substantially similar to, or not materially more favorable to the Lenders providing such Replacement Revolving Facility Commitments than, those, taken as a whole, applicable to the then outstanding Revolving Facility (except to the extent such covenants and other terms apply solely to any period after the latest final maturity of the Revolving Facility Commitments in effect on the date of incurrence of such Replacement Revolving Facility Commitments or are otherwise reasonably acceptable to the Administrative Agent) as determined by the Borrower in good faith. In addition, the Borrower may establish Replacement Revolving Facility Commitments to refinance and/or replace all or any portion of a Term Loan hereunder (regardless of whether such Term Loan is repaid with the proceeds of Replacement Revolving Loans or otherwise), so long as the aggregate amount of such Replacement Revolving Facility Commitments does not exceed the aggregate amount of Term Loans repaid at the time of establishment thereof plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith (it being understood that such Replacement Revolving Facility Commitment may be provided by the Lenders holding the Term Loans being repaid and/or by any other Person that would be a permitted Assignee hereunder).

(m) The Borrower may approach any Lender or any other Person that would be a permitted Assignee of a Revolving Facility Commitment pursuant to Section 9.04 (such Person, a “Replacement Revolving Lender”) to provide all or a portion of the Replacement Revolving Facility Commitments; provided that any Lender offered or approached to provide all or a portion of the Replacement Revolving Facility Commitments may elect or decline, in its sole discretion, to provide a Replacement Revolving Facility Commitment. Any Replacement Revolving Facility Commitment made on any Replacement Revolving Facility Effective Date shall be designated an additional Class of Revolving Facility Commitments for all purposes of this Agreement; provided that any Replacement Revolving Facility Commitments may, to the extent provided in the applicable Incremental Assumption Agreement, be designated as an increase in any previously established Class of Revolving Facility Commitments.

(n) On any Replacement Revolving Facility Effective Date, subject to the satisfaction of the foregoing terms and conditions, each of the Lenders with Replacement Revolving Facility Commitments of such Class shall purchase from each of the other Lenders with Replacement Revolving Facility Commitments of such Class, at the principal amount thereof and in the applicable currencies, such interests in the Replacement Revolving Loans and participations in Letters of Credit under such Replacement Revolving Facility Commitments of such Class then outstanding on such Replacement Revolving Facility Effective Date as shall be necessary in order that, after giving effect to all such assignments and purchases, the Replacement Revolving Loans and participations of such Replacement Revolving Facility Commitments of such Class will be held by the Lenders thereunder ratably in accordance with their Replacement Revolving Credit Percentages.

(o) For purposes of this Agreement and the other Loan Documents, (i) if a Lender is providing a Refinancing Term Loan, such Lender will be deemed to have an Incremental Term Loan having the terms of such Refinancing Term Loan and (ii) if a Lender is providing a Replacement Revolving Facility Commitment, such Lender will be deemed to have an Incremental Revolving Facility Commitment having the terms of such Replacement Revolving Facility Commitment. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document (including without limitation this Section 2.21), (i) the aggregate amount of Refinancing Term Loans and Replacement Revolving Facility Commitments will not be included in the calculation of the Incremental Amount, (ii) no Refinancing Term Loan or Replacement Revolving Facility Commitment is required to be in any minimum amount or any minimum increment, (iii) there shall be no condition to any incurrence of any

Refinancing Term Loan or Replacement Revolving Facility Commitment at any time or from time to time other than those set forth in clauses (j) or (l) above, as applicable, and (iv) all Refinancing Term Loans, Replacement Revolving Facility Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a pari passu basis with all other Obligations under this Agreement and the other Loan Documents.

(p) Notwithstanding anything in the foregoing to the contrary, (i) for the purpose of determining the number of outstanding Eurocurrency Borrowings upon the incurrence of any Incremental Revolving Facility Commitments or Incremental Term Loan Commitments, (x) to the extent the last date of Interest Periods for multiple Eurocurrency Borrowings under the Term Facilities fall on the same day, such Eurocurrency Borrowings shall be considered a single Eurocurrency Borrowing and (y) to the extent the last date of Interest Periods for multiple Eurocurrency Borrowings under the Revolving Facilities fall on the same day, such Eurocurrency Borrowings shall be considered a single Eurocurrency Borrowing and (ii) the initial Interest Period with respect to any Eurocurrency Borrowing of Incremental Revolving Facility Commitments or Incremental Term Loan Commitments may, at the Borrower's option, be of a duration of a number of Business Days that is less than one month, and the Adjusted Eurocurrency Rate with respect to such initial Interest Period shall be the same as the Adjusted Eurocurrency Rate applicable to any then-outstanding Eurocurrency Borrowing as the Borrower may direct, so long as the last day of such initial Interest Period is the same as the last day of the Interest Period with respect to such outstanding Eurocurrency Borrowing.

#### SECTION 2.22. Defaulting Lenders.

(i) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender under any Revolving Facility becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable laws, rules and regulations of any Governmental Authority, during any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each Non-Defaulting Lender under any such Revolving Facility to acquire, refinance or fund participations in Letters of Credit pursuant to Section 2.05, the "Revolving Facility Percentage" of each Non-Defaulting Lender under such Revolving Facility shall be computed without giving effect to the Revolving Facility Commitment of that Defaulting Lender; provided, that, (i) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (ii) the aggregate obligation of each Non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit under such Revolving Facility in connection with such reallocation shall not exceed the Available Unused Commitment of such Lender.

(ii) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "Required Lenders," "Required Revolving Facility Lenders" or "Majority Lenders," as applicable, and Section 9.08.

(iii) Cash Collateral. To the extent the reallocation pursuant to clause (i) above is insufficient for any reason to cover the L/C Issuer's Fronting Exposure to a Defaulting Lender, the Borrower shall Cash Collateralize such uncovered Fronting Exposure pursuant to arrangements reasonably satisfactory to the Administrative Agent.

(iv) Limitation on Letters of Credit. Notwithstanding anything to the contrary set forth herein, so long as any Lender is a Defaulting Lender, no L/C Issuer shall have any obligation to issue, amend or renew any Letter of Credit at any time there is Fronting Exposure unless the L/C Issuer is satisfied that it will have no Fronting Exposure after giving effect thereto.

(v) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of a Defaulting Lender on account of its Loans or participations under the applicable Class of Revolving Facility Commitments (whether voluntary or mandatory, at maturity, following an Event of Default or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.06, shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuer hereunder; *third*, if so determined by the Administrative Agent or requested by the L/C Issuer, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders or the L/C Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the L/C Issuer against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.22(v) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(vi) Certain Fees. (A) No Defaulting Lender shall be entitled to receive any Commitment Fee for any period during which that Lender is a Defaulting Lender.

(B) Each Defaulting Lender shall be entitled to receive L/C Participation Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its pro rata share of the stated amount of Letters of Credit for which it has provided Cash Collateral.

(C) With respect to any Commitment Fee or L/C Participation Fee not required to be paid to any Defaulting Lender pursuant to clause (vi)(A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letters of Credit that has been reallocated to such Non-Defaulting Lender pursuant to clause (vii) below, (y) pay to each L/C Issuer the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(vii) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letters of Credit shall be reallocated among the Non-Defaulting Lenders of the applicable Revolving Facility in accordance with their respective pro rata Commitments under such Revolving Facility (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 4.01 are satisfied at the time of such reallocation and (y) such reallocation does not cause the aggregate Revolving Facility Credit Exposure of



any Non-Defaulting Lender under such Revolving Facility to exceed such Non-Defaulting Lender's Revolving Facility Commitment under such Revolving Facility. Subject to Section 9.24, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(viii) Defaulting Lender Cure. If the Borrower, the Administrative Agent and the L/C Issuer agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Facility Loans and funded and unfunded participations in Letters of Credit under the applicable Revolving Facility to be held on a pro rata basis by the Lenders in accordance with their Revolving Facility Percentages under such Revolving Facility (without giving effect to Section 2.22(i)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

### ARTICLE III Representations and Warranties

On the date of each Credit Event, the Borrower represents and warrants to each of the Lenders that:

SECTION 3.01. Organization; Powers. Except as set forth on Schedule 3.01, the Borrower and each of the Material Subsidiaries (a) is a partnership, limited liability company or corporation duly organized, validly existing and in good standing (or, if applicable in a foreign jurisdiction, enjoys the equivalent status under the laws of any jurisdiction of organization outside the United States) under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted, (c) is qualified to do business in each jurisdiction where such qualification is required, except where the failure so to qualify would not reasonably be expected to have a Material Adverse Effect, and (d) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and, in the case of the Borrower, to borrow and otherwise obtain credit hereunder.

SECTION 3.02. Authorization. The execution, delivery and performance by the Borrower and each of the Subsidiary Loan Parties of each of the Loan Documents to which it is a party, and the borrowings hereunder and the Transactions (a) have been duly authorized by all corporate, stockholder, partnership or limited liability company action required to be obtained by the Borrower and such Subsidiary Loan Parties and (b) will not (i) violate (A) any provision of law (including Gaming Laws), statute, rule or regulation applicable to the Borrower or any such Subsidiary Loan Party, (B) any provision of the certificate or articles of incorporation or other constitutive documents (including any partnership, limited liability company or operating agreements or by-laws) of the Borrower or any such Subsidiary Loan Party, (C) any applicable order of any court or any rule, regulation or order of any Governmental Authority applicable to the Borrower or any such Subsidiary Loan Party or (D) any

provision of any indenture, certificate of designation for preferred stock, agreement or other instrument to which the Borrower or any such Subsidiary Loan Party is a party or by which any of them or any of their property is or may be bound, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, give rise to a right of or result in any cancellation or acceleration of any right or obligation (including any payment) or to a loss of a material benefit under any such indenture, certificate of designation for preferred stock, agreement or other instrument, where any such conflict, violation, breach or default referred to in clause (i) or (ii) of this Section 3.02(b), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iii) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by the Borrower or any such Subsidiary Loan Party, other than the Liens created by the Loan Documents and Permitted Liens.

SECTION 3.03. Enforceability. This Agreement has been duly executed and delivered by the Borrower in accordance with the Plan of Reorganization and Confirmation Order and constitutes, and each other Loan Document when executed and delivered by each Loan Party that is party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against each such Loan Party in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, in each case that may be commenced after the date hereof, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), (iii) implied covenants of good faith and fair dealing and (iv) any foreign laws, rules and regulations as they relate to pledges of Equity Interests in Foreign Subsidiaries that are not Loan Parties.

SECTION 3.04. Governmental Approvals. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required for the execution, delivery of performance of each Loan Document to which the Borrower or any Subsidiary Loan Party is a party, except for (a) the filing of Uniform Commercial Code financing and continuation statements, (b) filings with the United States Patent and Trademark Office and the United States Copyright Office and any successor offices, (c) recordation of the Mortgages, (d) such actions, consents and approvals under Gaming Laws or from Gaming Authorities the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect, (e) such as have been made or obtained and are in full force and effect, (f) such other actions, consents and approvals the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect and (g) filings or other actions listed on Schedule 3.04.

SECTION 3.05. Financial Statements.

(a) The financial statements delivered in accordance with Section 4.02(i) present fairly in all material respects the consolidated financial position of Caesars Entertainment Operating Company, Inc. and its consolidated subsidiaries as of the dates and for the periods referred to therein and the results of operations and, if applicable, cash flows for the periods then ended, and except as set forth on Schedule 3.05, were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, except, in the case of interim period financial statements, for the absence of notes and for normal year-end adjustments and except as otherwise noted therein.

(b) The pro forma financial statements delivered in accordance with Section 4.02(j) have been prepared in good faith based on assumptions believed by the Borrower to have been reasonable as of the date of delivery thereof (it being understood that such assumptions are based on good faith estimates of certain items and that the actual amount of such items on the Closing Date is subject to change), and present fairly in all material respects on a pro forma basis the estimated financial position of CEC and its consolidated subsidiaries as at December 31, 2016, assuming that the Transactions had

actually occurred at such date, and the results of operations of CEC and its consolidated subsidiaries for the twelve-month period ended December 31, 2016, assuming that the Transactions and the Emergence Restructuring Transactions had actually occurred on the first day of such twelve-month period.

SECTION 3.06. No Material Adverse Effect. After the Closing Date, there has been no event or circumstance that has had or would reasonably be expected to have a Material Adverse Effect.

SECTION 3.07. Title to Properties; Possession Under Leases.

(a) Each of the Borrower and its Subsidiaries has valid title in fee simple or equivalent to, or valid leasehold interests in, or easements or other limited property interests in, all its Real Properties (including all Mortgaged Properties) and has valid title to its personal property and assets, in each case, except for Permitted Liens and except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens. Schedule 3.07(a) sets forth a true, complete and correct list of all Mortgaged Properties as of the Closing Date.

(b) As of the Closing Date, (i) each of the Borrower and its Subsidiaries has complied with all material obligations under all leases (including the Master Leases) to which it is a party, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect and (ii) all such leases (including the Master Leases) are in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have a Material Adverse Effect. The Borrower has delivered to Administrative Agent a true, complete and correct copy of each Master Lease, as in effect on the Closing Date.

(c) As of the Closing Date, none of the Borrower or the Subsidiaries has received any written notice of any pending or contemplated condemnation proceeding affecting any material portion of the Mortgaged Properties or any sale or disposition thereof in lieu of condemnation that remains unresolved as of the Closing Date.

(d) As of the Closing Date, none of the Borrower or the Subsidiaries is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein, except as permitted under Section 6.02 or 6.05 or as would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.08. Subsidiaries.

(a) Schedule 3.08(a) sets forth as of the Closing Date the name and jurisdiction of incorporation, formation or organization of each Subsidiary of the Borrower and, as to each such Subsidiary, the percentage of each class of Equity Interests owned by the Borrower or by any such Subsidiary.

(b) As of the Closing Date, after giving effect to the Transactions, there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors (or entities controlled by directors) and shares held by directors (or entities controlled by directors)) relating to any Equity Interests in the Borrower or any of the Subsidiaries, except as set forth on Schedule 3.08(b).

SECTION 3.09. Litigation; Compliance with Laws.

(a) Except as set forth on Schedule 3.09, there are no actions, suits or proceedings at law or in equity or by or on behalf of any Governmental Authority or in arbitration now pending, or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any of the Subsidiaries or any business, property or rights of any such person which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) None of the Borrower, the Subsidiaries and their respective properties or assets is in violation of (nor will the continued operation of their material properties and assets as currently conducted violate) any law (including the USA PATRIOT Act), rule or regulation (including any zoning, building, ordinance, code or approval or any building permit, but excluding any Environmental Laws, which are subject to Section 3.16) or any restriction of record or agreement affecting any Mortgaged Property, or is in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) The Borrower and each Subsidiary are in compliance in all material respects with all Gaming Laws that are applicable to them and their businesses, except where a failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.10. Federal Reserve Regulations.

(a) None of the Borrower and the Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(b) Neither the making of any Loan (or the extension of any Letter of Credit) hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, Regulation U or Regulation X of the Board. No part of the proceeds of any Loan or any Letter of Credit will be used for any purpose that violates Regulation T, Regulation U or Regulation X.

SECTION 3.11. Investment Company Act. None of the Borrower and the Subsidiaries is required to be registered as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.12. Use of Proceeds. (a) The Borrower will use the proceeds of the Revolving Facility Loans, and may request the issuance of Letters of Credit, solely for general corporate purposes (including, without limitation, for Restricted Payments, Permitted Business Acquisitions and project development and, in the case of Letters of Credit, for the back-up or replacement of existing letters of credit and for the avoidance of doubt, the Borrower may request the issuance of Letters of Credit for the account of any subsidiary or any other Person designated by the Borrower, in each case for general corporate purposes of such subsidiary or other Person); provided the amount of Revolving Facility Loans incurred on the Closing Date to finance the Transactions, pay Transaction Expenses and fund any ordinary course working capital requirements of the Borrower and its Subsidiaries shall not exceed \$50.0 million and (b) the Borrower will use the proceeds of the initial Term B Loans made on the Closing Date to finance a portion of the Transactions and for the payment of Transaction Expenses.

SECTION 3.13. Tax Returns.

(a) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Borrower and the Subsidiaries has filed or caused to be filed all federal, state, local and non-U.S. Tax returns required to have been filed by it (including in its capacity as withholding agent) and each such Tax return is true and correct;

(b) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Borrower and the Subsidiaries has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments due and payable by it (and made adequate provision (in accordance with GAAP) for the payment of all Taxes not yet due and payable) through the date of the applicable Credit Event, including in its capacity as a withholding agent (except Taxes or assessments that are being contested in good faith by appropriate proceedings in accordance with Section 5.03 and for which the Borrower or any of the Subsidiaries (as the case may be) has set aside on its books adequate reserves in accordance with GAAP); and

(c) Other than as would not be, individually or in the aggregate, reasonably expected to have a Material Adverse Effect, with respect to each of the Borrower and the Subsidiaries, there are no claims being asserted in writing with respect to any Taxes.

SECTION 3.14. No Material Misstatements.

(a) All written factual information (other than the Projections, estimates, forward-looking information and information of a general economic nature or general industry nature) (the “Information”) concerning the Borrower, the Subsidiaries, the Transactions and any other transactions contemplated hereby included in the Information Memorandum or otherwise prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or the Administrative Agent in connection with the Transactions or the other transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders and as of the Closing Date and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made (giving effect to all supplements and updates provided thereto prior to the date hereof).

(b) The Projections, estimates and other forward-looking information and information of a general economic nature prepared by or on behalf of the Borrower or any of its representatives and that have been made available to any Lenders or the Administrative Agent in connection with the Transactions or the other transactions contemplated hereby (i) have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the date thereof (it being understood that such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurances can be given that the projected results will be realized), as of the date such Projections and estimates were furnished to the Lenders and as of the Closing Date, and (ii) as of the Closing Date, have not been modified in any material respect by the Borrower.

SECTION 3.15. Employee Benefit Plans. Except as set forth on Schedule 3.15 or would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect: (i) each Plan that is, or has in the five years preceding the date of this Agreement been, sponsored or

maintained by the Borrower or any Subsidiary is in compliance with the applicable provisions of ERISA and the Code; (ii) no Reportable Event has occurred during the past five years as to which the Borrower, any Subsidiary or any ERISA Affiliate was required to file a report with the PBGC, other than reports that have been filed; (iii) as of the most recent valuation date preceding the date of this Agreement, no Plan has any material Unfunded Pension Liability; (iv) no ERISA Event has occurred or is reasonably expected to occur; (v) none of the Borrower, its Subsidiaries or the ERISA Affiliates (A) has received any written notification that any Multiemployer Plan is in reorganization or has been terminated within the meaning of Title IV of ERISA, or has knowledge that any Multiemployer Plan is reasonably expected to be in reorganization or to be terminated or (B) has incurred or is reasonably expected to incur any withdrawal liability to any Multiemployer Plan; and (vi) none of the Borrower or its Subsidiaries has engaged in a "prohibited transaction" (as defined in Section 406 of ERISA and Code Section 4975) in connection with any employee pension benefit plan (as defined in Section 3(2) of ERISA) that would subject the Borrower or any Subsidiary to tax.

SECTION 3.16. Environmental Matters. Except as set forth on Schedule 3.16 and except as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) no written notice has been received by the Borrower or any of its Subsidiaries, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the Borrower's knowledge, threatened which allege a violation of any Environmental Laws, in each case relating to the Borrower or any of its Subsidiaries, (ii) each of the Borrower and the Subsidiaries has all environmental permits, licenses and other approvals necessary for its operations to comply with all Environmental Laws and is in compliance with the terms of such permits, licenses and other approvals and with all other Environmental Laws, (iii) no Hazardous Material is located at, on or under any property currently owned, operated or leased or, to the Borrower's knowledge, formerly owned, operated or leased, by the Borrower or any of its Subsidiaries that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws, and no Hazardous Material has been generated, owned, treated, stored, handled or controlled by the Borrower or any of its Subsidiaries or transported to or Released at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Borrower or any of its Subsidiaries under any Environmental Laws and (iv) there are no agreements in which the Borrower or any of its Subsidiaries has expressly assumed or undertaken responsibility for any known or reasonably likely liability or obligation of any other person arising under or relating to Environmental Laws, which in any such case has not been made available to the Administrative Agent prior to the date hereof.

SECTION 3.17. Security Documents.

(a) The Collateral Agreement is effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. As of the Closing Date, in the case of the Pledged Collateral described in the Collateral Agreement, when certificates or promissory notes, as applicable, representing such Pledged Collateral and required to be delivered under the applicable Security Document are delivered to the Collateral Agent, and in the case of the other Collateral described in the Collateral Agreement (other than the Intellectual Property (as defined in the Collateral Agreement)), when financing statements and other filings specified in the Perfection Certificate are filed in the offices specified in the Perfection Certificate, the Collateral Agent (for the benefit of the Secured Parties) shall have a perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and, subject to Section 9-315 of the New York Uniform Commercial Code, the proceeds thereof, as security for the Obligations to the extent perfection in such Collateral can be obtained by filing Uniform Commercial Code financing statements, in each case prior and superior in right to the Lien of any other person (except for Permitted Liens).

(b) When the Collateral Agreement or IP Security Agreements (as defined in the Collateral Agreement) are properly filed in the United States Patent and Trademark Office and the United States Copyright Office, and, with respect to Collateral in which a security interest cannot be perfected by such filings, upon the proper filing of the financing statements referred to in paragraph (a) above, the Collateral Agent (for the benefit of the Secured Parties) shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties thereunder in the domestic registered or pending copyrights, patents and trademarks included in the Collateral, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens (it being understood that subsequent recordings in the United States Patent and Trademark Office and the United States Copyright Office may be necessary to perfect a Lien on registered trademarks and patents, trademark and patent applications and registered copyrights acquired by the Loan Parties after the Closing Date).

(c) The Mortgages, if any, executed and delivered on the Closing Date are, and the Mortgages executed and delivered after the Closing Date pursuant to Section 5.10 and Section 5.11 will be, effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) a legal, valid and enforceable Lien on all of the applicable Loan Parties' right, title and interest in and to the Mortgaged Property thereunder and the proceeds thereof, and when such Mortgages are filed or recorded in the proper real estate filing or recording offices, and all relevant mortgage taxes and recording charges are duly paid, the Collateral Agent (for the benefit of the Secured Parties) shall have valid Liens with record notice to third parties on, and security interest in, all right, title, and interest of the applicable Loan Parties in such Mortgaged Property and, to the extent applicable, subject to Section 9-315 of the Uniform Commercial Code, the proceeds thereof, in each case prior and superior in right to the Lien of any other person, except for Permitted Liens.

(d) Notwithstanding anything herein (including this Section 3.17) or in any other Loan Document to the contrary, (i) each of the parties hereto acknowledges and agrees that licensing by the Gaming Authorities may be required to enforce and/or exercise or foreclose upon certain security interests and such enforcement and/or exercise or foreclosure may be otherwise limited by the Gaming Laws and (ii) no Loan Party makes any representation or warranty as to the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Equity Interests in any Foreign Subsidiary, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law.

#### SECTION 3.18. Location of Real Property and Leased Premises.

(a) The Perfection Certificate completely and correctly identifies, in all material respects, as of the Closing Date all Owned Real Property owned by the Loan Parties. As of the Closing Date, the Loan Parties own in fee all the Owned Real Property set forth as being owned by them in the Perfection Certificate except to the extent set forth therein.

(b) The Perfection Certificate lists correctly in all material respects, as of the Closing Date, all Material Leased Real Property that is leased by the Loan Parties as the lessee and the addresses thereof. As of the Closing Date, the Loan Parties have in all material respects valid leases in all the Material Leased Real Property set forth as being leased by them as the lessee in the Perfection Certificate except to the extent set forth therein.

#### SECTION 3.19. Solvency.

(a) On the Closing Date, immediately after giving effect to the Transactions, (i) the fair value of the assets of the Borrower and the Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and the

Subsidiaries on a consolidated basis; (ii) the present fair saleable value of the property of the Borrower and the Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and the Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower and the Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower and the Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

(b) On the Closing Date, immediately after giving effect to the consummation of the Transactions, the Borrower does not intend to, and the Borrower does not believe that it or any of its subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such subsidiary and the timing and amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such subsidiary.

SECTION 3.20. Labor Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes pending or threatened against the Borrower or any of the Subsidiaries; (b) the hours worked and payments made to employees of the Borrower and the Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (c) all payments due from the Borrower or any of the Subsidiaries or for which any claim may be made against the Borrower or any of the Subsidiaries, on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the Borrower or such Subsidiary to the extent required by GAAP. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, the consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any material collective bargaining agreement to which the Borrower or any of the Subsidiaries (or any predecessor) is a party or by which the Borrower or any of the Subsidiaries (or any predecessor) is bound.

SECTION 3.21. [Reserved].

SECTION 3.22. Intellectual Property; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect and except as set forth in Schedule 3.22, (a) the Borrower and each of its Subsidiaries owns, or possesses the right to use, all of the patents, trademarks, service marks or trade names, copyrights or mask works, domain names, data, databases, trade secrets, applications and registrations for any of the foregoing (collectively, "Intellectual Property Rights") that are reasonably necessary for the operation of their respective businesses, (b) to the best knowledge of the Borrower, the Borrower and the Subsidiaries are not interfering with, infringing upon, misappropriating or otherwise violating Intellectual Property Rights of any person, and (c) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened.

SECTION 3.23. Senior Debt. The Obligations constitute "Senior Debt" (or the equivalent thereof) and "Designated Senior Debt" (or the equivalent thereof, if any) under the documentation governing any Material Indebtedness of any Loan Party permitted to be incurred hereunder constituting Indebtedness that is subordinated in right of payment to the Loan Obligations.

SECTION 3.24. Anti-Money Laundering; Anti-Corruption and Sanctions Laws.

(a) No Loan Party, none of its subsidiaries and to the knowledge of each Loan Party, none of the respective officers, directors, brokers or agents of such Loan Party or such subsidiary (in their respective capacities as such) has violated in any material respect or is in violation in any material respect of any applicable Anti-Money Laundering Law.



(b) The Loan Parties have implemented and maintain in effect policies and procedures reasonably designed to promote compliance in all material respects by the Loan Parties, their Subsidiaries and their respective directors, officers, employees and agents (in their respective capacities as such) with the U.S. Foreign Corrupt Practices Act, as amended, and all other anti-corruption laws applicable to the Borrower and its Subsidiaries (“Anti-Corruption Laws”) and applicable Sanctions, and the Loan Parties and their Subsidiaries and, to the knowledge of the Loan Parties, their respective officers, directors, employees and agents (in their respective capacities as such), are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.

(c) No Loan Party, none of its Subsidiaries and, to the knowledge of each Loan Parties, (i) none of the respective officers, directors or employees of such Loan Party or such Subsidiary, and (ii) none of the respective brokers or agents of such Loan Party or such Subsidiary that is acting or benefiting in any capacity in connection with the Loans, is a Sanctioned Person.

(d) Except to the extent permissible for a person required to comply with Sanctions, the Borrower will not, directly or indirectly, use any proceeds of the Loans or Letters of Credit, or lend, contribute or otherwise make available such proceeds to any person for the purpose of financing activities or business of or with any person or in any country or territory that, at the time of funding or facilitation, is a Sanctioned Person or a Sanctioned Country.

(e) No part of the proceeds of the Loans will be used, directly or indirectly, to make any payment to any person in violation of any Anti-Corruption Laws.

SECTION 3.25. Insurance. Schedule 3.25 sets forth a true, complete and correct description, in all material respects, of all material insurance (excluding any title insurance) maintained by or on behalf of the Borrower or the Subsidiaries as of the Closing Date. As of such date, such insurance is in full force and effect.

#### ARTICLE IV Conditions of Lending

The obligations of (a) the Lenders to make Loans and (b) any L/C Issuer to permit any L/C Credit Extension hereunder (each, a “Credit Event”) are subject to the satisfaction (or waiver in accordance with Section 9.08) of the following conditions:

SECTION 4.01. All Credit Events. On the date of each Borrowing and on the date of each L/C Credit Extension (in each case of clauses (b) and (c) below, other than in connection with Incremental Term Loans or Incremental Revolving Facility Commitments to the extent not required by the Lenders providing such Incremental Term Loans or Incremental Revolving Facility Commitments, as set forth in the applicable Incremental Assumption Agreement):

(a) The Administrative Agent shall have received, in the case of a Borrowing, a Borrowing Request as required by Section 2.03 (or a Borrowing Request shall have been deemed given in accordance with the last paragraph of Section 2.03) or, in the case of an L/C Credit Extension, the applicable L/C Issuer and the Administrative Agent shall have received a Letter of Credit Application as required by Section 2.05(b).

(b) (i) In the case of each Credit Event that occurs on the Closing Date, the representations and warranties made in respect of the Borrower, and, to the extent applicable, the Subsidiary Loan Parties, in Sections 3.01(a) and (d), 3.02(a) and (b)(i)(B), 3.03, 3.10, 3.11, 3.17 (limited to creation, validity and perfection except as provided in the last paragraph of Section 4.02), 3.19 and 3.24 (limited to the use of proceeds of the Credit Events occurring on the Closing Date) shall be true and correct in all material respects as of such date; and (ii) in the case of each other Credit Event that occurs after the Closing Date (other than an amendment, extension or renewal of a Letter of Credit without any increase in the stated amount of such Letter of Credit), the representations and warranties set forth in the Loan Documents shall be true and correct in all material respects as of such date, in each case, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(c) In the case of each Credit Event that occurs after the Closing Date, at the time of and immediately after such Borrowing or L/C Credit Extension (other than an amendment, extension or renewal of a Letter of Credit without any increase in the stated amount of such Letter of Credit), as applicable, no Event of Default or Default shall have occurred and be continuing.

Each such Borrowing (subject to the immediately preceding paragraph) and each such L/C Credit Extension shall be deemed to constitute a representation and warranty by the Borrower on the date of such Borrowing or L/C Extension as to the matters specified in paragraphs (b) and (c) of this Section 4.01.

SECTION 4.02. First Credit Event. On or prior to the Closing Date:

(a) The Administrative Agent (or its counsel) shall have received from each of the Borrower, the L/C Issuer and the Lenders (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of this Agreement by facsimile or other means of electronic transmission (e.g., “pdf”)) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received, on behalf of itself, the Lenders and each L/C Issuer, a written opinion of (i) Latham & Watkins LLP, special counsel for the Loan Parties and (ii) each local counsel specified on Schedule 4.02(b), in each case (A) dated the Closing Date, (B) addressed to each L/C Issuer, the Administrative Agent and the Lenders and (C) in form and substance consistent with similar transactions for the Borrower and reasonably satisfactory to the Administrative Agent covering such matters relating to the Loan Documents as the Administrative Agent shall reasonably request.

(c) The Administrative Agent shall have received a certificate of the Secretary, Assistant Secretary, Responsible Officer or similar officer of each Loan Party dated the Closing Date and certifying:

(i) a copy of the certificate or articles of incorporation, certificate of limited partnership, certificate of formation or other equivalent constituent and governing documents, including all amendments thereto, of such Loan Party, (1) in the case of a corporation, certified as of a recent date by the Secretary of State (or other similar official) of the jurisdiction of its organization, or (2) otherwise certified by a Responsible Officer of such Loan Party or other person duly authorized by the constituent documents of such Loan Party,

(ii) a certificate as to the good standing (to the extent such concept or a similar concept exists under the laws of such jurisdiction) of such Loan Party as of a recent date from such Secretary of State (or other similar official),

(iii) that attached thereto is a true and complete copy of the by-laws (or partnership agreement, limited liability company agreement or other equivalent constituent and governing documents) of such Loan Party as in effect on the Closing Date and at all times since a date prior to the date of the resolutions described in clause (iv) below,

(iv) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Loan Party (or its managing general partner or managing member) authorizing the execution, delivery and performance of the Loan Documents dated as of the Closing Date to which such person is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Closing Date,

(v) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party, and

(vi) as to the absence of any pending proceeding for the dissolution or liquidation of such Loan Party or, to the knowledge of such person, threatening the existence of such Loan Party.

(d) The Administrative Agent shall have received a completed Perfection Certificate, dated the Closing Date and signed by a Responsible Officer of CEOC, LLC, together with all attachments contemplated thereby, and the results of a search of the Uniform Commercial Code (or equivalent), tax and judgment, United States Patent and Trademark Office and United States Copyright Office filings made with respect to the Loan Parties in the jurisdictions contemplated by the Perfection Certificate and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by such financing statements (or similar documents) are Permitted Liens or have been, or will be simultaneously or substantially concurrently with the closing under this Agreement, released (or arrangements reasonably satisfactory to the Administrative Agent for such release shall have been made).

(e) The Lenders shall have received a solvency certificate substantially in the form of Exhibit I and signed by a Financial Officer of CEOC, LLC confirming the solvency of the Borrower and the Subsidiaries on a consolidated basis after giving effect to the Transactions on the Closing Date.

(f) The Agents shall have received all fees payable thereto or to any Lender on or prior to the Closing Date and, to the extent invoiced, all other amounts due and payable pursuant to the Loan Documents on or prior to the Closing Date, including, to the extent invoiced at least three Business Days prior to the Closing Date, reimbursement or payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of Davis Polk & Wardwell LLP) required to be reimbursed or paid by the Loan Parties hereunder or under any Loan Document (which amounts may be offset against the proceeds of the Term B Facility and the Revolving Facility).

(g) Except as set forth in Schedule 5.10 (which, for the avoidance of doubt, shall override the applicable clauses of the definition of “Collateral and Guarantee Requirement” for the purposes of this Section 4.02) and subject to the grace periods and post-closing periods set forth in such definition, the Collateral and Guarantee Requirement shall be satisfied (or waived pursuant to the terms hereof) as of the Closing Date.

(h) The Administrative Agent shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information required by Section 9.20, to the extent such information has been requested not less than ten (10) Business Days prior to the Closing Date.

(i) The Arrangers shall have received (a) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Caesars Entertainment Operating Company, Inc. and its subsidiaries, for the two most recently completed fiscal years ended at least 90 days before the Closing Date and (b) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Caesars Entertainment Operating Company, Inc. and its subsidiaries, for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited financial statements have been provided pursuant to clause (a) hereof, in each case prepared in accordance with GAAP in all material respects (provided, that notwithstanding the foregoing, the unaudited consolidated financial statements in the form of, and containing information similar to, those available in respect of the fiscal quarters ended March 31, 2016, June 30, 2016 and September 30, 2016 at <http://investor.caesars.com/ceoc-financials.cfm> on the date of the Commitment Letter shall be deemed to satisfy the requirements of this clause (b)). Caesars Entertainment Operating Company, Inc.'s public filings with the Securities and Exchange Commission of any required audited financial statements on Form 10-K or required unaudited financial statements on Form 10-Q, in each case, will satisfy the requirements under clauses (a) or (b) of this Section 4.01(i).

(j) The Arrangers shall have received a pro forma consolidated balance sheet and a related pro forma consolidated statement of income of CEC and its subsidiaries as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Closing Date, or, if the most recently completed fiscal period is the end of a fiscal year, ended at least 90 days before the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statement of income), which need not be prepared in compliance with Regulations S-X of the Securities Act, nor include adjustments for fresh start accounting or purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)).

(k) On the Closing Date, after giving effect to the Transactions and the other transactions contemplated hereby, neither the Borrower nor any of the Subsidiaries shall have any third party Indebtedness of the type described in clause (a) of the definition thereof other than (i) the Loans and other extensions of credit under this Agreement, (ii) Indebtedness of Foreign Subsidiaries, (iii) Indebtedness that is contemplated by, or permitted to remain outstanding pursuant to the Plan of Reorganization and (iv) other Indebtedness incurred in the ordinary course of business of the Borrower and its Subsidiaries for capital expenditures and working capital purposes.

(l) Since February 17, 2017, there shall not have occurred any Borrower Material Adverse Effect.

(m) (a) The Bankruptcy Court shall have entered the Confirmation Order, which shall (i) not be stayed, (ii) be in full force and effect, (iii) be final and non-appealable, and (iv) not have been reversed, vacated, amended, supplemented, or otherwise modified in any manner materially adverse to the interests of the Lenders without the consent of the Arrangers (such consent not to be

unreasonably withheld, delayed, denied or conditioned), it being agreed that the Arrangers shall be deemed to have consented to any such amendment, supplement, waiver or modification described in this clause (a) unless they shall object thereto within five (5) Business Days after receipt from the Borrower of written notice thereof, (b) the Plan of Reorganization shall have become effective in accordance with its terms, and all conditions precedent to the effectiveness of the Plan of Reorganization shall have been, or substantially contemporaneously with the closing of the Facilities, will be, satisfied in all material respects or waived (solely to the extent that such waiver is materially adverse to the interest of the Lenders, with the prior consent of the Arrangers (such consent not to be unreasonably withheld, delayed, denied or conditioned)), it being agreed that the Arrangers shall be deemed to have consented to any such waiver described in this clause (b) unless they shall object thereto within five (5) Business Days after receipt from the Borrower of written notice of such waiver, (c) the Restructuring Transactions as described and defined in the Plan of Reorganization to occur on the effective date of the Plan of Reorganization shall have been consummated, or substantially concurrently with the closing of the Facilities will be consummated, on the Closing Date, (d) the Debtors shall have delivered an executed release agreement for the benefit of the Arrangers and the Lenders in the form of Exhibit P and (e) the Debtors shall be in compliance in all material respects with the Confirmation Order.

(n) The Borrower shall have filed with the Bankruptcy Court at least three (3) Business Days prior to the Closing Date, a "Plan Supplement" (as defined in the Plan of Reorganization) containing a substantially final draft of this Agreement with respect to the Facilities.

(o) Each Master Lease, each MLSA and each Master Lease Intercreditor Agreement shall have become, or substantially concurrently with the Closing Date shall become, effective.

(p) The Borrower shall have received all material governmental and regulatory (including gaming) approvals necessary to effect the Transactions on the terms contemplated by this Agreement and by the Plan of Reorganization.

(q) CEOC, LLC shall have delivered to the Administrative Agent a certificate dated as of the Closing Date, to the effect set forth in Section 4.01(b)(i) and Section 4.02(l) hereof.

For purposes of determining compliance with the conditions specified in this Section 4.02, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by the Loan Documents shall have received notice from such Lender prior to the Closing Date specifying its objection thereto and, in the case of a Borrowing, such Lender shall not have made available to the Administrative Agent such Lender's ratable portion of the initial Borrowing.

Notwithstanding anything to the contrary, it is understood that to the extent any security interest in the intended Collateral or any deliverable (including those referred to in Sections 4.02(d) and (g)) related to the perfection of security interests in the intended Collateral (other than any Collateral the security interest in which may be perfected by the filing of a UCC financing statement or the possession of the stock certificates (if any) of the Borrower or any Wholly Owned Domestic Subsidiary) is not or cannot be provided and/or perfected on the Closing Date (1) without undue burden or expense or (2) after the Borrower has used commercially reasonable efforts to do so, then the provision and/or perfection of such security interest(s) or deliverable shall not constitute a condition precedent to the availability of the Commitments on the Closing Date but, to the extent otherwise required hereunder, shall be delivered after the Closing Date in accordance with Section 5.10.

ARTICLE V  
Affirmative Covenants

The Borrower covenants and agrees with each Lender that until the Termination Date, unless the Required Lenders shall otherwise consent in writing, the Borrower will, and will cause each of the Subsidiaries to:

SECTION 5.01. Existence; Businesses and Properties.

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except, in the case of a Subsidiary of the Borrower, where the failure to do so would not reasonably be expected to have a Material Adverse Effect, and except as otherwise permitted under Section 6.05; provided that the Borrower may liquidate or dissolve one or more Subsidiaries if the assets of such Subsidiaries (to the extent they exceed estimated liabilities) are acquired by the Borrower or a Wholly-Owned Subsidiary of the Borrower in such liquidation or dissolution, except that the Borrower and Subsidiary Loan Parties may not be liquidated into Subsidiaries that are not Loan Parties and Domestic Subsidiaries may not be liquidated into Foreign Subsidiaries (except in each case as otherwise permitted under Section 6.05).

(b) Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, do or cause to be done all things necessary to (i) lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, patents, trademarks, service marks, trade names, copyrights, licenses and rights with respect thereto necessary to the normal conduct of its business, and (ii) at all times maintain and preserve all property necessary to the normal conduct of its business and keep such property in good repair, working order and condition (ordinary wear and tear excepted), from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith, if any, may be properly conducted at all times (in each case except as permitted by this Agreement).

SECTION 5.02. Insurance.

(a) Maintain, with financially sound and reputable insurance companies, insurance (subject to customary deductibles and retentions) in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations and cause the Loan Parties to be listed as insured and the Collateral Agent to be listed as a co-loss payee on property and property casualty policies and as an additional insured on liability policies. Notwithstanding the foregoing, the Borrower and the Subsidiaries may self-insure with respect to such risks with respect to which companies of established reputation engaged in the same general line of business in the same general area usually self-insure.

(b) With respect to any Mortgaged Properties, if at any time the area in which the Premises (as defined in the Mortgages) are located is designated a “flood hazard area” in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency) the Borrower and the Subsidiaries shall obtain flood insurance to the extent required to comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as it may be amended from time to time.

(c) In connection with the covenants set forth in this Section 5.02, it is understood and agreed that:

(i) none of the Administrative Agent, the Lenders, the L/C Issuer and their respective agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 5.02, it being understood that (A) the Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Lenders, any L/C Issuer or their agents or employees. If, however, the insurance policies, as a matter of the internal policy of such insurer, do not provide waiver of subrogation rights against such parties, as required above, then the Borrower, on behalf of itself and behalf of its Subsidiaries, hereby agrees, to the extent permitted by law, to waive, and further agrees to cause each of its Subsidiaries to waive, its right of recovery, if any, against the Administrative Agent, the Lenders, any L/C Issuer and their agents and employees;

(ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent under this Section 5.02 shall in no event be deemed a representation, warranty or advice by the Administrative Agent or the Lenders that such insurance is adequate for the purposes of the business of the Borrower and the Subsidiaries or the protection of their properties; and

(iii) the amount and type of insurance that each of the Borrower and its Subsidiaries has in effect as of the Closing Date satisfies for all purposes the requirements of this Section 5.02.

SECTION 5.03. Taxes. Pay and discharge promptly when due all Taxes, imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all material lawful claims which, if unpaid, might give rise to a Lien (other than a Permitted Lien) upon such properties or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such Tax, assessment, charge, levy or claim where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and the Borrower or the affected Subsidiary, as applicable, shall have set aside on its books adequate reserves in accordance with GAAP with respect thereto or (b) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 5.04. Financial Statements, Reports, etc. Furnish to the Administrative Agent (which will promptly furnish such information to the Lenders):

(a) Within 105 days (or such longer time period as specified in the SEC's rules and regulations with respect to non-accelerated filers for the filing of annual reports on Form 10-K), following the end of each fiscal year (commencing with the fiscal year ending December 31, 2017), a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the financial position of the Borrower and its consolidated subsidiaries as of the close of such fiscal year and the consolidated results of their operations during such year and setting forth in comparative form the corresponding figures for the prior fiscal year, which consolidated balance sheet and related statements of operations, cash flows and owners' equity shall be audited by independent public accountants of recognized national standing and accompanied by an opinion of such accountants (which opinion shall not be qualified as to scope of audit or as to the status of the Borrower or any Material Subsidiary as a going concern, other than solely with respect to, or resulting solely from an upcoming maturity date under any series of Indebtedness occurring within one year from the time such opinion is delivered or potential inability to satisfy a financial maintenance covenant under any series of Indebtedness on a future date or in a future period) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Borrower and its

consolidated subsidiaries on a consolidated basis in accordance with GAAP (it being understood that the delivery by the Borrower of annual reports on Form 10-K of the Borrower and its consolidated subsidiaries shall satisfy the requirements of this Section 5.04(a) to the extent such annual reports include the information specified herein);

(b) Within 60 days (or such longer time period as specified in the SEC's rules and regulations with respect to non-accelerated filers for the filing of quarterly reports on Form 10-Q) (or, in the case of the first three fiscal quarters for which quarterly financial statements are required to be delivered hereunder, within 75 days following the end of such fiscal quarter), following the end of each of the first three fiscal quarters of each fiscal year (commencing with the fiscal quarter ending March 31, 2018), a consolidated balance sheet and related statements of operations and cash flows showing the financial position of the Borrower and its consolidated subsidiaries as of the close of such fiscal quarter and the consolidated results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year and setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year, all of which shall be in reasonable detail and which consolidated balance sheet and related statements of operations and cash flows shall be certified by a Financial Officer of the Borrower on behalf of the Borrower as fairly presenting, in all material respects, the financial position and results of operations of the Borrower and its consolidated subsidiaries on a consolidated basis in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) (it being understood that the delivery by the Borrower of quarterly reports on Form 10-Q of the Borrower and its consolidated subsidiaries shall satisfy the requirements of this Section 5.04(b) to the extent such quarterly reports include the information specified herein);

(c) (x) concurrently with any delivery of financial statements under paragraphs (a) or (b) above, a customary certificate of a Financial Officer of the Borrower (i) certifying that no Event of Default or Default has occurred since the date the last certificate delivered pursuant to this Section 5.04(c) or, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (ii) commencing with the fiscal quarter ending on the last day of the first full fiscal quarter after the Closing Date, but not including any fiscal quarter that ends during a Covenant Suspension Period, setting forth computations in reasonable detail calculating the Financial Performance Covenant, and (y) concurrently with any delivery of financial statements under paragraph (a) above, if the accounting firm is not restricted from providing such a certificate by its policies, a certificate of the accounting firm opining on or certifying such statements stating whether they obtained knowledge during the course of their examination of such statements of any Default or Event of Default (which certificate may be limited to accounting matters and disclaim responsibility for legal interpretations);

(d) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials filed by the Borrower or any of the Subsidiaries with the SEC, or after an initial public offering, distributed to its stockholders generally, as applicable; provided, however, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this paragraph (d) shall be deemed delivered for purposes of this Agreement when posted to the website of the Borrower or the website of the SEC;

(e) within 105 days after the beginning of each fiscal year (or such later date as the Administrative Agent may agree), a reasonably detailed consolidated annual budget for such fiscal year (including a projected consolidated balance sheet of the Borrower and its consolidated subsidiaries as of the end of the following fiscal year, and the related consolidated statements of



projected cash flow and projected income), including a description of underlying assumptions with respect thereto (collectively, the “Budget”), which Budget shall in each case be accompanied by the statement of a Financial Officer of the Borrower to the effect that, the Budget is based on assumptions believed by such Financial Officer to be reasonable as of the date of delivery thereof;

(f) upon the reasonable request of the Administrative Agent not more frequently than once a year unless an Event of Default has occurred and is continuing, an updated Perfection Certificate (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this paragraph (f) or Section 5.10(f);

(g) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Borrower or any of the Subsidiaries (including without limitation with regard to compliance with the USA PATRIOT Act), or compliance with the terms of any Loan Document, any Master Lease or any MLSA related to a Master Lease as in each case the Administrative Agent may reasonably request (for itself or on behalf of the Lenders);

(h) in the event that CEC or any Parent Entity reports at CEC or such Parent Entity’s level on a consolidated basis, then such consolidated reporting at CEC or such Parent Entity’s level in a manner consistent with that described in paragraphs (a) and (b) of this Section 5.04 for the Borrower will satisfy the requirements of such paragraph; *provided* that such financial statements are accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Borrower and its consolidated subsidiaries, on the one hand, and the information relating to CEC or such Parent Entity on a stand-alone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of the Borrower as having been fairly presented in all material respects; and

(i) no later than ten (10) Business Days after the delivery of the financial statements required pursuant to clauses (a) and (b) of this Section 5.04, commencing with the financial statements for the first full fiscal period ending after the Closing Date, upon request of the Administrative Agent, the Borrower shall hold a customary conference call for Lenders; provided, that if CEC hosts a conference call to which the Lenders have access, such conference call will satisfy the requirements of this Section 5.04(i).

SECTION 5.05. Litigation and Other Notices. Furnish to the Administrative Agent (which will promptly thereafter furnish to the Lenders) written notice of the following promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof:

(a) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any person to file or commence, any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority (including any action, suit or proceeding by or subject to decision by any Gaming Authority) or in arbitration, against the Borrower or any of the Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any other development specific to the Borrower or any of the Subsidiaries that is not a matter of general public knowledge and that has had, or would reasonably be expected to have, a Material Adverse Effect;

(d) the development or occurrence of any ERISA Event that, together with all other ERISA Events that have developed or occurred, would reasonably be expected to have a Material Adverse Effect;

(e) promptly after the same are available, copies of any written communication to the Borrower or any of its Subsidiaries from any Gaming Authority advising it of a material violation of, or material non-compliance with, any Gaming Law by the Borrower or any of its Subsidiaries;

(f) (i) any material amendment or material modification of any Master Lease or MLSA related to a Master Lease, (ii) receipt of written notice from CPLV Manager, Non-CPLV Manager, CPLV Landlord, Non-CPLV Landlord or CEC of any "Default" or "Event of Default" under, and as defined in, the applicable MLSA related to a Master Lease or termination of any MLSA related to a Master Lease and (iii) receipt of a written notice from CPLV Landlord or Non-CPLV Landlord of a "Default" or "Event of Default" under and as defined in, the applicable Master Lease or notice of termination of the applicable Master Lease; and

(g) the Borrower's determination of the commencement or termination of a Covenant Suspension Period.

SECTION 5.06. Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, including ERISA and all Gaming Laws, except that the Borrower and the Subsidiaries need not comply with any laws, rules, regulations and orders of any Governmental Authority then being contested by any of them in good faith by appropriate proceedings, and except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that this Section 5.06 shall not apply to Environmental Laws, which are the subject of Section 5.09, or to laws related to Taxes, which are the subject of Section 5.03, or to Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, which are the subject of Section 3.24. The Loan Parties will maintain in effect and enforce policies and procedures reasonably designed to promote compliance in all material respects by the Loan Parties, their Subsidiaries and their respective directors, officers, employees and agents (in their respective capacities as such) with Anti-Corruption Laws and Sanctions applicable to the Loan Parties and their Subsidiaries.

SECTION 5.07. Maintaining Records; Access to Properties and Inspections. Maintain all financial records in accordance with GAAP and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender to visit and inspect the financial records and the properties of the Borrower or any of the Subsidiaries at reasonable times, upon reasonable prior notice to the Borrower, and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any persons designated by the Administrative Agent or, upon the occurrence and during the continuance of an Event of Default, any Lender upon reasonable prior notice to the Borrower to discuss the affairs, finances and condition of the Borrower or any of the Subsidiaries with the officers thereof and independent accountants therefor (so long as the Borrower has the opportunity to participate in any such discussions with such accountants), in each case, subject to reasonable requirements of confidentiality, including requirements imposed by law or by contract.

SECTION 5.08. Use of Proceeds. Use the proceeds of the Loans in the manner set forth in Section 3.12.

SECTION 5.09. Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other persons occupying its properties to comply, with all Environmental Laws applicable to its operations and properties; and obtain and renew all authorizations and permits required pursuant to Environmental Law for its operations and properties, in each case in accordance with Environmental Laws, except, in each case with respect to this Section 5.09, to the extent the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.10. Further Assurances; Additional Security.

(a) Execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, Mortgages and other documents and recordings of Liens in stock registries), that the Collateral Agent may reasonably request, to satisfy the Collateral and Guarantee Requirement and to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties and provide to the Collateral Agent, from time to time upon reasonable request, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents, subject in each case to paragraph (g) below. If Collateral Agent reasonably determines that it is required by any laws, rules, regulations and orders of any Governmental Authority to have appraisals prepared in respect of the Real Property of any Loan Party constituting Collateral, Borrower shall (i) reimburse Collateral Agent for appraisals that satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of FIRREA, and (ii) make commercially reasonable efforts to comply with all reasonable requirements to obtain any such appraisals.

(b) If any asset (other than Real Property, which is covered by paragraph (c) below) that has an individual fair market value (as determined in good faith by the Borrower) in an amount greater than \$25.0 million is acquired by any Loan Party after the Closing Date (in each case other than (x) assets constituting Collateral under a Security Document that become subject to the Lien of such Security Document upon acquisition thereof and (y) assets constituting Excluded Property), such Loan Party will (i) promptly as practicable notify the Collateral Agent thereof and (ii) take or cause the Subsidiary Loan Parties to take such actions as shall be reasonably requested by the Collateral Agent to grant and perfect such Liens (subject to any Permitted Liens), including actions described in paragraph (a) of this Section, all at the expense of the Loan Parties, subject to paragraph (g) below.

(c) Promptly notify the Administrative Agent of the acquisition or lease (which for this clause (c) shall include the improvement of any Real Property that was not Owned Real Property or Material Leased Real Property that results in it qualifying as Owned Real Property or Material Leased Real Property) of and, unless waived by the Collateral Agent, will grant and cause each of the Subsidiary Loan Parties to grant to the Collateral Agent security interests in, and mortgages on, such Owned Real Property or Material Leased Real Property of any Loan Parties that are not Mortgaged Property as of the Closing Date, to the extent acquired or leased after the Closing Date, within 90 days after such acquisition (or such later date as the Collateral Agent may agree in its reasonable discretion), pursuant to documentation substantially in the form of Exhibit D-1, Exhibit D-2, Exhibit D-3 or Exhibit D-4 or in such other form as is reasonably satisfactory to the Collateral Agent (each, an “Additional Mortgage”) and constituting valid and enforceable Liens subject to no other Liens except Permitted Liens at the time of recordation thereof, record or file, and cause each such Subsidiary Loan Party to record or file, the Additional Mortgage or instruments related thereto in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be

granted pursuant to the Additional Mortgages and pay, and cause each such Subsidiary Loan Party to pay, in full, all Taxes, fees and other charges required to be paid in connection therewith, in each case subject to paragraph (g) below. Unless otherwise waived by the Collateral Agent, with respect to each such Additional Mortgage, the Borrower shall deliver to the Collateral Agent contemporaneously therewith a flood hazard determination (along with an executed borrower's notice and evidence of insurance as necessary), leasehold documentation, including an estoppel and consent agreement and a recorded lease or memorandum thereof, as necessary, opinions of local counsel, a title insurance policy and a survey and otherwise comply with the Collateral and Guarantee Requirements applicable to Mortgages and Mortgaged Property. Notwithstanding the foregoing in this paragraph (c), to the extent that the Borrower anticipates in good faith (1) delivering a Project Notice to the Administrative Agent with respect to any such Owned Real Property or Material Leased Real Property acquired or leased after the Closing Date within forty-five (45) days following such acquisition or lease and (2) that such Project Notice would result in the release of a Mortgage securing the Obligations pursuant to Section 5.11(a) (if there were a Mortgage on such Owned Real Property or Material Leased Real Property), then the Borrower shall not be required to deliver an Additional Mortgage with respect to such Owned Real Property or Material Leased Real Property pursuant to this paragraph (c) (and such Owned Real Property or Material Leased Real Property will instead be subject to Section 5.11 below). If the Borrower has not delivered a Project Notice with respect to such Owned Real Property or Material Leased Real Property within such forty-five (45) day period, then the Borrower shall promptly take the actions required to be taken pursuant to this paragraph (c).

(d) If any additional direct or indirect Subsidiary of the Borrower is formed or acquired after the Closing Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary is a Wholly-Owned Domestic Subsidiary (other than an Excluded Subsidiary), within fifteen (15) Business Days after the date such Wholly-Owned Domestic Subsidiary is formed or acquired (or such longer period as the Collateral Agent may reasonably agree), notify the Collateral Agent thereof and, within twenty (20) Business Days after the date such Wholly-Owned Domestic Subsidiary is formed or acquired or such longer period as the Collateral Agent shall agree (or, with respect to clauses (g) and (h) of the definition of "Collateral and Guarantee Requirement," within 90 days after such formation or acquisition or such longer period as set forth therein or as the Collateral Agent may agree in its reasonable discretion, as applicable), cause the Collateral and Guarantee Requirement to be satisfied with respect to such Domestic Subsidiary and with respect to any Equity Interest in or Indebtedness of such Domestic Subsidiary owned by or on behalf of any Loan Party, subject in each case to paragraph (g) below.

(e) If any additional Foreign Subsidiary of the Borrower is formed or acquired after the Closing Date (with any Subsidiary Redesignation resulting in an Unrestricted Subsidiary becoming a Subsidiary being deemed to constitute the acquisition of a Subsidiary) and if such Subsidiary constitutes a "first tier" Foreign Subsidiary of a Loan Party, within fifteen (15) Business Days after the date such Foreign Subsidiary is formed or acquired (or such longer period as the Collateral Agent may agree), notify the Collateral Agent thereof and, within twenty (20) Business Days after the date such Foreign Subsidiary is formed or acquired or such longer period as the Collateral Agent shall agree, cause the Collateral and Guarantee Requirement to be satisfied with respect to any Equity Interest in such Foreign Subsidiary owned by or on behalf of any Loan Party, subject in each case to paragraph (g) below.

(f) Furnish to the Collateral Agent promptly (and in any event within 30 days after such change) written notice of any change (A) in any Loan Party's corporate or organization name, (B) in any Loan Party's identity or organizational structure, (C) in any Loan Party's organizational identification number or (D) in any Loan Party's jurisdiction of organization; provided, that no Loan Party shall effect or permit any such change unless all filings have been made, or will have been made within any statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral for the benefit of the Secured Parties with the same priority as prior to such change.

(g) The Collateral and Guarantee Requirement and the other provisions of this Section 5.10 and the other provisions of the Loan Documents with respect to Collateral need not be satisfied with respect to any of the following (collectively, the “Excluded Property”): (i) any Real Property held by the Borrower or any of its Subsidiaries as a lessee under a lease other than Material Leased Real Property or any Real Property owned in fee that is not Owned Real Property, (ii) motor vehicles and other assets subject to certificates of title and letter of credit rights (in each case, other than to the extent a Lien on such assets or such rights can be perfected by filing a UCC-1), and commercial tort claims with a value of less than \$15 million, (iii) pledges and security interests (1) prohibited by applicable law (including Gaming Laws), rule, regulation or contractual obligation (with respect to any such contractual obligation, only to the extent such restriction is permitted under Section 6.09(c) and such restriction is binding on such assets (x) on the Closing Date or (y) on the date that the applicable person becomes a Subsidiary of the Borrower) (in each case, except to the extent such prohibition is unenforceable after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code) or (2) which could require governmental (including Gaming Authority) consent, approval, license or authorization to be pledged (unless such consent, approval, license or authorization has been received and the Borrower shall be under no obligation to seek such consent (other than commercially reasonable efforts to obtain such consent in respect of Gaming Laws)), (iv) assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences (as determined in good faith by the Borrower), (v) those assets as to which the Collateral Agent and the Borrower reasonably agree that the costs or other consequence of obtaining or perfecting such a security interest or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (vi) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than the Borrower or any other Loan Party) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (vii) any governmental licenses (including gaming licenses) or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby or require the consent of any Governmental Authority (to the extent such consent has not been obtained) after giving effect to the applicable anti-assignment provisions of Article 9 of the Uniform Commercial Code, (viii) pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office, (ix) other customary exclusions under applicable local law or in applicable local jurisdictions set forth in the Security Documents or otherwise separately agreed in writing between the Administrative Agent and the Borrower, (x) any Excluded Securities, (xi) for the avoidance of doubt, any assets owned by, or the Equity Interests of, any Qualified Non-Recourse Subsidiary, any Special Purpose Receivables Subsidiary or any other asset securing any Qualified Non-Recourse Debt or any Permitted Receivables Financing (which shall in no event constitute Collateral hereunder, nor shall any Qualified Non-Recourse Subsidiary or Special Purpose Receivables Subsidiary be a Loan Party hereunder); (xii) any Third Party Funds and (xiii) any equipment or other asset that is subject to a Lien permitted by any of clauses (c), (i) and (j) of Section 6.02 or is otherwise subject to a purchase money debt arrangement, slot financing arrangement or a Capitalized Lease Obligation, in each case, as permitted by Section 6.01, if the contract or other agreement providing for such debt, financing arrangement or Capitalized Lease Obligation prohibits or requires the consent of any person (other than the Borrower or any Subsidiary Loan Party) as a condition to the creation of any other security interest on such equipment or asset and, in each case, such prohibition or requirement is permitted hereunder; provided, that the Borrower may in its sole discretion elect to exclude any property from the definition of Excluded Property. Notwithstanding anything to the contrary in this Agreement, the Collateral Agreement, or any other Loan Document, (A) the Administrative Agent may grant extensions of time or

waiver of requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) and surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the other Loan Documents, (B) no foreign law governed security documents or perfection actions under foreign law shall be required, (C) no landlord, mortgagee or bailee waivers shall be required, (D) no notice shall be required to be sent to account debtors or other contractual third parties prior to an Event of Default, (E) Liens required to be granted from time to time pursuant to, or any other requirements of, the Collateral and Guarantee Requirement and the Security Documents shall be subject to exceptions and limitations set forth in the Security Documents and, to the extent appropriate in the applicable jurisdiction, as otherwise agreed between the Administrative Agent and the Borrower, (F) to the extent any Mortgaged Property is located in a jurisdiction with mortgage recording or similar tax, the amount secured by the Security Document with respect to such Mortgaged Property shall be limited to the fair market value of such Mortgaged Property as determined in good faith by the Borrower (subject to any applicable laws in the relevant jurisdiction or such lesser amount agreed to by the Administrative Agent), (G) there shall be no control, lockbox or similar arrangements nor any control agreements relating to the Borrower's and its subsidiaries' bank accounts (including deposit, securities or commodities accounts), (H) the Administrative Agent and the Borrower may make such modifications to the Security Documents, and execute and/or consent to such easements, covenants, rights of way or similar instruments (and Administrative Agent may agree to subordinate the lien of any mortgage to any such easement, covenant, right of way or similar instrument or record or may agree to recognize any tenant pursuant to an agreement in a form and substance reasonably acceptable to the Administrative Agent), as are reasonable or necessary in connection with any project or transactions otherwise permitted hereunder and (I) clauses (h)(iv) and (h)(vii) of the definition of Collateral and Guarantee Requirement shall not be required to be satisfied with respect to any Mortgaged Property that has a fair market value of less than \$10.0 million (as determined by the Borrower in good faith) *provided* that, notwithstanding the foregoing, clause (h)(iv) of the definition of Collateral and Guarantee Requirement shall be required with respect to such Mortgaged Property if clause (h)(iv) of such definition is being simultaneously satisfied with respect to any other Mortgaged Property located in the same state as the Mortgaged Property in question; *provided, further*, that if the requirements of clause (h)(vii) of the definition of the Collateral and Guarantee Requirement are not required to be satisfied pursuant to this Section 5.10(g)(I), the parties hereto recognize and agree that the coverage contained in the title policy required to be delivered in connection with such Mortgaged Property pursuant to clause (h)(vi) of the definition of Collateral and Guarantee Requirement shall be modified accordingly.

(h) The Borrower shall, or shall cause the applicable Loan Parties to, satisfy the requirements listed on Schedule 5.10 within the timeframes indicated thereon.

#### SECTION 5.11. Real Property Development Matters.

(a) Releases of Mortgaged Property. In the event that the Borrower delivers a Project Notice to the Administrative Agent with respect to all or any portion of a Mortgaged Property or Mortgaged Properties constituting Undeveloped Land identifying the applicable Mortgaged Property or Properties, providing a reasonable description of the Project that the Borrower anticipates in good faith to be undertaken with respect to such Mortgaged Property or Properties constituting Undeveloped Land and identifying the Project Financing to be entered into in connection with the financing of such Project not in violation of this Agreement, then, if (x) the terms of such Project Financing require the release of the Mortgage securing the Obligations and (y) in the case of Undeveloped Land acquired after the Closing Date, the Borrower is in Pro Forma Compliance after giving effect to such Project Financing, on the later of the date that is ten (10) Business Days following the date of the delivery of the Project Notice to the

Administrative Agent and the date a mortgage or other security document securing the Project Financing is executed and delivered for recording pending, or is executed and delivered substantially concurrently with, the release of the Mortgage securing the Obligations, the security interest and Mortgage on the applicable Mortgaged Property or Properties shall be automatically released, all without delivery of any instrument or performance of any act by any party (and any Loan Party shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements). In connection with any such termination or release, the Administrative Agent and Collateral Agent shall execute and deliver (or cause to be executed or delivered) to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release (including, without limitation, mortgage releases (including partial mortgage releases in the case where the Mortgaged Property covered by any Mortgage includes Mortgaged Property not subject to such release) and UCC termination statements), and will duly assign and transfer to such Loan Party any such applicable Mortgaged Property. Any execution and delivery of documents pursuant to this Section 5.11 shall be without recourse to or warranty by the Administrative Agent or Collateral Agent. With respect to any Owned Real Property owned, or Material Leased Real Property leased, by any Loan Party that is subject to a Project Financing pursuant to this Section 5.11, no second lien mortgages may be placed on such Owned Real Property or Material Leased Real Property while such Project Financing is outstanding.

(b) New Mortgages on Developed Properties.

(i) Promptly (but in no event later than 20 Business Days (or such longer time as the Administrative Agent shall permit in its reasonable discretion)) following the final completion of construction (as defined in the applicable engineering, procurement and construction contract) of any Project for which a Project Notice was previously delivered to the Administrative Agent, the Borrower shall notify the Administrative Agent of the completion of such Project and, to the extent permitted by the terms of the applicable Project Financing (provided that to the extent the terms of the applicable Project Financing restrict the taking of such actions, the Borrower shall take such actions promptly (but in no event later than 20 Business Days (or such longer period as the Administrative Agent shall permit in its reasonable discretion)) following the cessation of such restrictions), shall take the actions specified in clause (iii) below;

(ii) Promptly (but in no event later than 20 Business Days (or such longer time as the Administrative Agent shall permit in its reasonable discretion)) following the abandonment or termination by the Borrower of any Project for which a Project Notice was previously delivered to the Administrative Agent, the Borrower shall notify the Administrative Agent of the abandonment or termination of such Project and, unless the Borrower delivers a new Project Notice with respect to the Real Property subject to such Project within such 20 Business Days (or such longer time permitted by the Administrative Agent), shall take the actions specified in clause (iii) below;

(iii) To the extent required by the foregoing clauses (i) and (ii), the Borrower shall (w) release or cause any applicable Subsidiary Loan Party to release all security interests or mortgages on the Real Property subject to such Project securing such Project Financing, (x) grant or cause any applicable Subsidiary Loan Party to grant to the Collateral Agent Additional Mortgages in any such Owned Real Property or Material Leased Real Property of such Loan Party subject to such Project as are not covered by the original Mortgages, constituting valid and enforceable Liens subject to no other Liens except Permitted Liens at the time of recordation thereof, (y) record or file, and cause such Subsidiary Loan Party to record or file, the Additional Mortgage or instruments related thereto in such manner and in such places as is required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Additional Mortgages and (z) pay, and cause such Subsidiary Loan Party to pay, in full, all Taxes, fees and other charges payable in connection therewith, in

each case subject to Section 5.10(g). Unless otherwise waived by the Collateral Agent, with respect to each such Additional Mortgage, the Borrower shall deliver to the Collateral Agent contemporaneously therewith a title insurance policy and a survey and otherwise comply with the Collateral and Guarantee Requirements applicable to Mortgages and Mortgaged Property.

(c) Release of Liens. Promptly (but in no event later than 20 Business Days (or such longer time as the Administrative Agent shall permit in its reasonable discretion)) following the final completion of construction (as defined in the applicable engineering, procurement and construction contract) of any Project relating to a Mortgaged Property (other than with respect to which a Project Notice has been delivered), the Borrower shall notify the Administrative Agent of the completion of such Project and, to the extent permitted by the terms of any such third party mortgage financing Indebtedness (provided that to the extent the terms of the applicable mortgage financing Indebtedness restrict the taking of such actions, the Borrower shall take such actions promptly (but in no event later than 20 Business Days (or such longer period as the Administrative Agent shall permit in its reasonable discretion)) following the cessation of such restrictions), shall and shall cause any applicable Subsidiary Loan Party to release all third party mortgage financing Indebtedness for such Project (if any) and file and record any and all necessary documents to restore the first priority security interest and Lien of the original Mortgage relating to the Mortgaged Property that was the subject of the Project and pay, and cause such Subsidiary Loan Party to pay, in full, all Taxes, fees and other charges payable in connection therewith, in each case subject to Section 5.10(g). Unless otherwise waived by the Collateral Agent, the Borrower shall deliver to the Collateral Agent contemporaneously therewith an endorsement to title insurance policy in form and substance reasonably satisfactory to the Administrative Agent and a survey and otherwise comply with the Collateral and Guarantee Requirements applicable to Mortgages and Mortgaged Property.

SECTION 5.12. Rating. Exercise commercially reasonable efforts to maintain (a) public ratings (but not to obtain a specific rating) from Moody's and S&P for the Term B Loans and (b) public corporate credit ratings and corporate family ratings (but, in each case, not to obtain a specific rating) from Moody's and S&P in respect of the Borrower.

## ARTICLE VI Negative Covenants

The Borrower covenants and agrees with each Lender that, until the Termination Date, unless the Required Lenders (or, in the case of Section 6.11, the Required Revolving Facility Lenders voting as a single Class) shall otherwise consent in writing, the Borrower will not, and will not permit any of the Subsidiaries to:

SECTION 6.01. Indebtedness. Incur, create, assume or permit to exist any Indebtedness, except:

(a) (i) Indebtedness existing or committed on the Closing Date (provided, that any Indebtedness that is in excess of \$5.0 million individually is set forth on Schedule 6.01) and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness (or in the case of a letter of credit, any replacement, renewal or extension of such letter of credit) (other than intercompany indebtedness Refinanced with Indebtedness owed to a person not affiliated with the Borrower or any Subsidiary) and (ii) intercompany Indebtedness existing on the Closing Date and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness; provided that (i) all such Indebtedness, if owed to a Loan Party, shall be evidenced by the Global Intercompany Note or other promissory note and shall be subject to a first priority Lien pursuant to the applicable Security Document and (ii) any Indebtedness of a Loan Party to any Subsidiary that is not a Loan Party shall be subordinated to the Loan Obligations under this Agreement on subordination terms as described in the Global Intercompany Note or on other subordination terms reasonably satisfactory to the Administrative Agent and the Borrower;



- (b) Indebtedness created hereunder (including pursuant to Section 2.21) and under the other Loan Documents and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;
- (c) Indebtedness of the Borrower or any Subsidiary pursuant to Swap Agreements not entered into for speculative purposes;
- (d) Indebtedness owed to (including obligations in respect of letters of credit or bank guarantees or similar instruments for the benefit of) any person providing workers' compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Borrower or any Subsidiary, pursuant to reimbursement or indemnification obligations to such person, in each case in the ordinary course of business or consistent with past practice or industry practices;
- (e) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary; provided, that (i) all such Indebtedness, if owed to a Loan Party, shall be evidenced by the Global Intercompany Note or other promissory note and shall be subject to a first priority Lien pursuant to the applicable Security Document and (ii) other than in the case of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Borrower and the Subsidiaries, (x) Indebtedness of any Subsidiary that is not a Loan Party owing to any Loan Parties shall be subject to Section 6.04(b) or (gg) and (y) Indebtedness of any Loan Party to any Subsidiary that is not a Loan Party (the "Subordinated Intercompany Debt") shall be subordinated to the Loan Obligations under this Agreement on subordination terms as described in the Global Intercompany Note or on other subordination terms reasonably satisfactory to the Administrative Agent and the Borrower;
- (f) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations, in each case provided in the ordinary course of business or consistent with past practice or industry practices, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice or industry practices;
- (g) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or other cash management services in the ordinary course of business;
- (h) (i) Indebtedness of a Subsidiary acquired after the Closing Date or an entity merged into or consolidated with the Borrower or any Subsidiary after the Closing Date and Indebtedness otherwise incurred or assumed by the Borrower or any Subsidiary in connection with the acquisition of assets or Equity Interests (in each case, including a Permitted Business Acquisition), where such acquisition, merger, consolidation or amalgamation is not prohibited by this Agreement; provided, (A) to the extent required by the lenders providing such Indebtedness, the conditions set forth in clause (c) of Section 4.01 shall be satisfied, (B) in the case of any such Indebtedness secured by a Lien on the Collateral that is pari passu in right of security with the Liens securing the Obligations, the Senior Secured Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger, consolidation or amalgamation, the

incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions is either (I) not greater than 2.50 to 1.00 or (II) no greater than the Senior Secured Leverage Ratio immediately prior to such acquisition, merger, consolidation or amalgamation, (C) in the case of any such Indebtedness secured by Liens on Collateral that are junior in right of security to the Liens securing the Obligations, the Total Secured Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger, consolidation or amalgamation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions is either (I) not greater than 2.75 to 1.00 or (II) no greater than the Total Secured Leverage Ratio immediately prior to such acquisition, merger, consolidation or amalgamation, (D) in the case of any other such Indebtedness, the Fixed Charge Coverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger, consolidation or amalgamation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions is either (I) not less than 2.00 to 1.00 or (II) no less than the Fixed Charge Coverage Ratio immediately prior to such acquisition, merger, consolidation or amalgamation and (E) the aggregate outstanding principal amount of Indebtedness incurred by Subsidiaries that are not Loan Parties under this clause (h), together with the aggregate outstanding principal amount of Indebtedness incurred by Subsidiaries that are not Loan Parties pursuant to Section 6.01(r), shall not exceed the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period; provided, further, that the incurrence (but not assumption) of any Indebtedness for borrowed money pursuant to this clause (h)(i) incurred in contemplation of such acquisition, merger, consolidation or amalgamation shall be subject to the last paragraph of this Section 6.01 and the incurrence (but not assumption) of any such Indebtedness that is a term loan secured by a Lien on the Collateral that is pari passu in right of security with the Liens securing the Obligations shall be subject to the requirements of Section 2.21(b)(viii); and (ii) any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness;

(i) (i) Capital Lease Obligations, mortgage financings, slot financing arrangements and other purchase money Indebtedness incurred by the Borrower or any Subsidiary prior to or within 270 days after the acquisition, lease, construction, repair, replacement or improvement of the respective property (real or personal, and whether through the direct purchase of property or the Equity Interests in any person owning such property) permitted under this Agreement in order to finance such acquisition, lease, construction, repair, replacement or improvement, in an aggregate outstanding principal amount not to exceed the greater of \$100.0 million and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(j) Capital Lease Obligations incurred by the Borrower or any Subsidiary in respect of any Sale and Lease-Back Transaction that is permitted under Section 6.03, and any Permitted Refinancing Indebtedness in respect thereof;

(k) other Indebtedness of the Borrower or any Subsidiary, in an aggregate principal amount that at the time of, and immediately after giving effect to, the incurrence thereof, would not exceed the greater of \$150.0 million and 0.40 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, and any Permitted Refinancing Indebtedness in respect thereof;

(l) Indebtedness of the Borrower or any Subsidiary in an aggregate outstanding principal amount not greater than 100% of the amount of net cash proceeds received by the Borrower from Excluded Debt Contributions;

(m) Guarantees (i) by the Borrower or any Subsidiary Loan Party of the Indebtedness of the Borrower or any Subsidiary Loan Party permitted to be incurred under this Agreement, (ii) by any Loan Party of Indebtedness otherwise permitted hereunder of any Subsidiary that is not a Subsidiary Loan Party to the extent such Guarantees are permitted by Section 6.04 (other than Section 6.04(w)), (iii) by any Subsidiary that is not a Subsidiary Loan Party of Indebtedness of another Subsidiary that is not a Subsidiary Loan Party and (iv) by the Borrower or any Subsidiary Loan Party of Indebtedness of Subsidiaries that are not Subsidiary Loan Parties incurred for working capital purpose in the ordinary course of business on ordinary business terms so long as such Indebtedness is permitted to be incurred under Section 6.01(s); provided, that (x) Guarantees by any Loan Party under this Section 6.01(m) of any other Indebtedness of a person that is subordinated to other Indebtedness of such person shall be subordinated to the Loan Obligations to at least the same extent such underlying Indebtedness is so subordinated;

(n) Indebtedness arising from agreements of the Borrower or any Subsidiary providing for indemnification, adjustment of purchase or acquisition price or similar obligations (including earn outs), in each case, incurred or assumed in connection with the Transactions and any Permitted Business Acquisition, other Investments or the disposition of any business, assets or a Subsidiary not prohibited by this Agreement;

(o) Indebtedness in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued to support performance obligations and trade letters of credit (other than obligations in respect of other Indebtedness) in the ordinary course of business or consistent with past practice or industry practice;

(p) Indebtedness supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit;

(q) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(r) (i) other Indebtedness so long as (A) to the extent required by the lenders providing such Indebtedness, the conditions set forth in clause (c) of Section 4.01 shall be satisfied (provided that if such Indebtedness is established for a purpose other than financing any Permitted Business Acquisition or any other acquisition or Investment that is permitted by this Agreement, no Event of Default under Section 7.01(b), (c), (h) (with respect to the Borrower and the Master Lease Tenants) or (i) (with respect to the Borrower and the Master Lease Tenants) shall have occurred and be continuing or would result therefrom) and (B) after giving effect to the issuance, incurrence or assumption of such Indebtedness (x) in the case of Indebtedness that is secured by a Lien on the Collateral that is *pari passu* in right of security with the Term B Loans or the Initial Revolving Loans, the Senior Secured Leverage Ratio on a Pro Forma Basis shall not be greater than 2.50 to 1.00 (y) in the case of Indebtedness that is secured by a Lien on the Collateral that is junior in right of security to the Term B Loans and the Initial Revolving Loans, the Total Secured Leverage Ratio on a Pro Forma Basis is not greater than 2.75 to 1.00 and (z) in the case of unsecured Indebtedness, the Fixed Charge Coverage Ratio on a Pro Forma Basis is at least 2.00 to 1.00; provided, however, that (I) the aggregate outstanding principal amount of Indebtedness incurred by Subsidiaries that are not Loan Parties under this clause (r), together with the aggregate outstanding principal amount of Indebtedness incurred by Subsidiaries that are not Loan Parties pursuant to Section 6.01(h), shall not exceed the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, (II) the Net Proceeds of any Indebtedness incurred pursuant to this Section 6.01(r) at such time

shall not be netted for purposes of such calculation of the Senior Secured Leverage Ratio and the Total Secured Leverage Ratio, as applicable, (III) any Indebtedness incurred pursuant to Section 6.01(r)(i) shall be subject to the last paragraph of Section 6.01, (IV) any Indebtedness incurred pursuant to Section 6.01(r)(i)(x) in the form of term loans that is secured by a Lien on the Collateral that is pari passu in right of security with the Term B Loans shall be subject to the requirements of Section 2.21(b)(viii) and (V) if the incurrence of Indebtedness pursuant to Section 6.01(r)(i) occurs concurrently with the incurrence of Indebtedness pursuant to Section 6.01(k), then such Indebtedness incurred in reliance on Section 6.01(k) shall not be used in the calculation of the Senior Secured Leverage Ratio, the Total Secured Leverage Ratio and the Fixed Charge Coverage Ratio for purposes of Section 6.01(r)(i); and (ii) Permitted Refinancing Indebtedness in respect thereof;

(s) Indebtedness of Subsidiaries that are not Subsidiary Loan Parties in an aggregate outstanding principal amount not to exceed the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period and any Permitted Refinancing Indebtedness in respect thereof;

(t) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided, that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Swap Agreements;

(u) Indebtedness representing deferred compensation to employees, consultants or independent contractors of the Borrower (or, to the extent such work is done for the Borrower or its Subsidiaries, any direct or indirect parent thereof) or any Subsidiary incurred in the ordinary course of business;

(v) Indebtedness in connection with Permitted Receivables Financings in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, would not exceed \$15.0 million;

(w) Indebtedness of the Borrower and the Subsidiaries incurred under lines of credit or overdraft facilities (including, but not limited to, intraday, ACH and purchasing card/T&E services) extended by one or more financial institutions reasonably acceptable to the Administrative Agent or by one or more of the Lenders or their Affiliates and (in each case) established for the Borrower's and its Subsidiaries' ordinary course of operations (such Indebtedness, the "Overdraft Line"), which Indebtedness may be secured under the Security Documents;

(x) Indebtedness of, or incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures not in excess, at any one time outstanding, the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, and any Permitted Refinancing Indebtedness in respect thereof;

(y) Indebtedness used to finance, or incurred or issued for the purpose of financing, Expansion Capital Expenditures or Development Projects in an aggregate principal amount not to exceed, together with the aggregate principal amount of Indebtedness incurred pursuant to Section 6.01(z), \$500.0 million at any time outstanding so long as no Event of Default shall have occurred and be continuing or would result therefrom, and any Permitted Refinancing Indebtedness in respect thereof;

(z) (i) any Qualified Non-Recourse Debt and any Indebtedness in connection with any Project Financing in an aggregate outstanding principal amount not to exceed, together with the aggregate principal amount of Indebtedness incurred pursuant to Section 6.01(y), \$500.0 million and (ii) any Permitted Refinancing Indebtedness in respect thereof;

(aa) Indebtedness consisting of Indebtedness issued by the Borrower or any Subsidiary to current or former officers, directors and employees thereof or of any Parent Entity, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests in the Borrower or any Parent Entity permitted by Section 6.06;

(bb) Indebtedness consisting of obligations of the Borrower or any Subsidiary under deferred compensation or other similar arrangements incurred by such person in connection with the Transactions and Permitted Business Acquisitions or any other Investment permitted hereunder;

(cc) Indebtedness of the Borrower or any Subsidiary to or on behalf of any joint venture (regardless of the form of legal entity) that is not a Subsidiary arising in the ordinary course of business in connection with the cash management, tax and accounting operations (including with respect to intercompany self-insurance arrangements) of the Borrower and the Subsidiaries and any Permitted Refinancing Indebtedness in respect thereof;

(dd) Refinancing Notes and any Permitted Refinancing Indebtedness incurred in respect thereof;

(ee) Indebtedness of the Loan Parties that is either unsecured or secured by Liens ranking junior to the Liens securing the Obligations or secured by a first priority Lien on the Collateral that is pari passu with the Lien securing the Obligations and the aggregate outstanding principal amount of which does not, at the time of incurrence, exceed the Incremental Amount available at such time and any Permitted Refinancing Indebtedness incurred to Refinance such Indebtedness; provided (1) if such Indebtedness is secured by Liens that are junior in right of security to the Liens securing the Obligations or is unsecured, the terms of such Indebtedness do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations prior to the date that is ninety one (91) days following the latest Term B Facility Maturity Date in effect on the date of incurrence (other than the customary offers to repurchase upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default), (2) subject to clause (4) below, the Indebtedness incurred shall be subject to the requirements of (x), in the case of term Indebtedness, Section 2.21(b)(i), (ii), (iii), (iv), (ix) and (x) or (y) in the case of revolving Indebtedness, Section 2.21(b)(v), (vi), (vii), (ix) and (x), in each case, as if such Indebtedness incurred under this Section 6.01(ee) were Incremental Term Loans or Incremental Revolving Facility Commitments, as applicable, (3) any Indebtedness incurred pursuant to this Section 6.01(ee) in the form of term loans that is secured by a Lien on the Collateral that is pari passu in right of security with the Term B Loans shall be subject to the requirements of Section 2.21(b)(viii), (4) any Indebtedness incurred pursuant to this Section 6.01(ee) in the form of a customary bridge facility will not be subject to the provisions of clause (1) above or Section 2.21(b)(i), (iii) or (iv), so long as the facility into which such bridge facility is to be converted satisfies such provisions and (5) to the extent required by the lenders providing such Indebtedness, the conditions set forth in clause (c) of Section 4.01 shall be satisfied (provided that if such Indebtedness is established for a purpose other than financing any Permitted Business

Acquisition or any other acquisition or Investment that is permitted by this Agreement, no Event of Default under Section 7.01(b), (c), (h) (with respect to the Borrower and the Master Lease Tenants) or (i) (with respect to the Borrower and the Master Lease Tenants) shall have occurred and be continuing or would result therefrom); provided that a certificate of a Financial Officer of the Borrower delivered to Administrative Agent in good faith at least three Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the incurrence of such indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement and in the case of any such Indebtedness, no Subsidiary of the Borrower is a borrower or guarantor other than any Subsidiary Loan Party which shall have previously or substantially concurrently Guaranteed the Obligations;

(ff) (i) Discharged Indebtedness and (ii) Escrowed Indebtedness; provided that, in the case of this clause (ii) (x) such Indebtedness shall have been permitted under this Section 6.01 on the date of funding into escrow (or such other date determined in accordance with Section 1.07) (giving pro forma effect to the use of proceeds thereof) and (y) from and after the release of such Indebtedness from escrow, it shall no longer be deemed Escrowed Indebtedness under this Agreement;

(gg) Obligations in respect of Cash Management Agreements;

(hh) to the extent constituting Indebtedness, agreements to pay service fees to professionals (including architects, engineers and designers) in furtherance of and/or in connection with any project, in each case to the extent such agreements and related payment provisions are reasonably consistent with commonly accepted industry practices (provided that no such agreements shall give rise to Indebtedness for borrowed money); and

(ii) all premium (if any, including tender premiums), expenses, defeasance costs, interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in paragraphs (a) through (hh) above.

For purposes of determining compliance with this Section 6.01, the amount of any Indebtedness denominated in any currency other than Dollars shall be calculated based on customary currency exchange rates in effect, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) on or prior to the Closing Date, on the Closing Date and, in the case of such Indebtedness incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness) after the Closing Date, on the date that such Indebtedness was incurred (in respect of term Indebtedness) or committed (in respect of revolving Indebtedness); provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a currency other than Dollars (or in a different currency from the Indebtedness being refinanced), and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the outstanding or committed principal amount, as applicable, of such Indebtedness being refinanced plus (ii) the aggregate amount of fees, underwriting discounts, premiums (including tender premiums), defeasance costs and other costs and expenses incurred in connection with such refinancing.

For purposes of determining compliance with Section 6.01 and the calculation of the Incremental Amount, if the use of proceeds from any incurrence, issuance or assumption of Indebtedness is to fund the Refinancing of any Indebtedness, then such Refinancing shall be deemed to have occurred substantially simultaneously with such incurrence, issuance or assumption so long as (1) such Refinancing occurs on the same Business Day as such incurrence, issuance or assumption, (2) if such proceeds will be offered (through a tender offer or otherwise) to the holders of such Indebtedness to be Refinanced, the proceeds thereof are deposited with a trustee, agent or other representative for such holders pending the completion of such offer on the same Business Day as such incurrence, issuance or assumption (and such proceeds are ultimately used in the consummation of such offer or otherwise used to Refinance Indebtedness), (3) if such proceeds will be used to fund the redemption, discharge or defeasance of such Indebtedness to be Refinanced, the proceeds thereof are deposited with a trustee, agent or other representative for such Indebtedness pending such redemption, discharge or defeasance on the same Business Day as such incurrence, issuance or assumption or (4) the proceeds thereof are otherwise set aside to fund such Refinancing pursuant to procedures reasonably agreed with the Administrative Agent.

Further, for purposes of determining compliance with this Section 6.01, (A) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (ii) (including, for the avoidance of doubt, with respect to the clauses set forth in the definition of “Incremental Amount”) but may be permitted in part under any combination thereof, (B) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness (or any portion thereof) described in Sections 6.01(a) through (ii) (including, for the avoidance of doubt, with respect to the clauses set forth in the definition of “Incremental Amount”), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.01 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such item of Indebtedness (or any portion thereof) in one of the above clauses (or any portion thereof) and such item of Indebtedness (or any portion thereof) shall be treated as having been incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or portion thereof) when calculating the amount of Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or portion thereof) at such time; provided, that all Indebtedness outstanding on the Closing Date under this Agreement shall at all times be deemed to have been incurred pursuant to clause (b) of this Section 6.01. In addition, with respect to any Indebtedness that was permitted to be incurred hereunder on the date of such incurrence, any Increased Amount of such Indebtedness shall also be permitted hereunder after the date of such incurrence.

With respect to any Indebtedness for borrowed money incurred (other than assumed Indebtedness) under Section 6.01(h)(i) (solely to the extent set forth therein) and 6.01(r)(i), (A) in the form of term Indebtedness, (1) the stated maturity date of any such Indebtedness shall be no earlier than the Term B Facility Maturity Date as in effect at the time such Indebtedness is incurred and (2) the Weighted Average Life to Maturity of such Indebtedness shall be no shorter than the remaining Weighted Average Life to Maturity of the Term B Loans in effect at the time such Indebtedness is incurred, (B) in the form of revolving Indebtedness, (1) the stated maturity date of any such Indebtedness shall be no earlier than the Revolving Facility Maturity Date with respect to the Initial Revolving Loans as in effect at the time such Indebtedness is incurred and (2) the Weighted Average Life to Maturity of such Indebtedness shall be no shorter than the remaining Weighted Average Life to Maturity of the Initial Revolving Loans in effect at the time such Indebtedness is incurred and (C) such Indebtedness does not have mandatory redemption features (other than customary asset sale, insurance, condemnation and insurance proceeds events, issuance of indebtedness proceeds events, change of control offers or events of default or, if term loans, excess cash flow prepayments applicable to periods before the Term B Facility Maturity Date as in effect at the time such Indebtedness is incurred) that could result in redemptions of such Indebtedness prior to the Term B Facility Maturity Date as in effect at the time such Indebtedness is incurred.

SECTION 6.02. Liens. Create, incur, assume or permit to exist any Lien on any property or assets (including stock or other securities of any person, including any Subsidiary) at the time owned by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, "Permitted Liens"):

(a) Liens on property or assets of the Borrower and the Subsidiaries existing on the Closing Date (or created following the Closing Date pursuant to agreements in existence on the Closing Date requiring the creation of such Liens) and, to the extent securing Indebtedness in an aggregate principal amount in excess of \$5.0 million individually shall only be permitted under this paragraph (a) to the extent such Lien is set forth on Schedule 6.02(a), and any modifications, replacements, renewals or extensions thereof; provided, that such Liens shall secure only those obligations that they secure on the Closing Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01(a) (or in the case of a letter of credit, any replacement, renewal or extension of such letter of credit permitted by Section 6.01(a))) and shall not subsequently apply to any other property or assets of the Borrower or any Subsidiary other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien, and (B) proceeds and products thereof;

(b) any Lien created under the Loan Documents (including, without limitation, Liens created under the Security Documents securing obligations in respect of Secured Swap Agreements, Secured Cash Management Agreements and the Overdraft Line secured pursuant to the Security Documents) or permitted in respect of any Mortgaged Property by the terms of the applicable Mortgage;

(c) any Lien on any property or asset of the Borrower or any Subsidiary securing Indebtedness or Permitted Refinancing Indebtedness permitted by Section 6.01(h); provided, that (i) in the case of Liens that do not extend to the Collateral, such Lien does not apply to any other property or assets of the Borrower or any of the Subsidiaries not securing such Indebtedness at the date of the acquisition of such property or asset and accessions and additions thereto and proceeds and products thereof (other than after-acquired property required to be subjected to such Lien pursuant to the terms of such Indebtedness (and refinancings thereof)), (ii) in the case of Liens on the Collateral that are (or are intended to be) junior in priority to the Liens securing the Term B Loans, such Liens shall be subject to a Permitted Junior Intercreditor Agreement and (iii) in the case of Liens on the Collateral that are (or are intended to be) pari passu with the Liens on the Collateral securing the Term B Loans, (x) such Liens shall be subject to a Permitted Pari Passu Intercreditor Agreement and (y) any Indebtedness for borrowed money in the form of term loans secured by such Liens shall be subject to the requirements of Section 2.21(b)(viii);

(d) Liens for Taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or that are being contested in compliance with Section 5.03;

(e) Liens imposed by law, including landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, supplier's, construction or other like Liens, securing obligations that are not overdue by more than 30 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any Subsidiary shall have set aside on its books reserves in accordance with GAAP;



(f) (i) pledges and deposits and other Liens made in the ordinary course of business in compliance with the Federal Employers Liability Act or any other workers' compensation, unemployment insurance and other social security laws or regulations and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (ii) pledges and deposits and other Liens securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Subsidiary;

(g) deposits and other Liens to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance and return of money bonds, bids, leases, government contracts, trade contracts, agreements with utilities, and other obligations of a like nature (including letters of credit in lieu of any such bonds or to support the issuance thereof) incurred in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(h) zoning restrictions, survey exceptions and such matters as an accurate survey would disclose, easements, trackage rights, leases (other than Capital Lease Obligations), licenses, special assessments, rights-of-way, covenants, conditions, restrictions and declarations on or with respect to the use of Real Property, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower or any Subsidiary;

(i) Liens securing Indebtedness and Permitted Refinancing Indebtedness permitted by Sections 6.01(i) and 6.01(z) (in each case limited to the assets financed with such Indebtedness (or the Indebtedness Refinanced thereby) and any accessions and additions thereto and the proceeds and products thereof and customary security deposits and related property; provided that individual financings provided by one lender may be cross-collateralized to other financings provided by such lender and incurred under Section 6.01(i) or (z));

(j) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.03, so long as such Liens attach only to the property sold and being leased in such transaction and any accessions and additions thereto or proceeds and products thereof and related property;

(k) Liens securing judgments that do not constitute an Event of Default under Section 7.01(j);

(l) Liens disclosed by the title insurance policies delivered on or subsequent to the Closing Date and pursuant to Section 5.10 or Section 5.11 and any replacement, extension or renewal of any such Lien; provided, that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal; provided, further, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted by this Agreement;

(m) any interest or title of a lessor or sublessor under any leases or subleases entered into by the Borrower or any Subsidiary in the ordinary course of business;

(n) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks and other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposits, sweep accounts, reserve accounts or similar accounts of the Borrower or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Subsidiary, including with respect to credit card chargebacks and similar obligations or (iii) relating to purchase orders and other agreements entered into with customers, suppliers or service providers of the Borrower or any Subsidiary in the ordinary course of business;

(o) Liens (i) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business or (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(p) Liens securing obligations in respect of trade-related letters of credit, bank guarantees or similar obligations permitted under Section 6.01(f) or (o) and covering the property (or the documents of title in respect of such property) financed by such letters of credit, bank guarantees or similar obligations and the proceeds and products thereof;

(q) (i) leases, subleases, easements or licenses permitted under Section 6.05(x) and (ii) leases or subleases, licenses or sublicenses (including with respect to intellectual property and software) granted to others in the ordinary course of business not interfering in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole;

(r) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(s) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement in respect of any Investment permitted hereunder;

(t) Liens with respect to property or assets of any Subsidiary that is not a Loan Party securing Indebtedness of a Subsidiary that is not a Loan Party permitted under Section 6.01;

(u) other Liens with respect to property or assets of the Borrower or any Subsidiary; provided that (i) after giving effect to any such Lien and the incurrence of Indebtedness, if any, secured by such Lien is created, incurred, acquired or assumed (or any prior Indebtedness becomes so secured) (x) in the case of a Lien on the Collateral that is pari passu in right of security with the Term B Loans or the Initial Revolving Loans, the Senior Secured Leverage Ratio on a Pro Forma Basis shall not be greater than 2.50 to 1.00 and (y) in the case of a Lien on the Collateral that is junior in right of security to the Term B Loans and the Initial Revolving Loans, the Total Secured Leverage Ratio on a Pro Forma Basis shall not be greater than 2.75 to 1.00, (ii) at the time of the incurrence of such Lien and after giving effect thereto, to the extent required by the lenders providing the related Indebtedness, the conditions set forth in clause (c) of Section 4.01 shall be satisfied (provided that if such related Indebtedness is established for a purpose other than financing any Permitted Business Acquisition or any other acquisition or Investment that is permitted by this Agreement, no Event of Default under Section 7.01(b), (c), (h) (with respect to the Borrower and the Master Lease Tenants) or (i) (with respect to the Borrower and the Master Lease Tenants) shall have occurred and be continuing or would result

therefrom), (iii) the Indebtedness or other obligations secured by such Lien are otherwise permitted by this Agreement, (iv) if such Liens are (or are intended to be) secured by Liens on the Collateral that are pari passu with the Liens securing the Loan Obligations, (x) such Liens shall be subject to a Permitted Pari Passu Intercreditor Agreement and (y) any Indebtedness for borrowed money in the form of term loans secured by such Liens shall be subject to the requirements of Section 2.21(b)(viii) and (v) if such Liens are (or are intended to be) secured by Liens on the Collateral that are junior in priority to the Liens securing the Loan Obligations, such Liens shall be subject to a Permitted Junior Intercreditor Agreement;

(v) Liens on any amounts held by a trustee or agent under any indenture or other debt agreement issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture or other debt agreement pursuant to customary discharge, redemption or defeasance provisions;

(w) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;

(x) agreements to subordinate any interest of the Borrower or any Subsidiary in any accounts receivable or other proceeds arising from inventory consigned by the Borrower or any of its Subsidiaries pursuant to an agreement entered into in the ordinary course of business;

(y) Liens arising from precautionary Uniform Commercial Code financing statements or consignments entered into in connection with any transaction otherwise permitted under this Agreement;

(z) Liens on Equity Interests in joint ventures (i) securing obligations of such joint ventures or (ii) pursuant to the relevant joint venture agreement or arrangement;

(aa) Liens on securities that are the subject of repurchase agreements constituting Permitted Investments under clause (c) of the definition thereof;

(bb) Liens in respect of Permitted Receivables Financings that extend only to the assets subject thereto and Equity Interests in Special Purpose Receivables Subsidiaries;

(cc) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a documentary letter of credit, bank guarantee or bankers' acceptance issued or created for the account of the Borrower or any Subsidiary in the ordinary course of business; provided that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit, bank guarantee or banker's acceptance to the extent permitted under Section 6.01;

(dd) in the case of Real Property that constitutes a leasehold interest, any Lien to which the fee simple interest (or any superior leasehold interest) is subject;

(ee) Liens securing Indebtedness or other obligations (i) of the Borrower or a Subsidiary in favor of the Borrower or any Subsidiary Loan Party, (ii) of any Subsidiary that is not a Loan Party in favor of any Subsidiary that is not a Loan Party or (iii) permitted under Section 6.01(x);

(ff) Liens securing insurance premiums financing arrangements, provided, that such Liens are limited to the applicable unearned insurance premiums;

- (gg) Liens securing Swap Agreements that were not entered into for speculative purposes;
- (hh) other Liens with respect to property or assets of the Borrower or any Subsidiary securing obligations in an aggregate principal amount outstanding at any time not to exceed the greater of \$150.0 million and 0.40 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;
- (ii) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Borrower or any Subsidiary;
- (jj) Liens securing Indebtedness incurred pursuant to Section 6.01(y), 6.01(dd) and 6.01(ee); provided that, (i) if such Liens are (or are intended to be) secured by Liens on the Collateral that are pari passu with the Liens securing the Loan Obligations, such Liens shall be subject to a Permitted Pari Passu Intercreditor Agreement and (ii) if such Liens are (or are intended to be) secured by Liens on the Collateral that are junior in priority to the Liens securing the Loan Obligations, such Liens shall be subject to a Permitted Junior Intercreditor Agreement;
- (kk) Liens on cash and Permitted Investments on deposit with Lenders and Affiliates of Lenders securing obligations owing to such Persons under any treasury, depository, overdraft or other cash management services agreements or arrangements with the Borrower or any of its Subsidiaries;
- (ll) (i) Liens pursuant to the Master Leases and any Additional Lease, which Liens are limited to the leased property under the applicable Master Lease or Additional Lease and the Master Lease Collateral related to such Master Lease or Additional Lease that is an Additional Master Lease and which Lien is granted to the applicable Master Lease Landlord or landlord under such Additional Lease for the purpose of securing the obligations of the applicable Master Lease Tenant or tenant under such Additional Lease to the applicable Master Lease Landlord or landlord under such Additional Lease and (ii) Liens on cash and Cash Equivalents (and on the related escrow accounts or similar accounts, if any) required to be paid to the lessors (or lenders to such lessors) under such leases or maintained in an escrow account or similar account pending application of such proceeds in accordance with the applicable Master Lease or Additional Lease; provided, that under the terms of the documents governing such Lien, the applicable Master Lease Landlord or landlord under the applicable Additional Lease may not foreclose on any of the related Master Lease Collateral unless the applicable Master Lease or Additional Lease is being terminated with respect to the applicable facility and the Agents, the Lenders or their designee or assignee have not entered into a new lease in accordance with the terms of the applicable Master Lease or Additional Lease;
- (mm) the Venue Easements and any other easements, covenants, rights of way or similar instruments which do not materially impact a project in an adverse manner granted in connection with arrangements contemplated under Section 6.05(i), (o), (p), (q), (r) or (x);
- (nn) the filing of a reversion, subdivision or final map(s), record(s) of survey and/or amendments to any of the foregoing over Real Property held by the Loan Parties designed (A) to merge one or more of the separate parcels thereof together so long as (i) the entirety of each such parcel shall be owned by Loan Parties, (ii) no portion of the Mortgaged Property is merged with any Real Property that is not part of the Mortgaged Property and (iii) the gross acreage and footprint of the Mortgaged Property remains unaffected in any material respect or (B) to separate one or more of the parcels thereof together so long as (i) the entirety of each resulting parcel shall be owned by Loan Parties, (ii) no portion of the Mortgaged Property ceases to be subject to a Mortgage and (iii) the gross acreage and footprint of the Mortgaged Property remains unaffected in any material respect;

(oo) from and after the lease or sublease of any interest pursuant to Section 6.05(i), (o), (p), (q), (r) or (x), any reciprocal easement agreement entered into between a Loan Party and the holder of such interest; and

(pp) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien permitted by this Section 6.02; provided, however, that (x) such new Lien shall be limited to all or part of the same type of property that secured the original Lien (plus improvements on and accessions to such property, proceeds and products thereof, customary security deposits and any other assets pursuant to after-acquired property clauses to the extent such assets secured (or would have secured) the Indebtedness being Refinanced), (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount (or accreted value, if applicable) of such Indebtedness or, if greater, committed amount of the applicable Indebtedness at the time the original Lien became a Lien permitted hereunder and (B) any unpaid accrued interest and premium (including tender premiums) thereon and an amount necessary to pay associated underwriting discounts, defeasance costs, fees, commissions and expenses related to such refinancing, refunding, extension, renewal or replacement, and (z) Indebtedness secured by Liens ranking junior to the Liens securing the Obligations may not be refinanced pursuant to this clause (pp) with Liens ranking *pari passu* to the Liens securing the Obligations.

For purposes of determining compliance with this Section 6.02, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in Sections 6.02(a) through (pp) but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in Sections 6.02(a) through (pp), the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 6.02 and at the time of incurrence, classification or reclassification will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the above clauses (or any portion thereof) and such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) without giving pro forma effect to such item (or any portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred, classified or reclassified pursuant to any other clause (or any portion thereof) at such time. In addition, with respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness.

**SECTION 6.03. Sale and Lease-Back Transactions.** Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a “Sale and Lease-Back Transaction”); provided that a Sale and Lease-Back Transaction shall be permitted (a) with respect to (i) Excluded Property, (ii) property owned by the Borrower or any Domestic Subsidiary that is acquired after the Closing Date so long as such Sale and Lease-Back Transaction is consummated within 365 days of the acquisition of such property or (iii)

property owned by any Subsidiary that is not a Loan Party regardless of when such property was acquired, (b) with respect to any other property owned by the Borrower or any Domestic Subsidiary, (i) if at the time the lease in connection therewith is entered into, (A) no Event of Default shall have occurred and be continuing or would result therefrom and (B) with respect to any such Sale and Lease-Back Transaction with Net Proceeds in excess of \$5.0 million, after giving effect to the entering into of such lease, the Borrower shall be in Pro Forma Compliance and (ii) if such Sale and Lease-Back Transaction is of property owned by the Borrower or any Domestic Subsidiary as of the Closing Date, the Net Proceeds therefrom are used to prepay the Term Loans to the extent required by Section 2.11(b), (c) in connection with any Project Financing and (d) in connection with transactions permitted by the Master Leases; provided, further, that the Borrower or the applicable Domestic Subsidiary shall receive at least fair market value (as determined by the Borrower in good faith) for any property disposed of in any Sale and Lease-Back Transaction pursuant to clause (a)(ii) or (b) of this Section 6.03 (as approved by the Board of Directors of the Borrower in any case of any property with a fair market value in excess of \$25.0 million).

SECTION 6.04. Investments, Loans and Advances. Purchase, hold or acquire (including pursuant to any merger, consolidation or amalgamation with a person that is not a Wholly-Owned Subsidiary immediately prior to such merger, consolidation or amalgamation) any Equity Interests, evidences of Indebtedness or other securities of, make or permit to exist any loans or advances to or Guarantees of Indebtedness of, or make or permit to exist any investment or any other interest in (each, an "Investment"), any other person, except:

(a) the Transactions;

(b) (i) Investments by the Borrower or any Subsidiary in the Equity Interests in the Borrower or any Subsidiary; (ii) intercompany loans from the Borrower or any Subsidiary to the Borrower or any Subsidiary; and (iii) Guarantees by the Borrower or any Subsidiary of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary; provided, that (A) Investments made after the Closing Date by any Loan Party pursuant to clause (i) in Subsidiaries that are not Loan Parties, and (B) intercompany loans made after the Closing Date by any Loan Party to Subsidiaries that are not Loan Parties pursuant to clause (ii) and (C) Guarantees after the Closing Date by any Loan Party of Indebtedness of Subsidiaries that are not Loan Parties pursuant to clause (iii), shall not exceed (x) the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period plus (y) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment;

(c) Permitted Investments and Investments that were Permitted Investments when made;

(d) Investments arising out of the receipt by the Borrower or any Subsidiary of noncash consideration for the sale of assets permitted under Section 6.05;

(e) loans and advances to officers, directors, employees or consultants of the Borrower or any Subsidiary (i) in the ordinary course of business not to exceed \$15.0 million in the aggregate at any time outstanding (calculated without regard to write downs or write offs thereof), (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person's purchase of Equity Interests in the Borrower or any Parent Entity solely to the extent that the amount of such loans and advances shall be contributed to the Borrower in cash as common equity;

(f) accounts receivable, security deposits and prepayments arising and trade credit granted in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business;

(g) Swap Agreements that are not entered into for speculative purposes;

(h) Investments existing on, or contractually committed as of or contemplated as of, the Closing Date (provided, that any such Investment that is (x) not intercompany Indebtedness and (y) in excess of \$5.0 million individually shall be set forth on Schedule 6.04) and any extensions, renewals or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (h) is not increased at any time above the amount of such Investment existing or committed on the Closing Date (other than pursuant to an increase as required by the terms of any such Investment as in existence on the Closing Date);

(i) Investments resulting from pledges and deposits under Sections 6.02(f), (g), (k), (o), (p) (r), (s), (v), (ff), (gg), (ii), (ll)(ii) and (pp)(to the extent in respect of the foregoing clauses);

(j) other Investments by the Borrower or any Subsidiary in an aggregate amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed (i) the greater of \$100.0 million and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period (plus any returns of capital (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the respective investor in respect of investments theretofore made by it pursuant to this clause (j)) plus (ii) the portion, if any, of the Cumulative Credit on the date of such election that the Borrower elects to apply to this Section 6.04(j)(ii), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be so applied; provided that if any Investment pursuant to this clause (j) is made in any person that is not a Subsidiary of the Borrower at the date of the making of such Investment and such person becomes a Subsidiary of the Borrower after such date, such Investment shall, upon the election of the Borrower, thereafter be deemed to have been made pursuant to clause (b) above and shall cease to have been made pursuant to this clause (j) for so long as such person continues to be a Subsidiary of the Borrower;

(k) Investments constituting Permitted Business Acquisitions;

(l) Investments in a Similar Business in an aggregate amount (valued at the time of the making thereof, and without giving effect to any write downs or write offs thereof) not to exceed the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period (plus any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the respective investor in respect of investments theretofore made by it pursuant to this clause (l)); provided that if any Investment pursuant to this this clause (l) is made in any person that is not a Subsidiary of the Borrower at the date of the making of such Investment and such person becomes a Subsidiary of the Borrower after such date, such Investment shall, upon the election of the Borrower, thereafter be deemed to have been made pursuant to clause (b) above and shall cease to have been made pursuant to this clause (l) for so long as such person continues to be a Subsidiary of the Borrower;

(m) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, customers and suppliers, in each case in the ordinary course of business or Investments acquired by the Borrower as a result of a foreclosure by the Borrower or any of the Subsidiaries with respect to any secured Investments or other transfer of title with respect to any secured Investment in default;

(n) Investments of a Subsidiary acquired after the Closing Date or of an entity merged into the Borrower or merged into or consolidated with a Subsidiary after the Closing Date, in each case, (i) to the extent such acquisition, merger or consolidation was or is permitted under this Section 6.04 or Section 6.05 and (ii) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, consolidation or amalgamation and were in existence on the date of such acquisition, merger, consolidation or amalgamation;

(o) acquisitions by the Borrower of obligations of one or more officers or other employees of any Parent Entity, the Borrower or its Subsidiaries in connection with such officer's or employee's acquisition of Equity Interests in the Borrower or any Parent Entity, so long as no cash is actually advanced by the Borrower or any of the Subsidiaries to such officers or employees in connection with the acquisition of any such obligations;

(p) Guarantees by the Borrower or any Subsidiary of operating leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into by the Borrower or any Subsidiary in the ordinary course of business;

(q) Investments to the extent that payment for such Investments is made with Qualified Equity Interests in the Borrower or any Parent Entity;

(r) any Investment deemed to be made in connection with the issuance of a Letter of Credit for the account or benefit of any subsidiary or other Person designated by the Borrower to the extent permitted hereunder not to exceed \$50.0 million in the aggregate at any time outstanding;

(s) Investments in Unrestricted Subsidiaries in an aggregate amount outstanding not to exceed the greater of \$60.0 million and 0.15 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period (plus any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the respective investor in respect of investments theretofore made by it pursuant to this clause (s)), as valued at the fair market value (as determined in good faith by the Borrower) of such Investment at the time such Investment is made; provided that if any Investment pursuant to this clause (s) is made in any Unrestricted Subsidiary and such Unrestricted Subsidiary is redesignated a Subsidiary of the Borrower after such date, such redesignation shall increase the amount available pursuant to this clause (s) by an amount equal to the fair market value (as determined in good faith by the Borrower) of the Borrower's Investments in such Subsidiary previously made in reliance on this clause (s) at the time of such redesignation;

(t) Investments consisting of Restricted Payments permitted by Section 6.06;



- (u) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers consistent with past practices;
- (v) [reserved];
- (w) Guarantees permitted under Section 6.01 (except to the extent such Guarantee is expressly subject to Section 6.04);
- (x) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Borrower or any Subsidiary;
- (y) Investments by the Borrower and its Subsidiaries, including loans and advances to any direct or indirect parent of the Borrower, if the Borrower or any other Subsidiary would otherwise be permitted to make a Restricted Payment in such amount (provided that the amount of any such Investment shall also be deemed to be a Restricted Payment under the appropriate paragraph of Section 6.06 for all purposes of this Agreement);
- (z) Investments consisting of Receivables Assets or arising as a result of Permitted Receivables Financings;
- (aa) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing or other arrangements with other persons;
- (bb) Investments consisting of or to finance purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or purchases, sales, licenses or sublicenses (including in respect of gaming licenses) or leases of intellectual property;
- (cc) Investments received substantially contemporaneously in exchange for Qualified Equity Interests in the Borrower or any Parent Entity; provided that such Investments are not included in any determination of the Cumulative Credit;
- (dd) other Investments so long as, immediately after giving effect to such Investment, the Total Leverage Ratio on a Pro Forma Basis would not exceed 2.25 to 1.00;
- (ee) any Investment (i) made pursuant to any Master Lease, any MLSA or any Operations Management Agreement and (ii) in connection with the Emergence Restructuring Transactions;
- (ff) Investments in joint ventures not in excess of (x) the greater of \$100.0 million and 0.25 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period plus (y) an aggregate amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received by the respective investor in respect of investments theretofore made by it pursuant to this clause (ff); provided that if any Investment pursuant to this clause (ff) is made in any person that is not a Subsidiary of the Borrower at the date of the making of such Investment and such person becomes a Subsidiary of the Borrower after such date, such Investment shall, upon the election of the Borrower, thereafter be deemed to have been made pursuant to paragraph (b) above and shall cease to have been made pursuant to this clause (ff) for so long as such person continues to be a Subsidiary of the Borrower;

(gg) any Investment (i) deemed to exist as a result of a Subsidiary that is not a Loan Party distributing a note or other intercompany debt to a parent of such Subsidiary that is a Loan Party (to the extent there is no cash consideration or services rendered for such note), (ii) consisting of intercompany current liabilities in connection with the cash management, tax and accounting operations of the Borrower and the subsidiaries and (iii) consisting of intercompany loans, advances or Indebtedness having a term not exceeding 364 days (inclusive of any roll-overs or extensions of terms) and made in the ordinary course of business; and

(hh) Investments in joint ventures established to develop or operate nightclubs, bars, restaurants, recreation, exercise or gym facilities, or entertainment or retail venues or similar or related establishments or facilities within, in close proximity to or otherwise for the benefit of any project (as reasonably determined by the Borrower) not to exceed at any one time in the aggregate the greater of \$40.0 million and 0.10 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, which Investments may (but are not required to) be made pursuant to (or in lieu of) dispositions in the manner contemplated under Sections 6.05(p) or (q) or received in consideration for dispositions under Sections 6.05(p) or (q).

Any Investment in any person other than a Loan Party that is otherwise permitted by this Section 6.04 may be made through intermediate Investments in Subsidiaries that are not Loan Parties and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above. The amount of any Investment made other than in the form of cash or cash equivalents shall be the fair market value thereof (as determined by the Borrower in good faith) valued at the time of the making thereof, and without giving effect to any subsequent write-downs or write-offs thereof.

For purposes of determining compliance with this covenant, (A) an Investment need not be permitted solely by reference to one category of permitted Investments (or portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Investment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Investment (or any portion thereof) in one of the categories of permitted Investments (or any portion thereof) described in the above clauses.

**SECTION 6.05. Mergers, Consolidations, Sales of Assets and Acquisitions.** Merge into, or consolidate or amalgamate with any other person, or permit any other person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or any part of its assets (whether now owned or hereafter acquired), or issue, sell, transfer or otherwise dispose of any Equity Interests in any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of transactions) all or substantially all of the assets of any other person, except that this Section shall not prohibit:

(a) (i) the purchase and sale of inventory, or the sale of receivables pursuant to non-recourse factoring arrangements, in each case in the ordinary course of business by the Borrower or any Subsidiary, (ii) the acquisition or lease (pursuant to an operating lease) of any other asset in the ordinary course of business by the Borrower or any Subsidiary or, with respect to operating leases, otherwise for fair market value on market terms (as determined in good faith by the Borrower), (iii) the sale of surplus, obsolete, damaged or worn out equipment or other property in the ordinary course of business by the Borrower or any Subsidiary or (iv) the sale or disposition of Permitted Investments in the ordinary course of business;

(b) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger, consolidation or amalgamation of any Subsidiary into or with the Borrower in a transaction in which the Borrower is the survivor, (ii) the merger, consolidation or amalgamation of any Subsidiary into or with any Loan Party in a transaction in which the surviving or resulting entity is a Loan Party and, in the case of each of clauses (i) and (ii), no person other than a Loan Party receives any consideration, (iii) the merger, consolidation or amalgamation of any Subsidiary that is not a Loan Party into or with any other Subsidiary that is not a Loan Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary if the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower or the Subsidiaries and is not materially disadvantageous to the Lenders or (v) any Subsidiary may merge, consolidate or amalgamate into or with any other person in order to effect an Investment permitted pursuant to Section 6.04 so long as the continuing or surviving person shall be a Subsidiary, which shall be a Loan Party if the merging, consolidating or amalgamating Subsidiary was a Loan Party and which together with each of its Subsidiaries shall have complied with the requirements of Section 5.10;

(c) sales, transfers, leases or other dispositions to the Borrower or a Subsidiary (upon voluntary liquidation or otherwise); provided, that any sales, transfers, leases or other dispositions by a Loan Party to a Subsidiary that is not a Loan Party in reliance on this paragraph (c) shall not in the aggregate exceed, in any fiscal year of the Borrower, \$15.0 million;

(d) Sale and Lease-Back Transactions permitted by Section 6.03;

(e) Investments permitted by Section 6.04, Permitted Liens, and Restricted Payments permitted by Section 6.06;

(f) the sale of defaulted receivables in the ordinary course of business and not as part of an accounts receivables financing transaction;

(g) sales, transfers, leases, licenses or other dispositions of assets not otherwise permitted by this Section 6.05; provided, that (i) no Event of Default exists or would result therefrom, (ii) the Net Proceeds thereof are applied in accordance with Section 2.11(b), (iii) such sale, transfer or other disposition of assets shall be for fair market value (as determined in good faith by the Borrower), or if not for fair market value, the shortfall is permitted as an Investment under Section 6.04 and (iv) no such sale, transfer or other disposition of assets in excess of \$25 million shall be permitted unless such disposition is for at least 75% cash consideration; provided, that for purposes of this subclause (g)(iv), each of the following shall be deemed to be cash: (A) the amount of any liabilities (as shown on the Borrower's or any Subsidiary's most recent balance sheet or in the notes thereto) of the Borrower or any Subsidiary of the Borrower (other than liabilities that are by their terms subordinated to the Obligations) that are assumed by the transferee of any such assets or are otherwise cancelled in connection with such transaction, (B) any notes or other obligations or other securities or assets received by the Borrower or such Subsidiary of the Borrower from such transferee that are converted by the Borrower or such Subsidiary of the Borrower into cash within 180 days of the receipt thereof (to the extent of the cash received), (C) any Designated Non-Cash Consideration received by the Borrower or any of its Subsidiaries in such Asset Sale having an aggregate fair market value (as determined in good faith by the Borrower), taken together with all other Designated Non-Cash Consideration

received pursuant to this subclause (g)(iv)(C) that is at that time outstanding, not to exceed the greater of \$75.0 million and 0.20 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value) and (D) with respect to any lease of assets by the Borrower or a Subsidiary that constitutes a disposition, receipt of lease payments over time on market terms (as determined in good faith by the Borrower) where the payment consideration is at least 75% cash consideration.

(h) Permitted Business Acquisitions (including any merger, consolidation or amalgamation in order to effect a Permitted Business Acquisition); provided, that following any such merger, consolidation or amalgamation involving the Borrower, the Borrower is the surviving entity;

(i) leases, licenses, or subleases or sublicenses of any real or personal property in the ordinary course of business;

(j) sales, leases or other dispositions of inventory or sales, licenses, sublicenses or other dispositions or abandonment of intellectual property of the Borrower or any of its Subsidiaries determined by the management of the Borrower to be no longer useful or necessary in the operation of the business of the Borrower or any of the Subsidiaries;

(k) acquisitions and purchases made with the proceeds of any Asset Sale pursuant to the first proviso of paragraph (a) of the definition of "Net Proceeds";

(l) the purchase and sale or other transfer (including by capital contribution) of Receivables Assets pursuant to Permitted Receivables Financings;

(m) any exchange of assets for other assets used or useful in a Similar Business that are of comparable or greater value (other than any such exchanges by the Borrower or Subsidiary with a Person that is an Affiliate of the Borrower or Subsidiary); provided, that (i) at least 90% of the consideration received by the transferor consists of assets that will be used in a business or business activity permitted hereunder, and (ii) in the event of a swap with a fair market value (as determined in good faith by the Borrower) in excess of \$10.0 million, such exchange shall have been approved by at least a majority of the Board of Directors of the Borrower; provided, further, that (A) no Event of Default exists or would result therefrom and (B) with respect to any such exchange with aggregate gross consideration that has a fair market value (as determined in good faith by the Borrower) in excess of \$10.0 million, immediately after giving effect thereto, the Borrower shall be in Pro Forma Compliance;

(n) any disposition, merger, consolidation, amalgamation or dissolution in connection with the Transactions and the Emergence Restructuring Transactions;

(o) any disposition made pursuant to any Master Lease, any Additional Lease, any MLSA or any Operations Management Agreement;

(p) (i) the lease, sublease or license of any portion of any project to persons who, either directly or through Affiliates of such persons, intend to operate or manage nightclubs, bars, restaurants, recreation areas, spas, pools, exercise or gym facilities, or entertainment or retail venues or similar or related establishments or facilities within such project and (ii) the grant of declarations of covenants, conditions and restrictions and/or easements with respect to common area spaces and similar instruments benefiting such tenants of such leases, subleases and licenses

generally and/or entered into connection with any project (collectively, the “Venue Easements,” and together with any such leases, subleases or licenses, collectively the “Venue Documents”); provided that (A) no Event of Default shall exist and be continuing at the time any such Venue Document is entered into or would occur as a result of entering into such Venue Document, (B) the Loan Parties shall be required to maintain control (which may be through required contractual standards) over the primary aesthetics and standards of service and quality of the business being operated or conducted in connection with any such leased, subleased or licensed space and (C) no Venue Document or operations conducted pursuant thereto would reasonably be expected to materially interfere with, or materially impair or detract from, the operations of the Borrower and the Subsidiaries; provided further that upon request by the Borrower, the Collateral Agent on behalf of the Secured Parties shall provide the tenant, subtenant or licensee under any Venue Document with a subordination, non-disturbance and attornment agreement substantially in the form of Exhibit K or in such other form as is reasonably satisfactory to the Collateral Agent and the applicable Loan Party;

(q) the dedication of space or other dispositions of property in connection with and in furtherance of constructing structures or improvements reasonably related to the development, construction and operation of any project; provided that in each case such dedication or other dispositions are in furtherance of, and do not materially impair or interfere with the operations of the Borrower and the Subsidiaries;

(r) dedications of, or the granting of easements, rights of way, rights of access and/or similar rights, to any Governmental Authority, utility providers, cable or other communication providers and/or other parties providing services or benefits to any project, any Real Property held by the Loan Parties or the public at large that would not reasonably be expected to interfere in any material respect with the operations of the Borrower and the Subsidiaries; provided that upon request by the Borrower, the Administrative Agent shall direct the Collateral Agent on behalf of the Secured Parties to subordinate its Mortgage on such Real Property to such easement, right of way, right of access or similar agreement in such form as is reasonably satisfactory to the Administrative Agent and the applicable Loan Party;

(s) any disposition of Equity Interests in a Subsidiary pursuant to an agreement or other obligation with or to a person (other than the Borrower and the Subsidiaries) from whom such Subsidiary was acquired or from whom such Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(t) dispositions of assets that do not constitute Collateral with an aggregate fair market value (as determined in good faith by the Borrower) of not more than the greater of \$10.0 million and 0.025 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(u) dispositions of non-core assets acquired in connection with a Permitted Business Acquisition or other Permitted Investment;

(v) other dispositions of assets with a fair market value (as determined in good faith by the Borrower) of not more than the greater of \$10.0 million and 0.025 times the EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(w) dispositions set forth on Schedule 6.05; and

(x) subject to the last paragraph of this Section 6.05, each of the Borrower and the Subsidiaries may enter into any leases, subleases, easements or licenses with respect to any of its Real Property.

Notwithstanding the foregoing provisions of this Section 6.05, subsection (x) above shall be subject to the additional provisos that: (a) no Event of Default shall exist and be continuing at the time such transaction, lease, sublease, easement or license is entered into, (b) such transaction, lease, sublease, easement or license would not reasonably be expected to materially interfere with, or materially impair or detract from, the operation of the applicable project, and (c) no lease or sublease may provide that a Loan Party subordinate its fee, condominium or leasehold interest to any lessee or any party financing any lessee; provided that, upon request by the Borrower, the Administrative Agent shall direct the Collateral Agent on behalf of the Secured Parties to provide the tenant under any such lease or sublease with a subordination, non-disturbance and attornment agreement in such form as is reasonably satisfactory to the Administrative Agent (it being understood and agreed that no such agreement shall be required to be provided unless (A) no Event of Default shall exist and be continuing at such time or would occur as a result thereof and (B) no Material Adverse Effect would result therefrom). To the extent any Collateral is sold or disposed of in a transaction expressly permitted by this Section 6.05 to any person other than the Borrower or any Subsidiary Loan Party, such Collateral shall be sold or disposed of free and clear of the Liens created by the Loan Documents (provided that, for the avoidance of doubt, with respect to any disposal consisting of an operating lease or license, the underlying property retained by the Borrower or such Subsidiary Loan Party will not be so released), and the Administrative Agent shall take, and is hereby authorized by each Lender to take, any actions reasonably requested by the Borrower in order to evidence the foregoing.

SECTION 6.06. Restricted Payments. Declare or pay any dividend or make any other distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, with respect to any of its Equity Interests (other than dividends and distributions on Equity Interests payable solely by the issuance of additional Equity Interests (other than Disqualified Stock) of the person paying such dividends or distributions) or directly or indirectly redeem, purchase, retire or otherwise acquire for value (or permit any Subsidiary to purchase or acquire) any Equity Interests in the Borrower or set aside any amount for any such purpose (other than through the issuance of additional Equity Interests (other than Disqualified Stock) of the Borrower) (the foregoing, "Restricted Payments"); provided, however, that:

(a) Restricted Payments may be made to the Borrower or to any Wholly-Owned Subsidiary of the Borrower (or, in the case of non-Wholly-Owned Subsidiaries, to the Borrower or any Subsidiary of the Borrower that is a direct or indirect parent of such Subsidiary and to each other owner of Equity Interests in such Subsidiary on a pro rata basis (or more favorable basis from the perspective of the Borrower or such Subsidiary) based on their relative ownership interests);

(b) Restricted Payments may be made (x) in respect of (i) overhead, legal, accounting and other professional fees and expenses of any Parent Entity, (ii) fees and expenses related to any public offering or private placement of debt or equity securities of any Parent Entity whether or not consummated, (iii) franchise and similar taxes and other fees and expenses, required to maintain any Parent Entity's existence, (iv) payments permitted by Section 6.07(b) (other than clauses (vii), (xxii) and (xxiii) thereof), and (v) customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers, directors and employees of any Parent Entity, in each case in order to permit any Parent Entity to make such payments; provided, that in the case of clauses (i), (ii) and (iii), the amount of such Restricted Payments shall not exceed the portion of any amounts referred to in such clauses (i), (ii) and (iii) that are

allocable to the Borrower or its Subsidiaries and (y) in respect of any taxable period for which the Borrower and/or any of its Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar tax group for U.S. federal and/or applicable state, local or foreign tax purposes of which any Parent Entity is the common parent, or for which the Borrower is a disregarded entity for U.S. federal and/or applicable state or local income tax purposes, distributions to any Parent Entity in an amount not to exceed the amount of any such U.S. federal, state, local or foreign taxes that the Borrower and/or its Subsidiaries, as applicable, would have paid for such taxable period had the Borrower and/or its Subsidiaries, as applicable, been a stand-alone corporate taxpayer or a stand-alone corporate group;

(c) Restricted Payments may be made to any Parent Entity the proceeds of which are used to purchase or redeem the Equity Interests in the Borrower or any Parent Entity (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of any Parent Entity, the Borrower or any of the Subsidiaries or by any Plan or any shareholders' agreement then in effect upon such person's death, disability, retirement or termination of employment or under the terms of any such Plan or any other agreement under which such shares of stock or related rights were issued; provided, that the aggregate amount of such purchases or redemptions under this paragraph (c) shall not exceed in any fiscal year (1) \$15.0 million, plus (2) (x) the amount of net proceeds contributed to the Borrower that were received by any Parent Entity during such calendar year from sales of Equity Interests in any Parent Entity to directors, consultants, officers or employees of any Parent Entity, the Borrower or any Subsidiary in connection with permitted employee compensation and incentive arrangements, and (y) the amount of net proceeds of any key-man life insurance policies received during such calendar year, which, if not used in any year, may be carried forward to any subsequent calendar year, subject, with respect to unused amounts from clause (1) of this proviso that are carried forward, to an overall limit in any fiscal year of \$30.0 million (which shall increase to \$50.0 million subsequent to a Qualified IPO); and provided, further, that cancellation of Indebtedness owing to the Borrower or any Subsidiary of the Borrower from members of management of any Parent Entity, the Borrower or its Subsidiaries in connection with a repurchase of Equity Interests in any Parent Entity will not be deemed to constitute a Restricted Payment for purposes of this Section 6.06;

(d) noncash repurchases of Equity Interests deemed to occur upon exercise of stock options if such Equity Interests represent a portion of the exercise price of such options;

(e) Restricted Payments may be made in an aggregate amount equal to the portion, if any, of the Cumulative Credit on such date that the Borrower elects to apply to this Section 6.06(e), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be so applied; provided, that (i) no Event of Default shall have occurred and be continuing, (ii) after giving effect thereto, the Borrower is in Pro Forma Compliance and (iii) the date of such Restricted Payment shall not occur during a Covenant Suspension Period;

(f) Restricted Payments may be made in connection with the consummation of the Transactions and the Emergence Restructuring Transactions;

(g) Restricted Payments may be made to allow any Parent Entity to make payments in cash, in lieu of the issuance of fractional shares, upon the exercise of warrants or upon the conversion or exchange of Equity Interests in any such person;

(h) after a Qualified IPO, Restricted Payments may be made (including to any Parent Entity so that any Parent Entity may make Restricted Payments to its equity holders) in an amount equal to 6% per annum of the net proceeds received by the Borrower from any public offering of Equity Interests in the Borrower or any Parent Entity; provided, that no Event of Default shall have occurred and be continuing;

(i) other Restricted Payments may be made; provided that, no Event of Default has occurred and is continuing or would result therefrom and after giving effect to such Restricted Payment, the Total Leverage Ratio on a Pro Forma Basis would not exceed 2.00 to 1.00;

(j) any Restricted Payment made under any Master Lease, any MLSA or any Operations Management Agreement;

(k) Restricted Payments out of Declined Proceeds not applied to the prepayment of Term Loans in an aggregate amount not to exceed \$37.5 million; or

(l) Restricted Payments may be made to any Parent Entity to finance any Investment permitted to be made pursuant to Section 6.04; provided that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Subsidiary or (2) the merger, consolidation or amalgamation (to the extent permitted in Section 6.05) of the person formed or acquired into the Borrower or a Subsidiary in order to consummate such Permitted Business Acquisition or Investment, in each case, in accordance with the requirements of Section 5.10;

(m) Restricted Payments may be made in an aggregate amount, together with any payments and distributions made in respect of Junior Financings pursuant to Section 6.09(b)(i)(G), equal to the greater of \$50.0 million and 0.125 times the EBITDA calculated on a Pro Forma Basis for the Test Period; provided, that no Event of Default shall have occurred and be continuing;

(n) Restricted Payments may be made in an amount equal to Excluded RP Contributions;

(o) any Restricted Payment deemed to be made in connection with the issuance of Letters of Credit for the account or benefit of any subsidiary or any other Person designated by the Borrower to the extent permitted hereunder not to exceed \$50.0 million in the aggregate at any time outstanding; and

(p) Restricted Payments described on Schedule 6.06 may be made.

For purposes of determining compliance with this covenant, (A) a Restricted Payment need not be permitted solely by reference to one category of permitted Restricted Payments (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that a Restricted Payment (or any portion thereof) meets the criteria of one or more of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted Restricted Payment (or any portion thereof) in any manner that complies with this covenant and at the time of classification or reclassification will be entitled to only include the amount and type of such Restricted Payment (or any portion thereof) in one of the categories of permitted Restricted Payments (or any portion thereof) described in the above clauses.



SECTION 6.07. Transactions with Affiliates.

(a) Sell or transfer any property or assets to, or purchase or acquire any property or assets from, or otherwise engage in any other transaction with, any of its Affiliates or any known direct or indirect holder of 10% or more of any class of Equity Interests in the Borrower (collectively, "Section 6.07 Affiliates") in a transaction involving aggregate consideration in excess of \$20.0 million, unless such transaction is (i) otherwise permitted or required under this Agreement or (ii) upon terms no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate. For purposes of this Section 6.07, any transaction with any Affiliate or any such 10% holder shall be deemed to have satisfied the standard set forth in clause (ii) of the immediately preceding sentence if such transaction is approved by a majority of the Disinterested Directors of the Borrower.

(b) The foregoing paragraph (a) shall not prohibit, to the extent otherwise permitted under this Agreement:

(i) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, equity purchase agreements, stock options and stock ownership plans approved by the Board of Directors of the Borrower;

(ii) loans or advances to employees or consultants of any Parent Entity, the Borrower or any of the Subsidiaries in accordance with Section 6.04(e);

(iii) transactions among the Borrower or any Subsidiary or any entity that becomes a Subsidiary as a result of such transaction (including via merger, consolidation or amalgamation in which the Borrower or a Subsidiary is the surviving entity);

(iv) the payment of fees, reasonable out-of-pocket costs and indemnities to directors, officers, consultants and employees of any Parent Entity, the Borrower and the Subsidiaries in the ordinary course of business (limited, in the case of any Parent Entity, to the portion of such fees and expenses that are allocable to the Borrower and the Subsidiaries);

(v) the Transactions, any transactions pursuant to the Transaction Documents and permitted transactions, agreements and arrangements in existence (or to be entered into) on the Closing Date and, to the extent involving aggregate consideration in excess of \$20.0 million, set forth on Schedule 6.07 or any amendment thereto or replacement thereof or similar arrangement to the extent such amendment, replacement or arrangement is not materially adverse to the Lenders when taken as a whole as determined by the Borrower in good faith) and other transactions, agreements and arrangements described on Schedule 6.07, and any amendment thereto or replacement thereof or similar transactions, agreements or arrangements entered into by the Borrower or any of the Subsidiaries to the extent such amendment is not materially adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower);

(vi) (A) any employment agreements entered into by the Borrower or any of the Subsidiaries in the ordinary course of business, (B) any subscription agreement or similar agreement pertaining to the repurchase of Equity Interests pursuant to put/call rights or similar rights with employees, officers or directors, and (C) any employee compensation, benefit plan or arrangement, any health, disability or similar insurance plan which covers employees, and any reasonable employment contract and transactions pursuant thereto;

- (vii) Restricted Payments permitted under Section 6.06, including payments to any Parent Entity;
- (viii) payments by the Borrower or any of the Subsidiaries of the Borrower to any Section 6.07 Affiliate made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including in connection with acquisitions or divestitures, which payments are approved by the majority of the Board of Directors of the Borrower, or a majority of the Disinterested Directors of the Borrower, in good faith;
- (ix) transactions with Wholly-Owned Subsidiaries for the purchase or sale of goods, equipment, products, parts and services entered into in the ordinary course of business in a manner consistent with past practice;
- (x) any transaction in respect of which the Borrower delivers to the Administrative Agent a letter addressed to the Board of Directors of the Borrower from an accounting, appraisal or investment banking firm, in each case of nationally recognized standing that is in the good faith determination of the Borrower qualified to render such letter which letter states that (i) such transaction is on terms that are no less favorable to the Borrower or such Subsidiary, as applicable, than would be obtained in a comparable arm's-length transaction with a person that is not an Affiliate or (ii) such transaction is fair to the Borrower or such Subsidiary, as applicable, from a financial point of view;
- (xi) transactions in connection with the issuance of Letters of Credit for the account or benefit of any subsidiary or any other Person designated by the Borrower to the extent permitted hereunder (including with respect to the issuance of or payments in connection with drawings under Letters of Credit);
- (xii) transactions with joint ventures for the purchase or sale of goods, equipment, products, parts and services entered into in the ordinary course of business;
- (xiii) [reserved];
- (xiv) any transactions made pursuant to any Master Lease, any Additional Lease, any MLSA or any Operations Management Agreement;
- (xv) the issuance, sale or transfer of Equity Interests in the Borrower, including in connection with capital contributions by a Parent Entity to the Borrower;
- (xvi) the issuance of Equity Interests to the management of any Parent Entity, the Borrower or any Subsidiary in connection with the Transactions;
- (xvii) (1) payments permitted under Section 6.06(b) and (2) entering into, and any transactions pursuant to, a tax sharing agreement;
- (xviii) transactions pursuant to any Permitted Receivables Financing;
- (xix) payments, loans (or cancellation of loans) or advances to employees or consultants that are (i) approved by a majority of the Disinterested Directors of the Board of Directors of the Borrower in good faith, (ii) made in compliance with applicable law and (iii) otherwise permitted under this Agreement;

(xx) transactions with customers, clients, suppliers, or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower or the Subsidiaries;

(xxi) transactions between the Borrower or any of the Subsidiaries and any person, a director of which is also a director of the Borrower or any direct or indirect parent company of the Borrower, provided, however, that (A) such director abstains from voting as a director of the Borrower or such direct or indirect parent company, as the case may be, on any matter involving such other person and (B) such person is not an Affiliate of the Borrower for any reason other than such director's acting in such capacity;

(xxii) transactions permitted by, and complying with, the provisions of Section 6.04(b), 6.04(e), 6.04(h), 6.04(o), 6.04(p), 6.04(w), 6.04(y), 6.04(cc), 6.05(b) or 6.06;

(xxiii) transactions undertaken in good faith (in the reasonable opinion of the Borrower) for the purpose of improving the consolidated tax efficiency of any Parent Entity, the Borrower and the Subsidiaries (provided that such transactions, taken as a whole, are not materially adverse to the Borrower and the Subsidiaries);

(xxiv) investments by the Sponsors or CEC in securities of the Borrower or any of the Subsidiaries of the Borrower so long as (A) the investment is being offered generally to other investors on the same or more favorable terms and (B) the investment constitutes less than 5.0% of the outstanding issue amount of such class of securities;

(xxv) any transactions in connection with the Emergence Restructuring Transactions and all other transactions contemplated by the Plan of Reorganization; or

(xxvi) any transactions pursuant to or in connection with the CES Agreements.

Notwithstanding the foregoing, CEC, Caesars Acquisition Company and their respective Affiliates (other than the Borrower and its Subsidiaries) shall not be considered Section 6.07 Affiliates of the Borrower or its Subsidiaries with respect to any transaction, so long as the transaction is in the ordinary course of business, pursuant to agreements existing on the Closing Date or pursuant to any Master Lease, any Additional Lease, any MLSA, any Operations Management Agreement, any CES Agreement, any intellectual property license or related agreement, management agreement or shared services agreement entered into with the Borrower and/or its Subsidiaries or, in each case, amendments, modifications or supplements thereto, or replacements thereof, that are not materially adverse to the Borrower or its Subsidiaries, taken as a whole

SECTION 6.08. Business of the Borrower and the Subsidiaries. Notwithstanding any other provisions hereof, engage at any time in any material respect in any business or business activity substantially different from any business or business activity conducted by any of them on the Closing Date after giving effect to the Transactions or any Similar Business, and in the case of a Special Purpose Receivables Subsidiary, Permitted Receivables Financings.

SECTION 6.09. Limitation on Payments and Modifications of Indebtedness; Modifications of Governing Documents and Lease Arrangements; etc.

(a) Amend or modify in any manner materially adverse to the Lenders taken as a whole (as determined in good faith by the Borrower), or grant any waiver or release under or terminate in any manner (if such granting or termination shall be materially adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower)), the articles or certificate of incorporation, by-laws, limited liability company operating agreement, partnership agreement or other organizational documents of the Borrower or any Subsidiary Loan Party.

(b) (i) Make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on the loans under any Indebtedness of the Borrower or any Subsidiary that is expressly subordinate to the Obligations (“Junior Financing”), or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination in respect of any Junior Financing except for (A) Refinancings with Permitted Refinancing Indebtedness permitted by Section 6.01, (B) payments of regularly scheduled interest and fees due thereunder, other non-accelerated and non-principal payments thereunder, any mandatory prepayments of principal, interest and fees thereunder, scheduled payments thereon necessary to avoid the Junior Financing to constitute “applicable high yield discount obligations” within the meaning of Section 163(i)(1) of the Code, and payment of principal on the scheduled maturity date of any Junior Financing (or within one year thereof), (C) payments or distributions in respect of all or any portion of the Junior Financing with Excluded RP Contributions, (D) the conversion of any Junior Financing to Equity Interests in the Borrower or any Parent Entity, (E) so long as no Event of Default has occurred and is continuing or would result therefrom and after giving effect to such payment or distribution the Borrower would be in Pro Forma Compliance, payments or distributions in respect of Junior Financings prior to their scheduled maturity made, in an aggregate amount, not to exceed the portion, if any, of the Cumulative Credit on the date of such election that the Borrower elects to apply to this Section 6.09(b)(i)(E), such election to be specified in a written notice of a Responsible Officer of the Borrower calculating in reasonable detail the amount of Cumulative Credit immediately prior to such election and the amount thereof elected to be applied, (F) other payments or distributions in respect of Junior Financings prior to their scheduled maturity date; provided that, no Event of Default has occurred and is continuing or would result therefrom and after giving effect to such Restricted Payment, the Total Leverage Ratio on a Pro Forma Basis would not exceed 2.00 to 1.00, (G) so long as no Event of Default has occurred and is continuing, payments and distributions in respect of Junior Financings prior to their scheduled maturity date may be made in an aggregate amount, together with any Restricted Payments made pursuant to Section 6.06(m), equal to the greater of \$50.0 million and 0.125 times the EBITDA calculated on a Pro Forma Basis for the Test Period and (H) payments or distributions in respect of Indebtedness among the Loan Parties and the Subsidiaries, subject to compliance with the subordination provisions applicable to such Indebtedness; provided, that, for purposes of determining compliance with this Section 6.09(b)(i), (A) a payment or other distribution need not be permitted solely by reference to one category of permitted payments or other distributions (or any portion thereof) described in the above clauses but may be permitted in part under any combination thereof and (B) in the event that a payment or other distribution (or any portion thereof) meets the criteria of one or more of the categories of permitted payments or other distributions (or any portion thereof) described in the above clauses, the Borrower may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such permitted payment or other distribution (or any portion thereof) in any manner that complies with this Section 6.09(b)(i) and at the time of classification or reclassification will be entitled to only include the amount and type of such payment or other distribution (or any portion thereof) in one of the categories of permitted payments or other distributions (or any portion thereof) described in the above clauses; or

(ii) Amend or modify, or permit the amendment or modification of, any provision of Junior Financing that constitutes Material Indebtedness or any agreement, document or instrument evidencing or relating thereto, other than amendments or modifications that (A) are not materially adverse to Lenders when taken as a whole (as determined in good faith by the Borrower) and that do not affect the subordination or payment provisions thereof (if any) in a manner adverse to the Lenders when taken as a whole (as determined in good faith by the Borrower) or (B) otherwise comply with the definition of “Permitted Refinancing Indebtedness” or, after giving effect to such amendment or modification, result in Indebtedness that would have been permitted to be incurred under Section 6.01 if originally incurred on such terms.

(c) Permit any Material Subsidiary to enter into any agreement or instrument that by its terms restricts (i) the payment of dividends or distributions or the making of cash advances to the Borrower or any Subsidiary that is a direct or indirect parent of such Subsidiary or (ii) the granting of Liens by the Borrower or such Material Subsidiary pursuant to the Security Documents, in each case other than those arising under any Loan Document, except, in each case, restrictions existing by reason of:

(A) restrictions imposed by applicable law;

(B) contractual encumbrances or restrictions (x) in effect on the Closing Date under Indebtedness existing on the Closing Date and set forth on Schedule 6.01, or (y) in any Refinancing Notes or any agreements related to any Permitted Refinancing Indebtedness in respect of any such Indebtedness that, in each case, do not materially expand the scope of any such encumbrance or restriction (as determined in good faith by the Borrower);

(C) any restriction on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Equity Interests or assets of a Subsidiary;

(D) customary provisions in joint venture agreements and other similar agreements;

(E) any restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent that such restrictions apply only to the specific property or assets securing such Indebtedness and not all or substantially all assets;

(F) any restrictions imposed by any agreement relating to Indebtedness incurred pursuant to Sections 6.01(h), 6.01(k), 6.01(r), 6.01(y) or 6.01(ee) or Permitted Refinancing Indebtedness in respect thereof, to the extent such restrictions are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement (as determined in good faith by the Borrower);

(G) customary provisions contained in leases or licenses of intellectual property and other similar agreements entered into in the ordinary course of business;

(H) customary provisions restricting subletting or assignment of any lease governing a leasehold interest;

(I) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(J) customary restrictions and conditions contained in any agreement relating to the sale, transfer, lease or other disposition of any asset permitted under Section 6.05 pending the consummation of such sale, transfer, lease or other disposition;

(K) customary restrictions and conditions contained in the document relating to any Lien, so long as (1) such Lien is a Permitted Lien and such restrictions or conditions relate only to the specific asset subject to such Lien and (2) such restrictions and conditions are not created for the purpose of avoiding the restrictions imposed by this Section 6.09;

(L) customary net worth provisions contained in Real Property leases entered into by Subsidiaries of the Borrower, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations;

(M) any agreement in effect at the time such subsidiary becomes a Subsidiary (including in connection with the Emergence Restructuring Transactions), so long as such agreement was not entered into in contemplation of such person becoming a Subsidiary;

(N) restrictions in agreements representing Indebtedness permitted under Section 6.01 of a Subsidiary of the Borrower that is not a Subsidiary Loan Party;

(O) customary restrictions on leases, subleases, licenses or Equity Interests or asset sale agreements otherwise permitted hereby as long as such restrictions relate to the Equity Interests and assets subject thereto;

(P) restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(Q) restrictions contained in any Permitted Receivables Document with respect to any Special Purpose Receivables Subsidiary;

(R) restrictions contained in any agreements related to a Project Financing or Qualified Non-Recourse Debt;

(S) restrictions contained in any Master Lease, any Additional Lease, any MLSA or any Operations Management Agreement; or

(T) any encumbrances or restrictions of the type referred to in Sections 6.09(c)(i) and 6.09(c)(ii) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of or similar arrangements or the contracts, instruments or obligations referred to in clauses (A) through (S) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings or similar arrangements are, in the good faith judgment of the Borrower, no more restrictive with respect to such dividend, other payment and Lien restrictions than those contained in the dividend, other payment and Lien restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing or similar arrangements.

(d) Neither Borrower nor any Master Lease Tenant will terminate or allow or consent to the termination of any Master Lease or any MLSA related to a Master Lease or will enter into any amendment, waiver or modification to any Master Lease or any MLSA related to a Master Lease if (i) such amendment, waiver or modification could reasonably be expected to have a Material Adverse Effect or (ii) after giving pro forma effect to such amendment, waiver or modification, Borrower will not be in compliance with the provisions of Section 6.11; provided that neither Borrower nor any Master Lease Tenant will allow any amendment, waiver or modification of any Master Lease or any MLSA related to a Master Lease that (i) shortens the term of such Master Lease or MLSA related to a Master Lease to less than twenty (20) years (including extension or renewal options) from the Closing Date, (ii) amends, waives or modifies Articles XIV (Insurance Proceeds), XV (Condemnation), XVII (Leasehold Mortgagees) or XXII (Assignments) of the applicable Master Lease (including by amendment of the defined terms used therein), in each case, in a manner materially adverse to the interests of the Secured

Parties or (iii) amends, waives or modifies Article XI (Liens) of the applicable Master Lease to the extent adversely impacting the ability of the Secured Parties to obtain or maintain a Lien on the Properties of Borrower or its Subsidiaries, in each case, without the consent of the Required Lenders. Each Master Lease Tenant shall not transfer its rights or obligations under the applicable Master Lease to any Person other than to Borrower or any Subsidiary Loan Party (or a Person that becomes a Subsidiary Loan Party in connection with such transaction) or if such Master Lease Tenant is a Subsidiary that is not a Subsidiary Loan Party, to another Subsidiary; provided, however, that no such transfer shall be permitted hereunder unless expressly permitted under the applicable Master Lease or consented to in writing by the applicable Master Lease Landlord.

SECTION 6.10. Fiscal Year. In the case of the Borrower, permit any change to its fiscal year without prior notice to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

SECTION 6.11. Financial Performance Covenant. With respect to the Revolving Facility only, permit the Senior Secured Leverage Ratio on the last day of any fiscal quarter (beginning with the fiscal quarter ended on the last day of the first full fiscal quarter after the Closing Date, but excluding any fiscal quarter the last day of which occurs during a Covenant Suspension Period), solely to the extent that on such date the Testing Condition is satisfied, to exceed 3.50 to 1.00.

## ARTICLE VII Events of Default

SECTION 7.01. Events of Default. In case of the happening of any of the following events (each, an “Event of Default”):

(a) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or any certificate or document delivered pursuant hereto or thereto shall prove to have been false or misleading in any material respect when so made or deemed made; provided, that the failure of any representation or warranty made or deemed made by any Loan Party (other than the representations and warranties referred to in clause (i) of Section 4.01(b)) to be true and correct in any material respect on the Closing Date will not constitute an Event of Default hereunder;

(b) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(c) default shall be made in the payment of any interest on any Loan or the reimbursement with respect to any L/C Obligation or in the payment of any Fee or any other amount (other than an amount referred to in clause (b) above) due under any Loan Document, when and as the same shall become due and payable, and such default shall continue unremedied for a period of five Business Days;

(d) default shall be made in the due observance or performance by the Borrower of any covenant, condition or agreement contained in Section 5.01(a) (with respect to the Borrower), 5.05(a) or 5.08 or in Article VI; provided, that any breach of the Financial Performance Covenant shall not, by itself, constitute an Event of Default under any Term Facility and the Term Loans may not be accelerated as a result thereof unless there are Revolving Facility Loans outstanding that have been accelerated by the Required Revolving Facility Lenders pursuant to the last sentence of this Section 7.01 as a result of such breach of the Financial Performance Covenant and the Revolving Facility Commitments have been terminated by the Required Revolving Facility Lenders;

(e) default shall be made in the due observance or performance by the Borrower or any Loan Party of any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraphs (b), (c) and (d) above) and such default shall continue unremedied for a period of 30 days (or 60 days if such default results solely from a failure of a Subsidiary that is not a Loan Party to duly observe or perform any such covenant, condition or agreement) after notice thereof from the Administrative Agent to the Borrower;

(f) (i) any event or condition occurs that (A) results in any Material Indebtedness becoming due prior to its scheduled maturity or (B) enables or permits (with all applicable grace periods having expired) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; or (ii) the Borrower or any of the Material Subsidiaries shall fail to pay the principal of any Material Indebtedness at the stated final maturity thereof; provided that this clause (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness;

(g) there shall have occurred a Change in Control;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or any Material Subsidiary, or of a substantial part of the property or assets of the Borrower or any Material Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of the property or assets of the Borrower or any Material Subsidiary or (iii) the winding-up or liquidation of the Borrower or any Material Subsidiary (other than as permitted hereunder); and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in paragraph (h) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Material Subsidiary or for a substantial part of the property or assets of the Borrower or any Material Subsidiary, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) become unable or admit in writing its inability or fail generally to pay its debts as they become due;

(j) the failure by the Borrower or any Material Subsidiary to pay one or more final judgments aggregating in excess of \$50.0 million (to the extent not covered by insurance or indemnities), which judgments are not discharged or effectively waived or stayed for a period of 45 consecutive days, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of the Borrower or any Material Subsidiary to enforce any such judgment;



(k) (i) a trustee shall be appointed by a United States district court to administer any Plan, (ii) an ERISA Event or ERISA Events shall have occurred with respect to any Plan or Multiemployer Plan, (iii) the PBGC shall institute proceedings (including giving notice of intent thereof) to terminate any Plan or Plans, (iv) the Borrower or any Subsidiary or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA or (v) the Borrower or any Subsidiary shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan that would subject the Borrower or any Subsidiary to tax; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect;

(l) (i) any material provision of any Loan Document shall for any reason be asserted in writing by the Borrower or any Loan Party not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by any Security Document and to extend to assets that constitute a material portion of the Collateral shall cease to be, or shall be asserted in writing by any Loan Party not to be, a valid and perfected security interest (perfected as or having the priority required by this Agreement or the relevant Security Document and subject to such limitations and restrictions as are set forth herein and therein), except to the extent that any such loss of perfection or priority results from the limitations of foreign laws, rules and regulations as they apply to pledges of Equity Interests in Foreign Subsidiaries or the application thereof, or except from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Agreement or to file Uniform Commercial Code continuation statements or take the actions described on Schedule 3.04 and except to the extent that such loss is covered by a lender’s title insurance policy and the Collateral Agent shall be reasonably satisfied with the credit of such insurer, or (iii) a material portion of the Guarantees by the Subsidiary Loan Parties guaranteeing the Obligations shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by the Borrower or any Subsidiary Loan Party not to be in effect or not to be legal, valid and binding obligations (other than in accordance with the terms thereof); provided, that no Event of Default shall occur under this Section 7.01(l) if the Loan Parties cooperate with the Collateral Agent to replace or perfect such security interest and Lien, such security interest and Lien is replaced and the rights, powers and privileges of the Secured Parties are not materially adversely affected by such replacement;

(m) the occurrence of a License Revocation with respect to a license issued to the Borrower or any Subsidiary by any Gaming Authority with respect to gaming operations at any gaming facility of the Borrower or any Subsidiary that continues for 30 calendar days after the cessation of the affected operations as a result of such License Revocation to the extent that such License Revocation, together with all prior License Revocations that are still in effect, would reasonably be expected to have a Material Adverse Effect;

(n) CEC shall grant any consensual Lien on any of the Equity Interests in the Borrower; and

(o) (i) any Master Lease or MLSA related to a Master Lease shall terminate or otherwise cease to be effective, in each case other than upon the expiration or termination thereof with respect to any particular property or properties pursuant to the terms thereof or pursuant to

any amendment, waiver or modification thereof not prohibited by Section 6.09(d) hereof or (ii) an “Event of Default (as defined in such Master Lease) shall have occurred and be continuing under sections 16.1(a), 16.1(b), 16.1(j), 16.1(k) and 16.1(n) of any Master Lease that, in any such case, permits the landlord thereunder to terminate such Master Lease, or (iii) a Right to Terminate Notice (as defined in a Master Lease) is given to the Collateral Agent pursuant to Section 17.1(d) of the applicable Master Lease or (iv) any Master Lease Tenant shall cease to be the Borrower or a Wholly-Owned Subsidiary of the Borrower (other than any Master Lease Tenant that is not the Borrower or a Wholly-Owned Subsidiary on the Closing Date),

then, and in every such event (other than an event with respect to the Borrower described in paragraph (h) or (i) above and an event described in paragraph (d) above unless the first proviso thereto is applicable), and at any time thereafter during the continuance of such event, the Administrative Agent, at the request of the Required Lenders, shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments, (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding and (iii) if the Loans have been declared due and payable pursuant to clause (ii) above, demand Cash Collateral pursuant to Section 2.05(g); and in any event with respect to the Borrower described in paragraph (h) or (i) above, the Commitments shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall automatically become due and payable and the Administrative Agent shall be deemed to have made a demand for Cash Collateral to the full extent permitted under Section 2.05(g), without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding. In the case of an Event of Default under clause (d) above arising with respect to a failure to comply with the Financial Performance Covenant, and at any time thereafter during the continuance of such event, unless the conditions of the first proviso contained in clause (d) above have been satisfied, subject to Section 7.02, the Administrative Agent, at the request of the Required Revolving Facility Lenders, shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate forthwith the Revolving Facility Commitments and (ii) declare the Revolving Facility Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Revolving Facility Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder with respect to such Revolving Facility Loans, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, anything contained herein or in any other Loan Document to the contrary notwithstanding.

SECTION 7.02. Right to Cure. Notwithstanding anything to the contrary contained in Section 7.01, in the event that the Borrower fails (or, but for the operation of this Section 7.02, would fail) to comply with the requirements of the Financial Performance Covenant, until the expiration of the 10th Business Day subsequent to the date the certificate calculating such Financial Performance Covenant is required to be delivered pursuant to Section 5.04(c), any Parent Entity and/or the Borrower shall have the right to issue Permitted Cure Securities for cash or otherwise receive cash contributions to the capital of any Parent Entity and/or the Borrower (and, with respect to any Parent Entity, in each case, to contribute any such cash to the capital of the Borrower) (collectively, the “Cure Right”), and upon the receipt by the Borrower of such cash (the “Cure Amount”) pursuant to the exercise by any Parent Entity and/or the Borrower of such Cure Right such Financial Performance Covenant shall be recalculated

giving effect to a pro forma adjustment by which EBITDA shall be increased with respect to such applicable quarter and any four-quarter period that contains such quarter, solely for the purpose of measuring the Financial Performance Covenant and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; provided, that, (i) in each four consecutive fiscal quarter period there shall be at least two fiscal quarters in which a Cure Right is not exercised, (ii) a Cure Right shall not be exercised more than five times during the term of the Revolving Facility, (iii) for purposes of this Section 7.02, the Cure Amount shall be no greater than the amount required for purposes of complying with the Financial Performance Covenant, (iv) the Cure Amount shall be disregarded for purposes of determining any financial ratio-based conditions, pricing or any baskets with respect to the covenants contained in this Agreement and shall not be included in the calculation of the Cumulative Credit and (v) there shall be no pro forma reduction in Indebtedness with the proceeds of the exercise of the Cure Right for determining compliance with the Financial Performance Covenant for the fiscal quarter in respect of which such Cure Right is exercised (either directly through prepayment or indirectly as a result of the netting of unrestricted cash). If, after giving effect to the adjustments in this Section 7.02, the Borrower shall then be in compliance with the requirements of the Financial Performance Covenant, the Borrower shall be deemed to have satisfied the requirements of the Financial Performance Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of the Financial Performance Covenant that had occurred shall be deemed cured for the purposes of this Agreement.

ARTICLE VIII  
The Agents

SECTION 8.01. Appointment.

(a) Each Lender (in its capacity as a Lender and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) and each L/C Issuer (in such capacity and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

(b) The Administrative Agent, each Lender (in its capacity as a Lender and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) and each L/C Issuer (in such capacity and on behalf of itself and its Affiliates as potential counterparties to Secured Cash Management Agreements and Secured Swap Agreements) hereby irrevocably designate and appoint the Collateral Agent as the agent with respect to the Collateral, including to hold and enforce the same, and the Administrative Agent, each Lender and each L/C Issuer irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Agent shall not

have any duties or responsibilities except those expressly set forth herein, or any fiduciary relationship with any of the Administrative Agent, the Lenders or any L/C Issuers, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Collateral Agent.

SECTION 8.02. Delegation of Duties. The Administrative Agent and the Collateral Agent may each execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 8.03. Exculpatory Provisions. Neither the Administrative Agent nor the Collateral Agent, nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such person under or in connection with this Agreement or any other Loan Document (except for its or such person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party to perform its obligations hereunder or thereunder. Neither the Administrative Agent nor the Collateral Agent shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

SECTION 8.04. Reliance by Agents. The Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or instruction believed by it to be genuine and correct and to have been signed, sent or made by the proper person or persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent or the Collateral Agent. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent and the Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

SECTION 8.05. Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent or Collateral Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, it shall give notice thereof to the Lenders and the Collateral Agent. The Administrative

Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders, provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement requires that such action be taken only with the approval of the Required Lenders or each of the Lenders, as applicable.

SECTION 8.06. Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor the Collateral Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent or Collateral Agent hereinafter taken, including any review of the affairs of any Loan Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or Collateral Agent to any Lender or any L/C Issuer. Each Lender and each L/C Issuer represents to the Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, neither the Administrative Agent nor the Collateral Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of any Loan Party that may come into the possession of the Administrative Agent or Collateral Agent, any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 8.07. Indemnification. The Lenders agree to indemnify the Administrative Agent and the Collateral Agent, each in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective portions of the total Term Loans and Revolving Facility Commitments (or, if the Revolving Facility Commitments shall have terminated, in accordance the Revolving Facility Commitments in effect immediately prior to such termination) held on the date on which indemnification is sought, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (including at any time following the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent or the Collateral Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent or the Collateral Agent under or in connection with any of the foregoing, provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's or the Collateral Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. The agreements in this Section 8.07 shall survive the payment of the Loans and all other amounts payable hereunder.

SECTION 8.08. Agents in their Individual Capacity. The Administrative Agent, the Collateral Agent and their Affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such persons were not the Administrative Agent and Collateral Agent hereunder and under the other Loan Documents. With respect to the Loans made by it, the Administrative Agent and the Collateral Agent shall each have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent, and the terms “Lender” and “Lenders” shall include the Administrative Agent and the Collateral Agent in their individual capacities.

SECTION 8.09. Successor Agents. Each of the Administrative Agent and Collateral Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Borrower shall have the right, subject to the reasonable consent of the Required Lenders (so long as no Event of Default under Section 7.01(b), (c), (h) or (i) shall have occurred and be continuing, in which case the Required Lenders shall have the right), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Borrower (or the Required Lenders, as applicable) and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Agent meeting the qualifications set forth above; provided that if the retiring Agent shall notify the Borrower and the Lenders that no qualifying person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except in the case of the Collateral Agent holding collateral security on behalf of any Secured Parties, the retiring Collateral Agent shall continue to hold such collateral security as nominee until such time as a successor Collateral Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Borrower (or the Required Lenders, as applicable) appoints a successor Agent as provided for above in this Section. Upon the acceptance of a successor’s appointment as the Administrative Agent or Collateral Agent, as the case may be, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent’s resignation hereunder and under the other Loan Documents, the provisions of this Article VIII and Section 9.05 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

Any resignation by Credit Suisse as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

SECTION 8.10. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent, the L/C Issuer or any Lender, or the Administrative Agent, the L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the L/C Issuer under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

SECTION 8.11. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Article II or Section 9.05) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Article II and Section 9.05.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer or in any such proceeding.

Anything contained in any of the Loan Documents to the contrary notwithstanding, the Borrower, the Administrative Agent, the Collateral Agent and each Secured Party hereby agree that no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the

Guarantee, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Agent.

SECTION 8.12. Collateral and Guaranty Matters. The Lenders and the L/C Issuer irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document if approved, authorized or ratified in writing in accordance with Section 9.08, or pursuant to Section 5.11 or Section 9.18. Upon request by the Collateral Agent at any time, the Required Lenders will confirm in writing the Collateral Agent's authority to release its interest in particular types or items of property in accordance with this Section.

SECTION 8.13. Agents and Arrangers. None of the Syndication Agent, the Documentation Agent nor any of the Arrangers shall have any duties or responsibilities hereunder in its capacity as such.

SECTION 8.14. Intercreditor Agreements, Master Lease Intercreditor Agreements and Collateral Matters. The Administrative Agent and Collateral Agent shall be authorized from time to time, without the consent of any Lender, to execute or to enter into amendments of, and amendments and restatements of, the Intercreditor Agreements permitted or required hereunder, in each case in order to effect the pari passu treatment or the subordination of and to provide for certain additional rights, obligations and limitations in respect of, any Liens required or permitted by the terms of this Agreement to be Liens pari passu with or junior to the Obligations, that are, in each case, incurred in accordance with Article VI of this Agreement, and to establish certain relative rights as between the holders of the Obligations and the holders of the Indebtedness secured by such Liens. The Administrative Agent and Collateral Agent shall be authorized, without the consent of any Lender, to execute each of the Master Lease Intercreditor Agreements and to enter into amendments of, and amendments and restatements of, the Master Lease Intercreditor Agreements in order to add or remove parties thereto or properties covered thereby, to cure any ambiguity, omission, defect or inconsistency or to make other modifications that are not materially adverse to the Lenders.

SECTION 8.15. Withholding Tax. To the extent required by any applicable laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within 10 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the IRS or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective) or as a result of such Lender's failure to comply with Section 9.04(c)(ii) relating to the maintenance of a Participant Register. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 8.15. The agreements in this Section 8.15 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations. For the avoidance of doubt, the term "Lender" shall, for purposes of this Section 8.15, include any L/C Issuer.



SECTION 9.01. Notices; Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 9.01(b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to any Loan Party, the Administrative Agent or the L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such person on Schedule 9.01; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Each of the Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

(c) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by electronic means shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices or communications (i) sent to an e-mail address shall be deemed received when delivered and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefore.

(d) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Documents required to be delivered pursuant to Section 5.04 (including any such documents that are included in materials otherwise filed with the SEC) may be delivered electronically (including as set forth in Section 9.17) and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's

website(s) on the Internet at the website(s) address listed on Schedule 9.01, or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that (A) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender, and (B) the Borrower shall notify the Administrative Agent (by facsimile or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Except for certificates required by Section 5.04(c), the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

SECTION 9.02. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties herein, in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and each L/C Issuer and shall survive the making by the Lenders of the Loans, the execution and delivery of the Loan Documents and the issuance of the Letters of Credit, regardless of any investigation made by such persons or on their behalf, and shall continue in full force and effect until the Termination Date. Without prejudice to the survival of any other agreements contained herein, indemnification and reimbursement obligations contained herein (including pursuant to Sections 2.15, 2.17, 8.07 and 9.05) shall survive the Termination Date.

SECTION 9.03. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and the Administrative Agent and when the Administrative Agent shall have received copies hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Borrower, each L/C Issuer, the Administrative Agent, the Collateral Agent and each Lender and their respective permitted successors and assigns.

SECTION 9.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the L/C Issuer that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) except in connection with the addition of one or more Domestic Subsidiaries as a joint and several co-borrower hereunder and in connection with the Emergence Restructuring Transactions and the transactions permitted by Section 6.05(b), and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 9.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in clause (c) of this Section 9.04), and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.

(b) (i) Subject to the conditions set forth in clause (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, which consent, with respect to the assignment of a Term B Loan, will be deemed to have been given if the Borrower has not responded within ten (10) Business Days after the delivery of any request for such consent; provided, that no consent of the Borrower shall be required (i) for an assignment of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund, (ii) for an assignment of a Revolving Facility Commitment to a Revolving Facility Lender, an Affiliate of a Revolving Facility Lender or an Approved Fund with respect to a Revolving Facility Lender, (iii) in the case of assignments during the primary syndication of the Commitments and Loans, for an assignment to persons identified to and agreed by the Borrower in writing prior to the Closing Date or (iv) if an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing, any other person;

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the L/C Issuer; provided, that no consent of the L/C Issuer shall be required for an assignment of all or any portion of a Term Loan.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than (x) \$1.0 million or an integral multiple of \$1.0 million in excess thereof in the case of Term Loans and (y) \$5.0 million or an integral multiple of \$1.0 million in excess thereof in the case of Revolving Facility Loans or Revolving Facility Commitments, unless each of the Borrower and the Administrative Agent otherwise consent; provided, that (1) no such consent of the Borrower shall be required if an Event of Default under Section 7.01(b), (c), (h) or (i) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds (with simultaneous assignments to or by two or more Related Funds shall be treated as one assignment), if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent (or, if required by the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent);

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any tax forms required to be delivered pursuant to Section 2.17; and

(D) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Loans or the Commitment assigned.

For the purposes of this Section 9.04, “Approved Fund” means any person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(iii) Each assigning Lender shall, in connection with any potential assignment, provide to Borrower a copy of its request (including the name of the prospective assignee(s)) concurrently with its delivery of the same request to the Administrative Agent irrespective of whether or not an Event of Default has occurred and is continuing. Subject to acceptance and recording thereof pursuant to paragraph (b)(v) below, from and after the effective date specified in each Assignment and Acceptance the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.05). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 9.04.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent, the L/C Issuer and the Lenders shall treat each person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the L/C Issuer and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee’s completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), all applicable tax forms, the processing and recordation fee referred to in clause (b) of this Section and any written consent to such assignment required by clause (b) of this Section, the Administrative Agent promptly shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment, whether or not evidenced by a promissory note, shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (b)(v).

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations in Loans or Commitments to one or more banks or other entities other than any Ineligible Institution (to the extent that the list of Ineligible Institutions has been made available to all Lenders; provided, that regardless of whether the list of Ineligible Institutions has been made available to all Lenders, no Lender may sell participations in Loans or Commitments to an Ineligible Institution without the consent of the Borrower if the list of Ineligible Institutions has been made available to such Lender) (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement

(including all or a portion of its Commitments and the Loans owing to it); provided, that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent, the L/C Issuer and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents; provided, that (x) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to clauses (i), (ii), (iii) or (vi) of the first proviso to Section 9.08(b) and (2) directly and adversely affects such Participant (but, for the avoidance of doubt, not any waiver of any Default or Event of Default) and (y) no other agreement with respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to Section 9.04(c)(iii), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements of those Sections and to the extent such Participant complies with Section 2.17(e) and (f) as though it were a Lender) (it being understood that the documentation required under Section 2.17(e) and (f) shall be delivered to the participating Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.06 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Participant or potential Participant is an Ineligible Institution and the Administrative Agent shall have no liability with respect to any participation made to an Ineligible Institution.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amounts of each Participant's interest in the Loans held by it (the "Participant Register"). The entries in the Participant Register shall be conclusive, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of the participation in question for all purposes of this Agreement, notwithstanding notice to the contrary; provided that no Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other Obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other Obligation is in registered form for U.S. federal income tax purposes or such disclosure is otherwise required by applicable law.

(iii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (not to be unreasonably withheld), which consent shall state that it is being given pursuant to this Section 9.04(c)(iii); provided that each potential Participant shall provide such information as is reasonably requested by the Borrower in order for the Borrower to determine whether to provide its consent.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank and in the case of any Lender that is an Approved Fund, any pledge or assignment to any holders of obligations owed, or securities issued, by such Lender, including to any trustee for, or any other representative of, such holders, and this

Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided, that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent. The Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto and each Loan Party for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(g) If the Borrower wishes to replace the Loans or Commitments under any Facility with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three Business Days' advance notice to the Lenders under such Facility, instead of prepaying the Loans or reducing or terminating the Commitments to be replaced, to (i) require the Lenders under such Facility to assign such Loans or Commitments to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Section 9.08 (with such replacement, if applicable, being deemed to have been made pursuant to Section 9.08(d)). Pursuant to any such assignment, all Loans and Commitments to be replaced shall be purchased at par (allocated among the Lenders under such Facility in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment of any accrued interest and fees thereon and any amounts owing pursuant to Section 9.05(b). By receiving such purchase price, the Lenders under such Facility shall automatically be deemed to have assigned the Loans or Commitments under such Facility pursuant to the terms of the form of Assignment and Acceptance attached hereto as Exhibit A, and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this paragraph (g) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.

(h) Notwithstanding the foregoing or anything to the contrary herein, no Lender shall be permitted to assign or transfer any portion of its rights and obligations under this Agreement to (A) any Ineligible Institution, (B) any Defaulting Lender or any of its Subsidiaries, or any person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons described in this clause (B), or (C) a natural person. Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or potential Lender is an Ineligible Institution and the Administrative Agent shall have no liability with respect to any assignment made to an Ineligible Institution. Any assigning Lender shall, in connection with any potential assignment, provide to the Borrower a copy of its request (including the name of the prospective assignee) concurrently with its delivery of the same request to the Administrative Agent irrespective of whether or not an Event of Default has occurred and is continuing. Notwithstanding anything to the contrary herein, the rights of the Lenders to make assignments and grant participations shall be subject to the approval of any Gaming Authority, to the extent required by applicable Gaming Laws.

(i) Notwithstanding anything to the contrary in Section 2.08, Section 2.11(a) or Section 2.18(c) (which provisions shall not be applicable to clauses (i) or (j) of this Section 9.04), the Borrower or its Subsidiaries may purchase by way of assignment and become an Assignee with respect to Term Loans and/or Revolving Facility Loans (other than any such Loans held by an Affiliate Lender) at any time and from time to time from Lenders in accordance with Section 9.04(b) hereof or reduce the aggregate amount of any Revolving Facility Commitment of a Lender that has agreed to such reduction (“Permitted Loan Purchases”); provided that (A) no Event of Default has occurred and is continuing or would result from the Permitted Loan Purchase, (B) no Permitted Loan Purchase shall be made from the proceeds of any extensions of credit under the Revolving Facility, (C) upon consummation of any such Permitted Loan Purchase, the Loans and/or Revolving Facility Commitments purchased or terminated pursuant thereto shall be deemed to be automatically and immediately cancelled and extinguished in accordance with Section 9.04(j), (D) to the extent the Borrower is making a Permitted Loan Purchase of Revolving Facility Loans or Revolving Facility Commitments, upon giving effect to such Permitted Loan Purchase, there shall be sufficient aggregate Revolving Facility Commitments among the Revolving Facility Lenders to apply to the Outstanding Amount of the L/C Obligations thereunder as of such date, unless the Borrower shall concurrently with the payment of the purchase price by the Borrower for such Revolving Facility Loans or the termination of such Revolving Facility Commitments, deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.05(g) in the amount of any such excess Outstanding Amount of the L/C Obligations thereunder and (E) in connection with any such Permitted Loan Purchase (other than a termination of Revolving Facility Commitments), the Borrower or its Subsidiaries and such Lender that is the assignor shall execute and deliver to the Administrative Agent a Permitted Loan Purchase Assignment and Acceptance (and for the avoidance of doubt, (x) shall make the representations and warranties set forth in the Permitted Loan Purchase Assignment and Acceptance and (y) shall not be required to execute and deliver an Assignment and Acceptance pursuant to Section 9.04(b)(ii)(B)).

(j) Each Permitted Loan Purchase shall, for purposes of this Agreement (including, without limitation, Section 2.08(b)) be deemed to be an automatic and immediate cancellation and extinguishment of such Term Loans and/or Revolving Facility Loans (with a corresponding permanent reduction in Revolving Facility Commitments) or termination of the Revolving Facility Commitments, if applicable, and the Borrower shall, upon consummation of any Permitted Loan Purchase, notify the Administrative Agent that the Register be updated to record such event as if it were a prepayment of such Loans (and in the case of Revolving Facility Loans or Revolving Facility Commitment, a permanent reduction in Revolving Facility Commitments).

#### SECTION 9.05. Expenses; Indemnity.

(a) The Borrower agrees to pay, within 30 days of written demand therefor (including documentation reasonably supporting such request), (i) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Administrative Agent, the Collateral Agent and the Arrangers in connection with the preparation of this Agreement and the other Loan Documents, or by the Administrative Agent or the Collateral Agent in connection with the administration of this Agreement and any amendments, modifications or waivers of the provisions hereof or thereof (limited, in the case of legal fees and expenses, to the reasonable fees, charges and disbursements of a single primary counsel for the Administrative Agent, the Collateral Agent and the Arrangers, and, if necessary, the reasonable fees, charges and disbursements of one local counsel per jurisdiction and/or a single firm of regulatory counsel, in each case, for all such persons, taken as a whole), and (ii) all reasonable and documented out-of-pocket expenses (including Other Taxes) incurred by the Agents or any Lender in connection with the enforcement or protection of their rights in connection with this Agreement and the other Loan Documents, in connection with the Loans made or the Letters of Credit issued hereunder (limited, (i) in the case of legal fees and expenses, to the reasonable fees, charges and disbursements of a single primary

counsel for all such persons, taken as a whole, and, if necessary, the reasonable fees, charges and disbursements of one local counsel in each appropriate jurisdiction and/or regulatory counsel for all such persons, taken as a whole (and, in the event of any actual or perceived conflict of interest where such person affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel with the Borrower's prior written consent (not to be unreasonably withheld), of another single firm of counsel for each group of similarly situated persons) and (ii) in the case of fees or expenses of any other advisor or consultant, solely to the extent the Borrower has consented to the retention of such person).

(b) The Borrower agrees to indemnify the Administrative Agent, the Agents, the Arrangers, each L/C Issuer, each Lender, each of their respective Affiliates, and each of their respective directors, partners, officers, employees, agents, trustees and advisors (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (limited in the case of legal fees to the reasonable documented out-of-pocket legal expenses incurred in connection with investigating or defending any of the items in clauses (i) through (v) below, and excluding the allocated costs of in house counsel and limited to not more than one counsel for all such Indemnities, taken as a whole, and, if necessary, a single local counsel in each appropriate jurisdiction and/or a single firm of regulatory counsel, in each case, for all such Indemnities, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel with the Borrower's prior written consent (not to be unreasonably withheld or delayed), of another firm of counsel (and local counsel and/or regulatory counsel, in each case, as applicable) for each group of similarly situated Indemnities)), and, in the case of fees or expenses with respect to any other advisor or consultant, limited solely to the extent the Borrower has consented to the retention of such person, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of the Commitment Letter, the Fee Letter, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of or otherwise relating to the Transactions and the other transactions contemplated hereby, (ii) the use of the proceeds of the Loans or the use of any Letter of Credit, (iii) any violation of or liability under Environmental Laws by the Borrower or any Subsidiary, (iv) any actual or alleged presence, Release or threatened Release of or exposure to Hazardous Materials at, under, on, from or to any property owned, leased or operated by the Borrower or any Subsidiary or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their subsidiaries or Affiliates; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties (for purposes of this proviso only, each of the Agents, any Arranger, any L/C Issuer and any Lender shall be treated as several and separate Indemnities, but each of them together with its respectively Related Parties (other than advisors), shall be treated as a single Indemnitee) or (2) any material breach of any Loan Document, the Commitment Letter or the Fee Letter by such Indemnitee or any of its Related Parties or (y) arose from any claim, actions, suits, inquiries, litigation, investigation or proceeding that does not involve an act or omission of the Borrower or any of its Affiliates and is brought by an Indemnitee against another Indemnitee (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against any Agent, Arranger or L/C Issuer in its capacity as such); provided further, that such indemnity shall not, as to any Indemnitee, be available with respect to any settlement entered into by such Indemnitee or any of its Related Parties without the Borrower's written consent (such consent not to be unreasonably withheld, delayed or conditioned); provided further, that such indemnity shall not, as to any Indemnitee, be available with respect to any



expenses of the type referred to in Section 9.05(a) except to the extent such expenses would otherwise be of the type referred to in this Section 9.05(b). None of the Indemnitees (or any of their respective Affiliates) shall be responsible or liable to the Borrower or any of its subsidiaries, Affiliates or stockholders or any other person or entity for any special, indirect, consequential or punitive damages, which may be alleged as a result of the Facilities or the Transactions. The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, any Arranger, any L/C Issuer or any Lender. All amounts due under this Section 9.05 shall be payable within fifteen (15) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) Except as expressly provided in Section 9.05(a) with respect to Other Taxes, which shall not be duplicative of any amounts paid pursuant to Section 2.17, this Section 9.05 shall not apply to Taxes, except Taxes that represent damages or losses resulting from a non-Tax claim.

(d) To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) The agreements in this Section 9.05 shall survive the resignation of the Administrative Agent, the Collateral Agent, any L/C Issuer, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement.

SECTION 9.06. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender and each L/C Issuer and any Affiliate of the foregoing is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Lender or such L/C Issuer to or for the credit or the account of the Borrower or any Subsidiary against any of and all the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document held by such Lender or such L/C Issuer, irrespective of whether or not such Lender or such L/C Issuer shall have made any demand under this Agreement or such other Loan Document and although the obligations may be unmatured; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.22 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and each L/C Issuer under this Section 9.06 are in addition to other rights and remedies (including other rights of set-off) that such Lender or such L/C Issuer may have.

SECTION 9.07. Governing Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 9.08. Waivers; Amendment.

(a) No failure or delay of the Administrative Agent, any L/C Issuer or any Lender in exercising any right or power hereunder or under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, each L/C Issuer and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Loan Party in any case shall entitle such person to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (x) as provided in Section 2.21, (y) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent (and consented to by the Required Lenders), and (z) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by each party thereto and consented to by the Required Lenders; provided, however, that no such agreement shall:

(i) decrease or forgive the principal amount of, or extend the final maturity of, or decrease the rate of interest on, any Loan or any L/C Obligation, or extend the stated expiration of any Letter of Credit beyond the applicable Revolving Facility Maturity Date (except as provided in Section 2.05(a)(ii)(B) or Section 2.05(b)), without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification); provided, that (x) any amendment to the financial covenant definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (i) and (y) any waiver or modification of conditions precedent, Defaults or Events of Default, in each case for the purpose of obtaining an extension of credit hereunder, or of any mandatory prepayment required hereunder or of any interest required to be paid under Section 2.13(c), shall not constitute a decrease or forgiveness of principal or interest or a decrease in the rate of interest or an extension of maturity for purposes of this clause (i),

(ii) increase or extend the Commitment of any Lender or decrease the Commitment Fees or L/C Participation Fees or other fees of any Lender without the prior written consent of such Lender (which, notwithstanding the foregoing, such consent of such Lender shall be the only consent required hereunder to make such modification); provided, that (x) any amendment to the financial covenant definitions in this Agreement shall not constitute a reduction in the Commitment Fees or any other fees for purposes of this clause (ii) and (y) waivers or

modifications of conditions precedent, covenants, Defaults or Events of Default, mandatory prepayments or of a mandatory reduction in the aggregate Commitments shall not constitute an increase or extension of the Commitments of any Lender for purposes of this clause (ii),

(iii) extend or waive any Term Loan Installment Date or reduce the amount due on any Term Loan Installment Date or extend any date on which payment of interest on any Loan or any L/C Obligation or any Fees is due, without the prior written consent of each Lender directly adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification),

(iv) amend the provisions of Section 5.02 of the Collateral Agreement, or any analogous provision of any other Security Document, in a manner that would by its terms alter the pro rata sharing of payments required thereby, without the prior written consent of each Lender adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification),

(v) amend or modify the provisions of this Section 9.08 or the definition of the terms “Required Lenders,” “Majority Lenders,” “Required Revolving Facility Lenders” or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the prior written consent of each Lender adversely affected thereby (which, notwithstanding the foregoing, such consent of such Lender directly adversely affected thereby shall be the only consent required hereunder to make such modification) (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Loans and Commitments are included on the Closing Date),

(vi) release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Loan Parties from their respective Guarantees under the Subsidiary Guarantee Agreement, unless, in the case of a Subsidiary Loan Party, all or substantially all of the Equity Interests in such Loan Party is sold or otherwise disposed of in a transaction permitted by this Agreement or the other Loan Documents, or in the case of any Loan Party such release is otherwise pursuant to the terms of this Agreement, the Collateral Agreement or the Subsidiary Guarantee Agreement, as applicable, without the prior written consent of each Lender;

(vii) effect any waiver, amendment or modification that by its terms adversely affects the rights in respect of payments or collateral of Lenders participating in any Facility differently from those of Lenders participating in another Facility, without the consent of the Majority Lenders participating in the adversely affected Facility (it being understood that such consent of the Majority Lenders participating in the adversely affected Facility shall be the only consent required hereunder for such waiver, amendment or modification) (it being agreed that the Required Lenders may waive, in whole or in part, any prepayment or Commitment reduction required by Section 2.11 so long as the application of any prepayment or Commitment reduction still required to be made is not changed);

(viii) amend, waive or otherwise modify (i) the provisions of Section 4.01, solely as they relate to the Revolving Facility Loans and Letters of Credit and (ii) the provisions of Section 6.11 and any defined term as used therein (but not as used anywhere else in the Loan Documents) (or Article VII or any other provision incorporating such Section 6.11 with respect to

the effects thereof) without the written consent of the Required Revolving Facility Lenders (which, notwithstanding the foregoing, such consent of the Required Revolving Facility Lenders shall be the only consent required hereunder to make such amendment, waiver or modification);

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or an L/C Issuer hereunder without the prior written consent of the Administrative Agent or such L/C Issuer acting as such at the effective date of such agreement, as applicable. Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 9.08 and any consent by any Lender pursuant to this Section 9.08 shall bind any successor or assignee of such Lender. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have the right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be affected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Without the consent of any Lender or L/C Issuer, the Loan Parties and the Administrative Agent or Collateral Agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, or as required by local law to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document.

(d) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the Revolving Facility Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders, Majority Lenders and/or Required Revolving Facility Lenders, as applicable.

(e) Notwithstanding the foregoing, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent (but without the consent of any Lender) (1) if such modifications are not materially adverse to the Lenders and are requested by Gaming Authorities and/or (2) to the extent necessary (A) to integrate any Incremental Term Loan Commitments or Incremental Revolving Facility Commitments in a manner consistent with Section 2.21, including, with respect to Other Revolving Loans or Other Term Loans, as may be necessary to establish such Incremental Term Loan Commitments or Revolving Facility Loans, as a separate Class or tranche from the existing Term Loan Commitments or Incremental Revolving Facility Commitments, as applicable, (B) to cure any ambiguity, omission, defect or inconsistency or (C) to establish separate Classes, tranches, sub-Classes or sub-tranches if the terms of a portion (but not all) of an existing Class or tranche is amended in accordance with Section 9.08(b).

(f) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be necessary to ensure that all Term Loans established pursuant to Section 2.21 after the Closing Date that will be included in an existing Class of Term Loans outstanding on such date (an “Applicable Date”), when originally made, are included in each Borrowing of outstanding Term Loans of such Class (the “Existing Class Loans”), on a pro rata basis, and/or to ensure that, immediately after giving effect to such new Term Loans (the “New Class Loans” and, together with the Existing Class Loans, the “Class Loans”), each Lender holding Class Loans will be deemed to hold its Pro Rata Share of each Class Loan on the Applicable Date (but without changing the amount of any such Lender’s Term Loans), and each such Lender shall be deemed to have effectuated such assignments as shall be required to ensure the foregoing. The “Pro Rata Share” of any Lender on the Applicable Date is the ratio of (1) the sum of such Lender’s Existing Class Loans immediately prior to the Applicable Date plus the amount of New Class Loans made by such Lender on the Applicable Date over (2) the aggregate principal amount of all Class Loans on the Applicable Date.

(g) With respect to the incurrence of any secured or unsecured Indebtedness (including any intercreditor agreement relating thereto), the Borrower may elect (in its discretion, but shall not be obligated) to deliver to the Administrative Agent a certificate of a Responsible Officer at least three Business Days prior to the incurrence thereof (or such shorter time as the Administrative Agent may agree), together with either drafts of the material documentation relating to such Indebtedness or a description of such Indebtedness (including a description of the Liens intended to secure the same or the subordination provisions thereof, as applicable) in reasonably sufficient detail to be able to make the determinations referred to in this paragraph, which certificate shall either, at the Borrower’s election, (x) state that the Borrower has determined in good faith that such Indebtedness satisfies the requirements of the applicable provisions of Section 6.01 and 6.02 (taking into account any other applicable provisions of this Section 9.08), in which case such certificate shall be conclusive evidence thereof, or (y) request the Administrative Agent to confirm, based on the information set forth in such certificate and any other information reasonably requested by the Administrative Agent, that such Indebtedness satisfies such requirements, in which case the Administrative Agent may determine whether, in its reasonable judgment, such requirements have been satisfied (in which case it shall deliver to the Borrower a written confirmation of the same), with any such determination of the Administrative Agent to be conclusive evidence thereof, and the Lenders hereby authorize the Administrative Agent to make such determinations.

(h) Notwithstanding the foregoing, this Agreement may be amended, with the written consent of each Revolving Facility Lender, the Administrative Agent and the Borrower to the extent necessary to integrate any Alternate Currency.

SECTION 9.09. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the applicable interest rate, together with all fees and charges that are treated as interest under applicable law (collectively, the “Charges”), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Lender or any L/C Issuer, shall exceed the maximum lawful rate (the “Maximum Rate”) that may be contracted for, charged, taken, received or reserved by such Lender in accordance with applicable law, the rate of interest payable hereunder, together with all Charges payable to such Lender or such L/C Issuer, shall be limited to the Maximum Rate; provided, that such excess amount shall be paid to such Lender or such L/C Issuer on subsequent payment dates to the extent not exceeding the legal limitation.

SECTION 9.10. Entire Agreement. This Agreement, the other Loan Documents and the agreements regarding certain Fees referred to herein constitute the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party other than the parties hereto and thereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.11.

SECTION 9.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.13. Counterparts; Electronic Execution of Documents.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 9.03. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be as effective as delivery of a manually signed original.

(b) The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Acceptances, amendments, Borrowing Requests, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

SECTION 9.14. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.15. Jurisdiction; Consent to Service of Process.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof (collectively, “New York Courts”), in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents (other than the Mortgages), or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction, except that each of the Loan Parties agrees that (a) it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Lenders who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction), and (b) in any such action or proceeding brought against any Loan Party in any other court, it will not assert any cross-claim, counterclaim or setoff, or seek any other affirmative relief, except to the extent that the failure to assert the same will preclude such Loan Party from asserting or seeking the same in the New York Courts.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

SECTION 9.16. Confidentiality. Each of the Lenders, each L/C Issuer and each of the Agents agrees that it shall maintain in confidence any information relating to any Parent Entity, the Borrower and any Subsidiary furnished to it by or on behalf of any Parent Entity, the Borrower or any Subsidiary (other than information that (a) has become available to the public other than as a result of a disclosure by such party in breach of this Section 9.16, (b) has been independently developed by such Lender, such L/C Issuer or such Agent without violating this Section 9.16 or (c) was or becomes available to such Lender, such L/C Issuer or such Agent from a third party which, to such person’s knowledge, had not breached an obligation of confidentiality to the Borrower, any Parent Entity or any Loan Party) and shall not reveal the same other than to its Affiliates, directors, trustees, officers, employees and advisors with a need to know or to any person that approves or administers the Loans on behalf of such Lender (so long as each such person shall have been instructed to keep the same confidential and it being understood and agreed that such Agent, such L/C Issuer or such Lender, as applicable, shall be responsible for any breach of confidentiality by any such person to which such Agent, L/C Issuer or Lender discloses such information to), except: (A) to the extent necessary to comply with law or any legal process or the requirements of any Governmental Authority, the National Association of Insurance Commissioners or of any securities exchange on which securities of the disclosing party or any Affiliate of the disclosing party are listed or traded (provided that notice of such requirement or order shall be promptly furnished to the Borrower prior to such disclosure to the extent practicable and legally permitted), (B) as part of normal

reporting or review procedures to, or examinations by, Governmental Authorities or self-regulatory authorities, including the National Association of Insurance Commissioners or the National Association of Securities Dealers, Inc., (C) in order to enforce its rights under any Loan Document in a legal proceeding, (D) to any pledgee under Section 9.04(d) or any other prospective assignee of, or prospective Participant in, any of its rights under this Agreement (so long as such person shall have been instructed to keep the same confidential in accordance with this Section 9.16 or terms substantially similar to this Section), (E) to any direct or indirect contractual counterparty in Swap Agreements or such contractual counterparty's professional advisor (so long as such contractual counterparty or professional advisor to such contractual counterparty agrees to be bound by the provisions of this Section 9.16 or terms substantially similar to this Section) and (F) to market data collectors, similar services providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement; provided that, in the case of clauses (D) and (E), no information may be provided to a person known to be an Ineligible Institution or person who is known to be acting for an Ineligible Institution.

SECTION 9.17. Platform; Borrower Materials. The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform"), and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information (or, if none of the Borrower, CEC or any Parent Entity is at the time a public reporting company, material information that is not publicly available and that is of a type that would not reasonably be expected to be publicly available if the Borrower, CEC or a Parent Entity was a public reporting company) with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (i) all the Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof, (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that such Borrower Materials shall be treated as set forth in Section 9.16, to the extent such Borrower Materials constitute information subject to the terms thereof), (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor"; and (iv) the Administrative Agent and the Arrangers shall be entitled to treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's



transmission of the Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender, the L/C Issuer or any other person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

**SECTION 9.18. Release of Liens, Guarantees and Pledges.**

(a) The Lenders, the L/C Issuer and other Secured Parties hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released: (i) in full upon the occurrence of the Termination Date as set forth in Section 9.18(d) below; (ii) upon the disposition of such Collateral by any Loan Party to a person that is not (and is not required to become) a Loan Party in a transaction not prohibited by this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iii) to the extent that such Collateral comprises property leased to a Loan Party by a person that is not a Loan Party, upon termination or expiration of such lease (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 9.08), (v) to the extent that the property constituting such Collateral is owned by any Subsidiary Loan Party, upon the release of such Subsidiary Loan Party from its obligations under the Guarantee in accordance with the Subsidiary Guarantee Agreement or clause (b) below (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (vi) as provided in Section 5.11 (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), and (vii) as required by the Collateral Agent to effect any disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any disposition, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents.

(b) In addition, the Lenders, the L/C Issuer and other Secured Parties hereby irrevocably agree that the Subsidiary Loan Parties shall be released from the Guarantees upon consummation of any transaction not prohibited hereunder resulting in such Subsidiary ceasing to constitute a Subsidiary Loan Party or otherwise becoming an Excluded Subsidiary (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry).

(c) The Lenders, the L/C Issuer and other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Subsidiary Loan Party or Collateral pursuant to the foregoing provisions of this Section 9.18, all without the further consent or joinder of any Lender. Upon release pursuant to this Section 9.18, any representation, warranty or covenant contained in any Loan Document relating to any such Collateral or Subsidiary Loan Party shall no longer be deemed to be made. In connection with any release hereunder, the Administrative Agent and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense in connection with the

release of any Liens created by any Loan Document in respect of such Subsidiary, property or asset; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Administrative Agent shall reasonably request.

(d) Notwithstanding anything to the contrary contained herein or any other Loan Document, on the Termination Date, all Liens granted to the Collateral Agent by the Loan Parties on any Collateral and all obligations of the Borrower and the other Loan Parties under any Loan Documents (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof) shall, in each case, be automatically released and, upon request of the Borrower, the Administrative Agent and/or the Collateral Agent, as applicable, shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be required to evidence the release of its security interest in all Collateral (including returning to the Borrower all possessory collateral (including all share certificates (if any)) held by it in respect of any Collateral), and to evidence the release of all obligations under any Loan Document (other than such obligations that expressly survive the Termination Date pursuant to the terms hereof), whether or not on the date of such release there may be any (i) obligations in respect of any Secured Hedge Agreements or any Secured Cash Management Agreements and (ii) any contingent indemnification obligations or expense reimburse claims not then due; provided, that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower containing such certifications as the Administrative Agent shall reasonably request. Any such release of obligations shall be deemed subject to the provision that such obligations shall be reinstated if after such release any portion of any payment in respect of the obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Subsidiary Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Subsidiary Loan Party or any substantial part of its property, or otherwise, all as though such payment had not been made. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Collateral Agent (and their respective representatives) in connection with taking such actions to release the security interest in all Collateral and all obligations under the Loan Documents as contemplated by this Section 9.18(d).

(e) Obligations of the Borrower or any of its Subsidiaries under any Secured Cash Management Agreement or Secured Swap Agreement (after giving effect to all netting arrangements relating to such Secured Swap Agreements) shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed. No person shall have any voting rights under any Loan Document solely as a result of the existence of obligations owed to it under any such Secured Swap Agreement or Secured Cash Management Agreement. For the avoidance of doubt, no release of Collateral or Subsidiary Loan Parties effected in the manner permitted by this Agreement shall require the consent of any holder of obligations under Secured Swap Agreements or any Secured Cash Management Agreements.

(f) In addition, the Administrative Agent and the Collateral Agent shall, upon the request of the Borrower, and are hereby irrevocably authorized by the Lenders to:

(i) release any Lien on any property granted to or held by the Collateral Agent under any Loan Document if such property becomes subject to a Lien that is permitted by Sections 6.02(i) or (j), to the extent required by the terms of the obligations secured by such Liens;

(ii) subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Sections 6.02(i), (j), (ll), (mm), (nn) or (oo), to the extent required by the terms of the obligations secured by such Liens;

(iii) consent to and enter into (and execute documents permitting the filing and recording of, where appropriate) (x) the grant of easements, covenants, conditions, restrictions, declarations and/or rights to use common areas and (y) subordination, non-disturbance and attornment agreements, in each case in favor of the ultimate purchasers, or tenants under leases or subleases or licensees under licenses or easement holders under easements of any portion of any project in connection with the transactions contemplated by Sections 6.05(i), (o), (p), (q), (r) and (x); and

(iv) subordinate any Mortgage to any easements, rights of way, covenants, conditions and restrictions and other similar rights reasonably acceptable to the Administrative Agent which are requested by the Loan Parties pursuant to the transactions contemplated by Sections 6.05(p), (q) and (r); provided that such actions shall be taken only to the extent that the material terms thereof are either substantially similar to forms of similar documents attached to the Loan Documents or are otherwise reasonably acceptable to the Administrative Agent.

SECTION 9.19. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency," other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other person who may be entitled thereto under applicable law).

SECTION 9.20. USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act.

SECTION 9.21. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees that: (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Loan Parties and their respective Affiliates, on the one hand, and the Agents, the Arrangers and the Lenders, on the other hand, and the Loan Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each Agent, each Arranger and each Lender is and has been acting solely as a principal

and is not the financial advisor, agent or fiduciary, for any Loan Party or any of their respective Affiliates, stockholders, creditors or employees or any other person; (iii) none of the Agents, any Arranger or any Lender has assumed or will assume an advisory, agency or fiduciary responsibility in favor of any Loan Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether any Agent, any Arranger or any Lender has advised or is currently advising any Loan Party or their respective Affiliates on other matters) and none of the Agents, any Arranger or any Lender has any obligation to any of the Loan Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Agents, the Arrangers, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Loan Parties and their respective Affiliates, and none of the Agents, any Arranger or any Lender has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Agents, the Arrangers and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate. The Borrower hereby agrees that it will not claim that any of the Agents, the Arrangers, the Lenders or their respective affiliates has rendered advisory services of any nature or respect or owes a fiduciary duty or similar duty to it in connection with any aspect of any transaction contemplated hereby.

#### SECTION 9.22. Application of Gaming Laws.

(a) This Agreement and the other Loan Documents are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing and notwithstanding anything herein or in any other Loan Document to the contrary, the Lenders, Agents and Secured Parties acknowledge that (i) they are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information and (ii)(x) the consummation of the Emergence Restructuring Transactions and (y) all rights, remedies and powers in or under this Agreement and the other Loan Documents, including with respect to the Collateral (including the pledge and delivery of the Pledged Collateral), the Mortgaged Properties and the ownership and operation of facilities are, in each case, subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals) are obtained from the relevant Gaming Authorities and Liquor Authorities.

(b) Lenders, Agents and Secured Parties agree to cooperate with all Gaming Authorities and Liquor Authorities in connection with the provision in a timely manner of such documents or other information as may be requested by such Gaming Authorities and Liquor Authorities relating to the Loan or Loan Documents.

(c) Lenders acknowledge and agree that if the Borrower receives a notice from any applicable Gaming Authority that any Lender is a disqualified holder (and such Lender is notified by the Borrower in writing of such disqualification), the Borrower shall, following any available appeal of such determination by such Gaming Authority (unless the rules of the applicable Gaming Authority do not permit such Lender to retain its Loans or Commitments pending appeal of such determination), have the right to (i) cause such disqualified holder to transfer and assign, without recourse all of its interests, rights and obligations in its Loans and Commitments or (ii) in the event that (A) the Borrower is unable to assign such Loan after using its best efforts to cause such an assignment and (B) no Default or Event of Default has occurred and is continuing, prepay such disqualified holder's Loan. Notice to such disqualified holder shall be given ten days prior to the required date of assignment or prepayment, as the

case may be, and shall be accompanied by evidence demonstrating that such transfer or prepayment is required pursuant to Gaming Laws. If reasonably requested by any disqualified holder, the Borrower will use commercially reasonable efforts to cooperate with any such holder that is seeking to appeal such determination and to afford such holder an opportunity to participate in any proceedings relating thereto. Notwithstanding anything herein to the contrary, any prepayment of a Loan shall be at a price that, unless otherwise directed by a Gaming Authority, shall be equal to the sum of the principal amount of such Loan and interest to the date such Lender or holder became a disqualified holder (plus any fees and other amounts accrued for the account of such disqualified holder to the date such Lender or holder became a disqualified holder).

(d) If during the existence of an Event of Default hereunder or any of the other Loan Documents it shall become necessary or, in the opinion of the Administrative Agent, advisable for an agent, supervisor, receiver or other representative of the Lenders to become licensed or found qualified under any Gaming Law as a condition to receiving the benefit of any Collateral encumbered by the Loan Documents or to otherwise enforce the rights of the Agents, Secured Parties and the Lenders under the Loan Documents, the Borrower hereby agrees to consent to the application for such license or qualification and to execute such further documents as may be required in connection with the evidencing of such consent.

#### SECTION 9.23. Affiliate Lenders.

(a) Each Lender who is an Affiliate of the Borrower, excluding (x) the Borrower and its Subsidiaries and (y) any Debt Fund Affiliate Lender (each such Lender, an “Affiliate Lender”; it being understood that (x) neither the Borrower nor any of its Subsidiaries may be Affiliate Lenders and (y) Debt Fund Affiliate Lenders and Affiliate Lenders may be Lenders hereunder in accordance with Section 9.04, subject in the case of Affiliate Lenders only (but not, for the avoidance of doubt, Debt Fund Affiliate Lenders), to this Section 9.23), in connection with any (i) consent (or decision not to consent) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document, (ii) other action on any matter related to any Loan Document or (iii) direction to the Administrative Agent, Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, agrees that, except with respect to any amendment, modification, waiver, consent or other action (1) described in clauses (i), (ii) or (iii) of the first proviso of Section 9.08(b) or (2) that adversely affects such Affiliate Lender (in its capacity as a Lender) in a disproportionately adverse manner as compared to other Lenders, such Affiliate Lender shall be deemed to have voted its interest as a Lender without discretion in such proportion as the allocation of voting with respect to such matter by Lenders who are not Affiliate Lenders. Each Affiliate Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliate Lender’s attorney-in-fact, with full authority in the place and stead of such Affiliate Lender and in the name of such Affiliate Lender, from time to time in the Administrative Agent’s discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (a).

(b) Notwithstanding anything to the contrary in this Agreement, no Affiliate Lender shall have any right to (i) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Borrower are not then present, (ii) receive any information or material prepared by Administrative Agent or any Lender or any communication by or among Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to the Borrower or its representatives, (iii) make or bring (or participate in, other than as a passive participant in or recipient of its pro rata benefits of) any claim, in its capacity as a Lender, against Administrative Agent, the Collateral Agent or any other Lender with respect to any duties or obligations or alleged duties or obligations of such Agent or any other such

Lender under the Loan Documents, (iv) purchase any Term Loan if, immediately after giving effect to such purchase, Affiliate Lenders in the aggregate would own Term Loans with an aggregate principal amount in excess of 25% of the aggregate principal amount of all Term Loans then outstanding or (v) purchase any Revolving Facility Loans or Revolving Facility Commitments. It shall be a condition precedent to each assignment to an Affiliate Lender that such Affiliate Lender shall have (x) represented to the assigning Lender in the applicable Assignment and Acceptance, and notified the Administrative Agent, that it is (or will be, following the consummation of such assignment) an Affiliate Lender and that the aggregate amount of Term Loans held by it giving effect to such assignments shall not exceed the amount permitted by clause (iv) of the preceding sentence and (y) represented in the applicable Assignment and Acceptance that it is not in possession of material non-public information (within the meaning of United States federal and state securities laws) with respect to the Borrower, its Subsidiaries or their respective securities (or, if none of the Borrower, CEC or any Parent Entity is at the time a public reporting company, material information that is not publicly available and that is of a type that would not reasonably be expected to be publicly available if the Borrower, CEC or a Parent Entity was a public reporting company) that (A) has not been disclosed to the assigning Lender or the Lenders generally (other than because any such Lender does not wish to receive material non-public information with respect to the Borrower or its Subsidiaries) and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, the assigning Lender's decision make such assignment.

SECTION 9.24. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

[Signature Pages Follow]

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

CEOC, LLC,  
as Borrower

By: /s/ Eric Hession  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

[Signature Page to Credit Agreement]

CAESARS ENTERTAINMENT OPERATING  
COMPANY, INC.,  
as Borrower

By: /s/ Randall Eisenberg

Name: Randall Eisenberg

Title: Chief Restructuring Officer

[Signature Page to Credit Agreement]



CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Administrative Agent, Collateral Agent, an L/C Issuer and a  
Lender

By: /s/ John Toronto  
Name: John Toronto  
Title: Authorized Signatory

By: /s/ Nicholas Gross  
Name: Nicholas Goss  
Title: Authorized Signatory

[Signature Page to Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,  
as an L/C Issuer and a Lender

By: /s/ Anca Trifan  
Name: Anca Trifan  
Title: Managing Director

By: /s/ Marcus Tarkington  
Name: Marcus Tarkington  
Title: Director

[Signature Page to Credit Agreement]

BARCLAYS BANK PLC,  
as an L/C Issuer and a Lender

By: /s/ Craig Malloy  
Name: Craig Malloy  
Title: Director

[Signature Page to Credit Agreement]

CITIBANK, N.A.,  
as an L/C Issuer and a Lender

By: /s/ Akshay Kulkarni  
Name: Akshay Kulkarni  
Title: Vice President

[Signature Page to Credit Agreement]

GOLDMAN SACHS BANK USA,  
as an L/C Issuer and a Lender

By: /s/ Charles D. Johnston  
Name: Charles D. Johnston  
Title: Authorized Signatory

[Signature Page to Credit Agreement]

JPMORGAN CHASE BANK, N.A.,  
as an L/C Issuer and a Lender

By: /s/ Sangeeta Mahadevan  
Name: Sangeeta Mahadevan  
Title: Executive Director

[Signature Page to Credit Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,  
as an L/C Issuer and a Lender

By: /s/ Michael King  
Name: Michael King  
Title: Vice President

[Signature Page to Credit Agreement]

UBS AG, STAMFORD BRANCH,  
as an L/C Issuer and a Lender

By: /s/ Darlene Arias  
Name: Darlene Arias  
Title: Director

By: /s/ Housseem Daly  
Name: Housseem Daly  
Title: Associate Director

[Signature Page to Credit Agreement]



[FORM OF]  
ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (this “**Assignment and Acceptance**”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “**Assignor**”) and [Insert name of Assignee] (the “**Assignee**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement identified below (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the “**Standard Terms and Conditions**”) are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any Letters of Credit included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_

2. Assignee:<sup>1</sup> \_\_\_\_\_

[and is an Affiliate/Approved Fund of [identify Lender]] [and is (or, upon assignment of the Assigned Interest, will be) an Affiliate Lender]<sup>2</sup>.

3. Borrower: CEOC, LLC.

4. Administrative Agent: Credit Suisse AG, Cayman Islands Branch, as administrative agent under the Credit Agreement.

<sup>1</sup> Assignee cannot be an Ineligible Institution, a Defaulting Lender or any of its Subsidiaries, or any person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons, or a natural person.

<sup>2</sup> Select as applicable.

5.

Credit Agreement:

Credit Agreement dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and collateral agent for the Secured Parties.
6.

Assigned Interest:

Facility	Aggregate Amount of Commitment/ Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans <sup>3</sup>
Term B Loans	\$	\$	%
Revolving Facility Loans/ Revolving Facility Commitments	\$	\$	%

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR].

[Remainder of page intentionally left blank]

<sup>3</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

**ASSIGNOR**  
[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**  
[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name:  
Title:

[Consented to and Accepted:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:]<sup>4</sup>

[Consented to:

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title:]<sup>5</sup>

[Consented to:

[L/C ISSUER], as L/C Issuer

By: \_\_\_\_\_  
Name:  
Title:]<sup>6</sup>

<sup>4</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

<sup>5</sup> To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

<sup>6</sup> To be added only if the consent of the L/C Issuer is required by the terms of the Credit Agreement.

**STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ACCEPTANCE**

1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby, and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other person of any of their respective obligations under any Loan Document.

2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it has reviewed the provisions contained in the Credit Agreement, including, without limitation, all of the defined terms, relevant to the requirement to be an Assignee of the Assigned Interest and become a Lender, (iii) it meets all the requirements to be an Assignee of the Assigned Interest under the Credit Agreement (subject to receipt of such consents as may be required thereunder) (iv) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (v) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (vi) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.04 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest, (vii) it has, independently and without reliance on the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Acceptance, [and] (viii) attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee[, (ix) it is (or, upon assignment of the Assigned Interest, will be) an Affiliate Lender, (x) after giving effect to assignment of the Assigned Interest, Affiliate Lenders in the aggregate will not own Term B Loans with an aggregate principal amount in excess of 25% of the aggregate principal amount of all Term B Loans then outstanding and (xi) it is not in possession of material non-public information (within the meaning of United States federal and state securities laws) with respect to the Borrower, its Subsidiaries or their respective securities (or, if none of the Borrower, CEC or any Parent Entity is a public reporting company on the Effective Date, material information that is not publicly available and that is of a type that would not reasonably be expected to be publicly available if the Borrower, CEC or a Parent Entity was a public reporting company on the Effective Date) that (A) has not been disclosed to the Assignor or the Lenders generally (other than because the Assignor or any other Lender does not wish to receive material non-public information with respect to the Borrower or its Subsidiaries) and (B) could reasonably be expected to have a material effect

upon, or otherwise be material to, the Assignor's decision to assign the Assigned Interest to the Assignee]<sup>7</sup>; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender and, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

3. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

4. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

*[Remainder of page intentionally left blank]*

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<sup>7</sup> Include for assignments to Affiliate Lenders.

[FORM OF]  
BORROWING REQUEST

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Administrative Agent for  
the Lenders referred to below  
[ADDRESS]  
[ATTENTION]

[DATE]

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and as collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower hereby gives you notice pursuant to Section 2.03 of the Credit Agreement that it requests a Borrowing under the Credit Agreement, and in that connection sets forth below the terms on which such Borrowing is requested to be made:

- (A) Date of Borrowing:  
(which is a Business Day) \_\_\_\_\_
- (B) Principal Amount of Borrowing: \_\_\_\_\_
- (C) Class:<sup>1</sup> \_\_\_\_\_
- (D) Type of Borrowing:<sup>2</sup> \_\_\_\_\_
- (E) Interest Period and the last day thereof:<sup>3</sup>  
(in the case of a Eurocurrency Borrowing) \_\_\_\_\_
- (F) Currency:  
(in the case of a Eurocurrency  
Revolving Facility Borrowing) \_\_\_\_\_
- (G) Account Number and Location \_\_\_\_\_

*[Remainder of page intentionally left blank]*

- <sup>1</sup> Specify whether such Borrowing is to be a Borrowing of Revolving Facility Loans (and, if so, specifying the Class of Commitments under which such Borrowing is being made), Term B Loans, Other Term Loans, Refinancing Term Loans, Other Revolving Loans or Replacement Revolving Loans, as applicable.
- <sup>2</sup> Specify whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing.
- <sup>3</sup> Specify the initial Interest Period applicable to a Eurocurrency Borrowing, which shall be one, two, three or six months (or twelve months if agreed to by each applicable Lender or such period of shorter than one month as may be consented to by the Administrative Agent) and shall be subject to the definition of “Interest Period” in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Borrowing Request as of the date first above written.

[Caesars Entertainment Operating Company, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title:]<sup>4</sup>

CEOC, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>4</sup> To be included for any borrowing prior to the consummation of the CEOC Merger.



[FORM OF]  
INTEREST ELECTION REQUEST

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Administrative Agent for  
the Lenders referred to below  
[ADDRESS]  
[ATTENTION]

[DATE]

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This notice constitutes a notice of conversion or notice of continuation, as applicable (an “*Election*”), under Section 2.07 of the Credit Agreement, and the Borrower hereby irrevocably notifies the Administrative Agent of the following information with respect to the conversion or continuation requested hereby:

(i) Borrowing to which Interest Election Request applies:

Principal Amount:

Class:

Type of Borrowing:<sup>1</sup>

Interest Period:

(in the case of a Eurocurrency Borrowing)

Currency:

(in the case of a Eurocurrency

Revolving Facility Borrowing)

(ii) Effective Date of Election:

(which shall be a Business Day)

(iii) Resulting Borrowing No. 1:<sup>2</sup>

Principal Amount of Borrowing:

(or % of Borrowing in (i))

Type of Borrowing:<sup>3</sup>

<sup>1</sup> Specify whether such Borrowing is an ABR Borrowing or a Eurocurrency Borrowing.

<sup>2</sup> Add as many resulting Borrowings as applicable.

<sup>3</sup> Specify whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing.

Interest Period: 4  
(in the case of a Eurocurrency Borrowing)  
Currency:  
(in the case of a Eurocurrency  
Revolving Facility Borrowing)

*[Remainder of page intentionally left blank]*

4

Specify the initial Interest Period applicable to a Eurocurrency Borrowing, which shall be one, two, three or six months (or twelve months if agreed to by each applicable Lender or such period of shorter than one month as may be consented to by the Administrative Agent) and shall be subject to the definition of “Interest Period” in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Interest Election Request as of the date first above written.

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title:

**[FORM OF]  
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

**by and from**

**[•]**

**as Mortgagor**

**to**

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

**Dated as of [•]**

Exhibit D-1 - 1

This MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “**Mortgage**”) effective as of [•] (the “**Effective Date**”), is made and entered into on [•], by and from [•], a [•], having an address at One Caesars Palace Dr., Las Vegas, NV 89109, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, “**Mortgagor**”), to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having an address at [•], as collateral agent for the Secured Parties (in such capacity, “**Collateral Agent**”), as mortgagee, assignee and secured party hereunder (in such capacities and, together with its successors and assigns in such capacities, “**Mortgagee**”).

Pursuant to that certain Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties, the Lenders and the L/C Issuers have agreed to extend credit to the Borrower (as defined below).

The Loan Parties may from time to time enter into Secured Cash Management Agreements and Secured Swap Agreements pursuant to which a Cash Management Bank or a Hedge Bank, as applicable, party thereto will provide financial accommodations to the Loan Parties.

The obligations of the Lenders, the L/C Issuers, any Cash Management Bank and any Hedge Bank to extend such credit and financial accommodations are conditioned upon, among other things, the execution and delivery by Mortgagor of this Mortgage.

Mortgagor, as [a subsidiary of] the Borrower, will derive substantial benefit from the extension of credit to the Borrower pursuant to the Credit Agreement and any Other First Lien Obligations and the provision of financial accommodations pursuant to the Secured Cash Management Agreements and Secured Swap Agreements.

Mortgagor is willing to execute and deliver this Mortgage in order to induce the Lenders and the L/C Issuers to extend such credit under the Credit Agreement, to induce any Cash Management Bank and any Hedge Bank to provide such financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable, and accordingly Mortgagor covenants and agrees, in favor of Mortgagee, as follows:

#### ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Mortgage. As used herein, the following terms shall have the following meanings:

- (a) “**Additional Master Lease Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(b) “**Authorized Representative**” has the meaning set forth in the Collateral Agreement.

(c) “**Bankruptcy Code**” has the meaning set forth in Section 6.2.

(d) “**Borrower**” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

(e) “**CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(f) “**CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(g) “**Credit Agreement Secured Obligations**” has the meaning set forth in the Collateral Agreement.

(h) “**Equivalent Provision**” has the meaning set forth in the Collateral Agreement.

(i) “**Event of Default**” has the meaning set forth in the Collateral Agreement.

(j) “**Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(k) “**Loan Documents**” means (1) the Credit Agreement, (2) all Other First Lien Agreements, (3) the Security Documents and (4) for purposes of Section 5.7 and Section 8.18 only, each First Lien Intercreditor Agreement.

(l) “**Master Lease Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(m) “**Master Leases**” has the meaning set forth in the Collateral Agreement.

(n) “**Mortgaged Property**” means the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor and all of Mortgagor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, streets and ways adjacent to the land, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired, including without limitation all riparian, littoral, water rights, mineral, oil and gas rights, air rights, development rights, rights of Mortgagor as declarant or owner under any covenants, conditions, restrictions or easements, plats and agreements (collectively, the “**Land**”), and all of Mortgagor’s right, title and interest now or hereafter acquired in, to and under (1) all buildings, structures and other improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon, or affixed or permanently moored to, the Land, and, in each case, all appurtenances thereof (the “**Improvements**”; the Land and Improvements are collectively referred to as the “**Premises**”), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Mortgagor now has or hereafter acquires any rights or any power to

transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “**Fixtures**”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “**Personalty**”), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Mortgagor’s right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Mortgaged Property (the “**Deposit Accounts**”), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “**Rents**”), (7) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (each, a “**Property Agreement**” and collectively, the “**Property Agreements**”), (8) all property tax refunds payable with respect to the Mortgaged Property (the “**Tax Refunds**”), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the “**Insurance**”), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”) and (12) any and all right, title and interest of Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the “**Records**”). As used in this Mortgage, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

- (o) “**Non-CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.
- (p) “**Non-CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.
- (q) “**Obligations**” means the “Secured Obligations” as defined in the Collateral Agreement.
- (r) “**Other First Lien Agreement**” has the meaning set forth in the Collateral Agreement.
- (s) “**Other First Lien Obligations**” has the meaning set forth in the Collateral Agreement.
- (t) “**Other First Lien Secured Party Consent**” has the meaning set forth in the Collateral Agreement.

(u) “**Permitted Liens**” has the meaning set forth in the Collateral Agreement.

(v) “**person**” has the meaning set forth in the Credit Agreement.

(w) “**Secured Parties**” has the meaning set forth in the Collateral Agreement.

(x) “**Security Documents**” has the meaning set forth in the Collateral Agreement.

(y) “**Series**” has the meaning set forth in the Collateral Agreement.

(z) “**Specified Excluded Collateral**” has the meaning set forth in the Collateral Agreement.

(aa) “**State**” means the State of [•].

(bb) “**UCC**” means the Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## ARTICLE II GRANT

**Section 2.1 Grant.** To secure the full and timely payment and performance of the Obligations, Mortgagor MORTGAGES, GRANTS, PLEDGES, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee for the benefit of the Secured Parties, all of Mortgagor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject to Permitted Liens, unto Mortgagee. Notwithstanding anything to the contrary in this Mortgage, Mortgagor shall have the right to possess and enjoy the Mortgaged Property until Mortgagee notifies Mortgagor, following the occurrence of an Event of Default, that Mortgagor’s right of possession has been terminated.

**Section 2.2 Secured Obligations.** This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Obligations.

**Section 2.3 Future Advances.** This Mortgage shall secure all Obligations, including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement, the other Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement, the other Loan Documents, any Secured Swap Agreement and any Secured Cash Management Agreement, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.



**Section 2.4 [Maximum Amount of Indebtedness].** The maximum aggregate amount of the unpaid principal indebtedness secured hereby (exclusive of interest thereon, and advances for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property) that may be outstanding at any time is [•] and No/100 Dollars (\$[•]) (the “***Secured Amount***”), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the Lien hereof, and expenses incurred by Mortgagee by reason of any default by Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

**Section 2.5 Last Dollar Secured.** So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount.]\*

**Section 2.6 No Release.** Nothing set forth in this Mortgage shall relieve Mortgagor from the performance of any term, covenant, condition or agreement on Mortgagor’s part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Mortgagor’s part to be so performed or observed or shall impose any liability on Mortgagee or any other Secured Party for any act or omission on the part of Mortgagor relating thereto or for any breach of any representation or warranty on the part of Mortgagor contained in this Mortgage or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of Mortgagor contained in this Section 2.6 shall survive the termination hereof and the discharge of Mortgagor’s other obligations under this Mortgage and the other Loan Documents.

### ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

**Section 3.1 Title to Mortgaged Property and Lien of this Instrument.** Mortgagor has good and marketable fee simple title to the Premises, and good and marketable title to the remainder of the Mortgaged Property, free and clear of any Liens, except Permitted Liens. This Mortgage creates valid, enforceable first priority Liens and security interests in favor of Mortgagee against Mortgagor’s estate, right, title and interests in the Mortgaged Property for the benefit of the Secured Parties securing the payment and performance of the Obligations subject only to Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Mortgage will constitute a valid and enforceable first priority Lien on Mortgagor’s estate, right, title and interests in the Mortgaged Property in favor of Mortgagee for the benefit of the Secured Parties subject only to Permitted Liens.

**Section 3.2 Lien Status.** Mortgagor shall preserve and protect the first Lien and security interest status of this Mortgage, subject to Permitted Liens.

### ARTICLE IV [Intentionally Omitted]

### ARTICLE V DEFAULT AND FORECLOSURE

**Section 5.1 Remedies.** In accordance with, and to the extent consistent with, the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, Mortgagee may take any action specified in this Section 5.1. Upon the occurrence and during the

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\* Include if required by local law.

continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the applicable Loan Documents providing for the automatic acceleration of the Obligations upon the occurrence and during the continuance of certain Events of Default, declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (including, without limitation, making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived to the fullest extent permitted by law. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor (unless such notice is required by applicable law) or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7; *provided, however*, notwithstanding the appointment of any receiver, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any applicable Loan Document to Mortgagee.

(f) Other. Exercise all other rights, remedies and recourses granted under the applicable Loan Documents or otherwise available at law or in equity, including pursuit of a deficiency judgment, if applicable.

**Section 5.2 Separate Sales.** The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive.** Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in any applicable Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under any applicable Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under any applicable Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 5.4 Release of and Resort to Collateral.** Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by any applicable Loan Documents or their status as a first priority Lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

**Section 5.5 Appearance, Waivers, Notice and Marshalling of Assets.** After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except for those Events of Default of which Mortgagee is required to provide notice to Mortgagor pursuant to the terms of any applicable Loan Document) or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under any applicable Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Mortgagor covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

**Section 5.6 Discontinuance of Proceedings.** If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under any applicable Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Obligations, any applicable Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under any applicable Loan Documents for such Event of Default.

**Section 5.7 Application of Proceeds.** Mortgagee (or the receiver, if one is appointed) shall, subject to any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, promptly apply the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, in the following order unless otherwise required by applicable law:

(a) FIRST, to the payment of all fees and reasonable and documented out-of-pocket costs and expenses incurred by Mortgagee of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, or otherwise in connection with this Mortgage, any other Loan Document or any of the Obligations secured by such Mortgaged Property, including, without limitation (1) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) all court costs, (3) the reasonable fees and expenses of Mortgagee's agents and legal counsel, (4) the repayment of all advances made by Mortgagee hereunder or under any other Loan Document on behalf of any applicable Loan Party, (5) any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any applicable Loan Document and (6) costs of advertisement;

(b) SECOND, to the payment in full of the Obligations secured by such Mortgaged Property (the amounts so applied to be distributed among each Series of Secured Parties pro rata based on the respective amounts of such Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in any applicable First Lien Intercreditor Agreement)), with (x) the portion thereof distributed to the Credit Agreement Secured Parties to be further distributed in accordance with the Credit Agreement and (y) the portion thereof distributed to the Secured Parties of any other Series to be further distributed in accordance with the applicable provisions of the Other First Lien Agreement governing such Series; and

(c) THIRD, to Mortgagor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct; provided, that in no event shall (x) the proceeds of any collection or sale of any Specified Excluded Collateral be applied to the relevant Series of Obligations under any Other First Lien Agreement or replacement Credit Agreement that is not secured by such Specified Excluded Collateral or (y) the Mortgaged Property or the proceeds of any collection or sale of any Mortgaged Property of Mortgagor be applied to any Excluded Swap Obligations.

Unless otherwise required by applicable law, Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Subject to applicable law, upon any sale of Mortgaged Property by Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Mortgagee or such officer or be answerable in any way for the misapplication thereof.

**Section 5.8 Occupancy After Foreclosure.** Subject to applicable law, any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal by process of law.

**Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All reasonable sums advanced and expenses incurred at any time by Mortgagee under this Section 5.9, or otherwise under this Mortgage or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations and all such sums, together with such interest thereon, shall be secured by this Mortgage to the extent permitted by applicable law.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement or any equivalent provision of any Other First Lien Agreement, Mortgagor shall pay all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

**Section 5.10 No Mortgagee in Possession.** To the fullest extent permitted by applicable law, neither the enforcement of any of the remedies under this Article V, the assignment of the Rents and Leases under Article VI, the security interests under Article VII, nor any other remedies afforded to Mortgagee under any applicable Loan Document, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

**ARTICLE VI ASSIGNMENT OF RENTS AND LEASES**

**Section 6.1 Assignment.** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases (but only to the extent permitted under such Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for

additional security only. So long as no Event of Default shall have occurred and be continuing, and so long as Mortgagee has not provided written notice of its revocation of such license, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing and no such notice has been given. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall, at the election of Mortgagee, expire and terminate, upon written notice to Mortgagor by Mortgagee.

**Section 6.2 Perfection Upon Recordation.** Mortgagor acknowledges that it has taken all actions necessary to obtain, and that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents, to the extent permitted under applicable law, shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 6.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, to the extent permitted under applicable law, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

## ARTICLE VII SECURITY AGREEMENT

**Section 7.1 Security Interest.** This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Mortgagor grants to Mortgagee a first priority security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency whatsoever between the terms of this Mortgage and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Mortgagor that does not constitute "Article 9 Collateral" under and as defined in the Collateral Agreement shall be subject to any security interest of Mortgagee or any Secured Party or constitute collateral hereunder.

**Section 7.2 Financing Statements.** Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder (and such financing statements may describe the collateral as "all assets"). Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of [•].

**Section 7.3 Fixture Filing.** This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage (immediately preceding Article I). Mortgagee is the "Secured Party" for purposes of the UCC and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage (immediately preceding Article I). A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of "Mortgaged Property" in Section 1.1. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property.

## ARTICLE VIII MISCELLANEOUS

**Section 8.1 Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement (whether or not then in effect) or, with respect to any holder of obligations under any Other First Lien Agreement, addressed to the Authorized Representative of such holder at its address set forth in the applicable Other First Lien Secured Party Consent, as such address may be changed by written notice to Mortgagor.

**Section 8.2 Covenants Running with the Land.** All grants, covenants, terms, provisions and conditions contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Premises shall be deemed to have notice of, and be bound by, the terms of the Collateral Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

**Section 8.3 Attorney-in-Fact.** Subject to any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the

foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

**Section 8.4 Successors and Assigns.** Whenever in this Mortgage Mortgagor or Mortgagee are referred to, such reference shall be deemed to include the permitted successors and assigns of each of them, and all covenants, promises and agreements by or on behalf of Mortgagor that are contained in this Mortgage shall bind its permitted successors and assigns and inure to the benefit of Mortgagee and its successors and assigns.

**Section 8.5 Waivers; Amendments.**

(a) No failure or delay by Mortgagee or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Mortgagee any other Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Mortgage or consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be permitted by Section 8.5(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the incurrence of any Other First Lien Obligations shall not be construed as a waiver of any Default or Event of Default, regardless of whether Mortgagee or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Mortgage nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Mortgagee and Mortgagor, subject to any consent required in accordance with Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof), and the consent of each other Authorized Representative if and to the extent required by (and in accordance with) the applicable Other First Lien Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. Mortgagee may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this Section 8.5(b) is permitted without any further inquiry.



(c) Notwithstanding anything to the contrary contained herein, Mortgagee may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to the Mortgaged Property where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Mortgage or any other Loan Document.

**Section 8.6 WAIVER OF JURY TRIAL.** MORTGAGOR AND, BY ITS ACCEPTANCE HEREOF, MORTGAGEE, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF MORTGAGEE OR ANY OTHER SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR SUCH OTHER SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

**Section 8.7 Termination or Release.**

In each case, subject to the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements:

(a) This Mortgage and all Liens and security interests created by this Mortgage shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by Mortgagee, all rights to the Mortgaged Property shall automatically revert to Mortgagor, and Mortgagee shall automatically assign back to Mortgagor all of its right, title and interest in the Leases and Rents, upon the occurrence of the Termination Date or, if any Other First Lien Obligations are outstanding on the Termination Date, the date when all Other First Lien Obligations (in each case other than contingent or unliquidated obligations or liabilities not then due and any other obligations that, by the terms of any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Mortgaged Property) have been paid in full and the Secured Parties have no further commitment to extend credit under any Other First Lien Agreement.

(b) Mortgagor shall automatically be released from its obligations hereunder and the Lien and security interests in the Mortgaged Property of Mortgagor shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement or any Other First Lien Agreement as a result of which Mortgagor ceases to be the Borrower or a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Loan Party, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(c) (i) Upon any sale or other transfer by Mortgagor of any of the Mortgaged Property that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not (and is not required to become) a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Mortgaged Property pursuant to Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement, the Lien and security interest in such Mortgaged Property shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(d) Solely with respect to the Credit Agreement Secured Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(e) Solely with respect to any Series of Other First Lien Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(f) If any Mortgaged Property shall become subject to the release provisions set forth in any applicable Intercreditor Agreement, the Lien created hereunder on such Mortgaged Property shall be automatically released to the extent (and only to the extent) provided therein.

(g) In connection with any termination or release pursuant to this Section 8.7, Mortgagee shall execute and deliver to Mortgagor, at Mortgagor's expense, all documents that Mortgagor shall reasonably request and reconveyances to evidence such termination or release (including, without limitation, mortgage releases or UCC amendment or termination statements, as applicable), and will duly assign and transfer to Mortgagor, such of the Mortgaged Property that may be in the possession of Mortgagee and has not theretofore been sold or otherwise applied or released pursuant to this Mortgage. Any execution and delivery of documents pursuant to this Section 8.7 shall be without recourse to or warranty by Mortgagee. In connection with any release pursuant to this Section 8.7, Mortgagor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release (forms of which shall be reasonably acceptable to Mortgagee) prepared by the Borrower pursuant to this Section 8.7, Mortgagee shall execute, deliver or acknowledge such instruments or releases to evidence the release of the Mortgaged Property permitted to be released pursuant to this Mortgage. Mortgagor agrees to pay all reasonable and documented out-of-pocket expenses incurred by Mortgagee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

**Section 8.8 Waiver of Stay, Moratorium and Similar Rights.** Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

**Section 8.9 Applicable Law.** The provisions of this Mortgage shall be governed by and construed under the laws of the state in which the Land is located.

**Section 8.10 Headings; Interpretation.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections. All Articles, Sections, Subsections or Exhibits are references to the Articles, Sections, Subsections or Exhibits of this Mortgage unless otherwise expressly stated.

**Section 8.11 Severability.** In the event any one or more of the provisions contained in this Mortgage should be held invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Mortgagor and Mortgagee shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 8.12 Entire Agreement.** This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the applicable Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 8.13 Person Serving as Mortgagee.** On the Closing Date and as of the date hereof, Mortgagee is the Administrative Agent. Written notice of resignation by the Administrative Agent under the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant hereto. Immediately upon the occurrence of the Termination Date, if any other Series of Secured Obligations is then outstanding, the Authorized Representative of such Series (or, if more than one such Series is outstanding, the Applicable First Lien Authorized Representative) shall be deemed Mortgagee for all purposes under this Mortgage. Mortgagee immediately prior to any change in Mortgagee pursuant to this Section 8.13 (the “**Prior Mortgagee**”) shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Mortgagee determined in accordance with this Section 8.13 (the “**Successor Mortgagee**”) and the Successor Mortgagee shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Mortgagee shall cooperate with Mortgagor and such Successor Mortgagee to ensure that all actions are taken that are necessary or reasonably requested by the Successor Mortgagee to vest in such Successor Mortgagee the rights granted to the Prior Mortgagee hereunder with respect to the Mortgaged Property, including (a) the filing of amended financing statements in the appropriate filing offices, (b) to the extent that the Prior Mortgagee holds, or a third party holds on its behalf, physical possession of or “control” (as defined in the UCC) (or any similar concept under foreign law) over Mortgaged Property pursuant to this Mortgage or any other Security Document, the delivery to the Successor Mortgagee of the Mortgaged Property in its possession or control together with any necessary endorsements to the extent required by this Mortgage, and (c) the execution and delivery of any further documents, financing statements or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Mortgagee may reasonably request, all without recourse to, or representation or warranty by, the Prior Mortgagee and at the sole cost and expense of Mortgagor. In addition, Mortgagee hereunder shall at all times be the same person that is the “Collateral Agent” under each First Lien Intercreditor Agreement then in effect. Written notice of resignation by the “Collateral Agent” pursuant to each First Lien Intercreditor Agreement then in effect shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the “Collateral Agent” under each First Lien Intercreditor Agreement by a successor “Collateral Agent”, the successor “Collateral Agent” shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant to this Mortgage. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, this Mortgage and other Loan Documents. Mortgagee and all other persons shall be

entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Mortgagee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. The provisions of Section 8.04 of the Credit Agreement apply *mutatis mutandis* as if set forth herein.

**Section 8.14 Recording Documentation to Assure Security.** Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

**Section 8.15 Further Acts.** Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, pledge, transfer and confirm unto Mortgagee, the property and rights hereby conveyed or assigned or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

**Section 8.16 Additions to Mortgaged Property.** All right, title and interest of Mortgagor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further pledge, mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the Lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further pledges, assurances, mortgages, deeds of trust, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Mortgage.

**Section 8.17 Relationship.** The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of creditor and debtor and mortgagor and mortgagee and nothing contained in the Credit Agreement, the Collateral Agreement, any Other First Lien Agreement, this Mortgage, any other

Loan Document or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as creditor and debtor and mortgagor and mortgagee.

**Section 8.18 Mortgagee's Fees and Expenses; Indemnification.**

(a) Mortgagor agrees that Mortgagee shall be entitled to reimbursement of its expenses incurred hereunder by Mortgagor, and Mortgagee and other Indemnitees shall be indemnified by Mortgagor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement (or any Equivalent Provision thereof) or any equivalent provision of any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 8.18 shall remain operative and in full force and effect regardless of the termination of this Mortgage or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Mortgage or any other Loan Document, or any investigation made by or on behalf of Mortgagee or any other Secured Party. All amounts due under this Section 8.18 shall be payable within thirty (30) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of any Other First Lien Agreement shall also apply to Mortgagee acting under or in connection with this Mortgage in such capacity. No provision of this Mortgage shall require Mortgagee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

**Section 8.19 Jurisdiction; Consent to Service of Process.** (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Mortgage, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Mortgage, the Mortgaged Property, the Collateral, or Mortgagor's other properties, in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document in any New York State or federal court of the United States of America sitting in New York City, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Mortgage or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

**Section 8.20 Subject to Intercreditor Agreements, Master Lease Intercreditor Agreements and Master Leases.**

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted herein to Mortgagee for the benefit of the Secured Parties pursuant to this Mortgage and (ii) the exercise of any right or remedy by Mortgagee hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Mortgaged Property, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Mortgage, the terms of such applicable Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, the Lien and security interest granted to Mortgagee pursuant to this Mortgage in the Tenant's Pledged Property (as defined in each Master Lease) and the exercise of any right or remedy by Mortgagee hereunder against the Tenant's Pledged Property are subject to the provisions of the applicable Master Lease Intercreditor Agreement. In the event of any conflict between the terms of any Master Lease Intercreditor Agreement and this Mortgage, the terms of such Master Lease Intercreditor Agreement shall govern and control.

(c) Notwithstanding anything herein to the contrary, [(i) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the CPLV Master Lease) is subject and subordinate to the terms of the CPLV Master Lease, (ii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the Non-CPLV Master Lease) is subject and subordinate to the terms of the Non-CPLV Master Lease, and (iii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate or similar term (as defined in each other Master Lease, Additional Master Lease or Additional Lease) is subject and subordinate to the terms of such other Master Lease, Additional Master Lease or Additional Lease.]†

**Section 8.21 Other First Lien Obligations.** Upon the execution and delivery by the Borrower to Mortgagee and each Authorized Representative of a fully executed Other First Lien Secured Party Consent in accordance with Section 7.23 of the Collateral Agreement, the holders of the Other First Lien Obligations as set forth in such Other First Lien Secured Party Consent shall automatically be secured by the Mortgaged Property hereunder without any further action, and such holder shall automatically become a Secured Party hereunder.

**Section 8.22 Application of Gaming Laws and Liquor Laws.** Notwithstanding anything herein to the contrary, this Mortgage and any other Loan Document are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing, Mortgagee's acceptance of this Mortgage shall be conclusively deemed an acknowledgment by Mortgagee that (i) the Secured Parties are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Mortgage and the other Loan Documents, including with respect to the Mortgaged Property and the ownership and operation of facilities may be subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals), if any, are obtained from the relevant Gaming Authorities and Liquor Authorities.

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† Relevant provisions to be included in the applicable mortgage.

ARTICLE IX LOCAL LAW PROVISIONS<sup>1</sup>

**Section 9.1 Local Law Provisions.** Notwithstanding anything to the contrary contained in this Mortgage, in the event of any conflict or inconsistency between the provisions of this Article IX and the other provisions of this Mortgage, the provisions of this Article IX will govern.

*[The remainder of this page has been intentionally left blank]*

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<sup>1</sup> Subject to review by local counsel.

**IN WITNESS WHEREOF**, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**MORTGAGOR:**

[\_\_\_\_],  
a[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:



State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notarial Officer)

\_\_\_\_\_  
(Seal, if any)

[local counsel to advise on how to  
conform to state law]

Exhibit D-1 - 22

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

[•]

Exhibit D-1 - 23

**[FORM OF]**

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

**by and from**

**[•]**

**as Mortgagor**

**to**

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,**

**as Collateral Agent,**

**as Mortgagee**

**Dated as of [•]**

Exhibit D-2 - 1

This LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “***Mortgage***”) effective as of [•] (the “***Effective Date***”), is made and entered into on [•], by and from [•], a [•], having an address at One Caesars Palace Dr., Las Vegas, NV 89109, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, “***Mortgagor***”), to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having an address at [•], as collateral agent for the Secured Parties (in such capacity, “***Collateral Agent***”), as mortgagee, assignee and secured party hereunder (in such capacities and, together with its successors and assigns in such capacities, “***Mortgagee***”).

Pursuant to that certain Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “***Credit Agreement***”), among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties, the Lenders and the L/C Issuers have agreed to extend credit to the Borrower (as defined below).

The Loan Parties may from time to time enter into Secured Cash Management Agreements and Secured Swap Agreements pursuant to which a Cash Management Bank or a Hedge Bank, as applicable, party thereto will provide financial accommodations to the Loan Parties.

The obligations of the Lenders, the L/C Issuers, any Cash Management Bank and any Hedge Bank to extend such credit and financial accommodations are conditioned upon, among other things, the execution and delivery by Mortgagor of this Mortgage.

Mortgagor, as [a subsidiary of] the Borrower, will derive substantial benefit from the extension of credit to the Borrower pursuant to the Credit Agreement and any Other First Lien Obligations and the provision of financial accommodations pursuant to the Secured Cash Management Agreements and Secured Swap Agreements.

Mortgagor is willing to execute and deliver this Mortgage in order to induce the Lenders and the L/C Issuers to extend such credit under the Credit Agreement, to induce any Cash Management Bank and any Hedge Bank to provide such financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable, and accordingly Mortgagor covenants and agrees, in favor of Mortgagee, as follows:

#### ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Mortgage. As used herein, the following terms shall have the following meanings:

- (a) “***Additional Master Lease Intercreditor Agreement***” has the meaning set forth in the Collateral Agreement.

(b) “**Authorized Representative**” has the meaning set forth in the Collateral Agreement.

(c) “**Bankruptcy Code**” has the meaning set forth in Section 6.2.

(d) “**Borrower**” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

(e) “**CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(f) “**CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(g) “**Credit Agreement Secured Obligations**” has the meaning set forth in the Collateral Agreement.

(h) “**Equivalent Provision**” has the meaning set forth in the Collateral Agreement.

(i) “**Event of Default**” has the meaning set forth in the Collateral Agreement.

(j) “**Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(k) “**Loan Documents**” means (1) the Credit Agreement, (2) all Other First Lien Agreements, (3) the Security Documents and (4) for purposes of Section 5.7 and Section 8.18 only, each First Lien Intercreditor Agreement.

(l) “**Master Lease Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(m) “**Master Leases**” has the meaning set forth in the Collateral Agreement.

(n) “**Mortgaged Lease**” means that certain [•], dated as of [•], by and between [•] (the “**Lessor**”), as owner of the Land, and Mortgagor, as lessee of the [•] [and owner of the [•]], recorded among the land records of [•], as the same may be amended, supplemented, or modified from time to time, together with all assignments of the Mortgaged Lease and all credits, deposits, options, privileges and rights of Mortgagor as tenant under the Mortgaged Lease, including, but not limited to, rights of first refusal, if any, the rights, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms and the option to purchase, if any, all or any portion of the Land.

(o) “**Mortgaged Property**” means the leasehold estate in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (including the Lessor’s interest in the Land should such estate be hereafter acquired by Mortgagor) and all of Mortgagor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, streets and ways adjacent to the land, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired, including without limitation all riparian, littoral, water rights, mineral, oil and gas rights, air rights, development rights, rights of Mortgagor as declarant or owner under any covenants, conditions, restrictions or easements, plats and agreements (collectively, the “**Land**”), and all

of Mortgagor's right, title and interest now or hereafter acquired in, to and under (1) all buildings, structures and other improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon, or affixed or permanently moored to, the Land, and, in each case, all appurtenances thereof (the "**Improvements**"); the Land and Improvements are collectively referred to as the "**Premises**"), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Mortgagor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the "**Fixtures**"), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "**Personalty**"), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Mortgagor's right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Mortgaged Property (the "**Deposit Accounts**"), (5) the Mortgaged Lease, (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**"), (7) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**"), (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (each, a "**Property Agreement**" and collectively, the "**Property Agreements**"), (9) all property tax refunds payable with respect to the Mortgaged Property (the "**Tax Refunds**"), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**"), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "**Insurance**"), (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "**Condemnation Awards**") and (13) any and all right, title and interest of Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the "**Records**"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(p) "**Non-CPLV Intercreditor Agreement**" has the meaning set forth in the Collateral Agreement.

(q) "**Non-CPLV Master Lease**" has the meaning set forth in the Collateral Agreement.

(r) "**Obligations**" means the "Secured Obligations" as defined in the Collateral Agreement.

- (s) “**Other First Lien Agreement**” has the meaning set forth in the Collateral Agreement.
- (t) “**Other First Lien Obligations**” has the meaning set forth in the Collateral Agreement.
- (u) “**Other First Lien Secured Party Consent**” has the meaning set forth in the Collateral Agreement.
- (v) “**Permitted Liens**” has the meaning set forth in the Collateral Agreement.
- (w) “**person**” has the meaning set forth in the Credit Agreement.
- (x) “**Secured Parties**” has the meaning set forth in the Collateral Agreement.
- (y) “**Security Documents**” has the meaning set forth in the Collateral Agreement.
- (z) “**Series**” has the meaning set forth in the Collateral Agreement.
- (aa) “**Specified Excluded Collateral**” has the meaning set forth in the Collateral Agreement.
- (bb) “**State**” means the State of [•].

(cc) “**UCC**” means the Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## ARTICLE II GRANT

**Section 2.1 Grant.** To secure the full and timely payment and performance of the Obligations, Mortgagor MORTGAGES, GRANTS, PLEDGES, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee for the benefit of the Secured Parties all of Mortgagor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject to Permitted Liens, unto Mortgagee. Notwithstanding anything to the contrary in this Mortgage, Mortgagor shall have the right to possess and enjoy the Mortgaged Property until Mortgagee notifies Mortgagor, following the occurrence of an Event of Default, that Mortgagor’s right of possession has been terminated.

**Section 2.2 Secured Obligations.** This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Obligations.

**Section 2.3 Future Advances.** This Mortgage shall secure all Obligations, including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement, the other Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, however incurred, whether interest, discount or otherwise, and whether the same shall be

deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement, the other Loan Documents, any Secured Swap Agreement and any Secured Cash Management Agreement, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

**Section 2.4 [Maximum Amount of Indebtedness.** The maximum aggregate amount of the unpaid principal indebtedness secured hereby (exclusive of interest thereon, and advances for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property) that may be outstanding at any time is [•] and No/100 Dollars (\$[•]) (the “**Secured Amount**”), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the Lien hereof, and expenses incurred by Mortgagee by reason of any default by Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

**Section 2.5 Last Dollar Secured.** So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount.]\*

**Section 2.6 No Release.** Nothing set forth in this Mortgage shall relieve Mortgagor from the performance of any term, covenant, condition or agreement on Mortgagor’s part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Mortgagor’s part to be so performed or observed or shall impose any liability on Mortgagee or any other Secured Party for any act or omission on the part of Mortgagor relating thereto or for any breach of any representation or warranty on the part of Mortgagor contained in this Mortgage or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of Mortgagor contained in this Section 2.6 shall survive the termination hereof and the discharge of Mortgagor’s other obligations under this Mortgage and the other Loan Documents.

### ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

**Section 3.1 Title to Mortgaged Property and Lien of this Instrument.** Mortgagor has good and valid leasehold interest in the Land, and good and marketable title to the remainder of the Mortgaged Property, free and clear of any Liens, except Permitted Liens. The Mortgaged Lease is in full force and effect and has not been amended or modified (except as contemplated by the definition thereof). Mortgagor has not received any notice of default on the part of Mortgagor from Lessor, nor has Mortgagor sent any notice of default on the part of Lessor to Lessor. Mortgagor’s execution and delivery of this Mortgage and the other Loan Documents do not violate any of the terms of the Mortgaged Lease. This Mortgage creates valid, enforceable first priority Liens and security interests in favor of Mortgagee against Mortgagor’s estate, right, title and interests in the Mortgaged Property for the benefit of the Secured Parties securing the payment and performance of the Obligations subject only to Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Mortgage will constitute a valid and enforceable first priority Lien on Mortgagor’s estate, right, title and interests in the Mortgaged Property in favor of Mortgagee for the benefit of the Secured Parties subject only to Permitted Liens.

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\* Include if required by local law.



**Section 3.2 Lien Status.** Mortgagor shall preserve and protect the first Lien and security interest status of this Mortgage, subject to Permitted Liens.

ARTICLE IV [Intentionally Omitted]

ARTICLE V DEFAULT AND FORECLOSURE

**Section 5.1 Remedies.** In accordance with, and to the extent consistent with, the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, Mortgagee may take any action specified in this Section 5.1. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the applicable Loan Documents providing for the automatic acceleration of the Obligations upon the occurrence and during the continuance of certain Events of Default, declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (including, without limitation, making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Obligations in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived to the fullest extent permitted by law.

Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor (unless such notice is required by applicable law) or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7; *provided, however*, notwithstanding the appointment of any receiver, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any applicable Loan Document to Mortgagee.

(f) Other. Exercise all other rights, remedies and recourses granted under the applicable Loan Documents or otherwise available at law or in equity, including pursuit of a deficiency judgment, if applicable.

**Section 5.2 Separate Sales**. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive**. Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in any applicable Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under any applicable Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under any applicable Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 5.4 Release of and Resort to Collateral**. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by any applicable Loan Documents or their status as a first priority Lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

**Section 5.5 Appearance, Waivers, Notice and Marshalling of Assets**. After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding. To

the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except for those Events of Default of which Mortgagee is required to provide notice to Mortgagor pursuant to the terms of any applicable Loan Document) or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under any applicable Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Mortgagor covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

**Section 5.6 Discontinuance of Proceedings.** If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under any applicable Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Obligations, any applicable Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under any applicable Loan Documents for such Event of Default.

**Section 5.7 Application of Proceeds.** Mortgagee (or the receiver, if one is appointed) shall, subject to any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, promptly apply the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, in the following order unless otherwise required by applicable law:

(a) FIRST, to the payment of all fees and reasonable and documented out-of-pocket costs and expenses incurred by Mortgagee of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, or otherwise in connection with this Mortgage, any other Loan Document or any of the Obligations secured by such Mortgaged Property, including, without limitation (1) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) all court costs, (3) the reasonable fees and expenses of Mortgagee's agents and legal counsel, (4) the repayment of all advances made by Mortgagee hereunder or under any other Loan Document on behalf of any applicable Loan Party, (5) any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any applicable Loan Document and (6) costs of advertisement;

(b) SECOND, to the payment in full of the Obligations secured by such Mortgaged Property (the amounts so applied to be distributed among each Series of Secured Parties pro rata based on the respective amounts of such Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in any applicable First Lien Intercreditor Agreement)), with (x) the portion thereof distributed to

the Credit Agreement Secured Parties to be further distributed in accordance with the Credit Agreement and (y) the portion thereof distributed to the Secured Parties of any other Series to be further distributed in accordance with the applicable provisions of the Other First Lien Agreement governing such Series; and

(c) THIRD, to Mortgagor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct;

provided, that in no event shall (x) the proceeds of any collection or sale of any Specified Excluded Collateral be applied to the relevant Series of Obligations under any Other First Lien Agreement or replacement Credit Agreement that is not secured by such Specified Excluded Collateral or (y) the Mortgaged Property or the proceeds of any collection or sale of any Mortgaged Property of Mortgagor be applied to any Excluded Swap Obligations.

Unless otherwise required by applicable law, Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Subject to applicable law, upon any sale of Mortgaged Property by Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Mortgagee or such officer or be answerable in any way for the misapplication thereof.

**Section 5.8 Occupancy After Foreclosure.** Subject to applicable law, any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal by process of law.

**Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All reasonable sums advanced and expenses incurred at any time by Mortgagee under this Section 5.9, or otherwise under this Mortgage or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations and all such sums, together with such interest thereon, shall be secured by this Mortgage to the extent permitted by applicable law.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement or any equivalent provision of any Other First Lien Agreement, Mortgagor shall pay all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

**Section 5.10 No Mortgagee in Possession.** To the fullest extent permitted by applicable law, neither the enforcement of any of the remedies under this Article V, the assignment of the Rents and Leases under Article VI, the security interests under Article VII, nor any other remedies afforded to Mortgagee under any applicable Loan Document, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

#### ARTICLE VI ASSIGNMENT OF RENTS AND LEASES

**Section 6.1 Assignment.** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases (but only to the extent permitted under such Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, and so long as Mortgagee has not provided written notice of its revocation of such license, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing and no such notice has been given. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall, at the election of Mortgagee, expire and terminate, upon written notice to Mortgagor by Mortgagee.

**Section 6.2 Perfection Upon Recordation.** Mortgagor acknowledges that it has taken all actions necessary to obtain, and that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents, to the extent permitted under applicable law, shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 6.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, to the extent permitted under applicable law, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

#### ARTICLE VII SECURITY AGREEMENT

**Section 7.1 Security Interest.** This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Mortgagor grants to Mortgagee a first priority security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property

Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property (except that Tenant's Pledged Property shall be subject to a security interest held by Lessor pursuant to and in accordance with the Mortgaged Lease and the Master Lease Intercreditor Agreements) to secure the payment and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency whatsoever between the terms of this Mortgage and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Mortgagor that does not constitute "Article 9 Collateral" under and as defined in the Collateral Agreement shall be subject to any security interest of Mortgagee or any Secured Party or constitute collateral hereunder.

**Section 7.2 Financing Statements.** Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder (and such financing statements may describe the collateral as "all assets"). Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of [•].

**Section 7.3 Fixture Filing.** This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage (immediately preceding Article I). Mortgagee is the "Secured Party" for purposes of the UCC and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage (immediately preceding Article I). A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of "Mortgaged Property" in Section 1.1. Mortgagor represents and warrants to Mortgagee that (a) Mortgagor is the owner of [•]; and (b) Lessor is the record owner of [•].

ARTICLE VIII MISCELLANEOUS

**Section 8.1 Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement (whether or not then in effect) or, with respect to any holder of obligations under any Other First Lien Agreement, addressed to the Authorized Representative of such holder at its address set forth in the applicable Other First Lien Secured Party Consent, as such address may be changed by written notice to Mortgagor.

**Section 8.2 Covenants Running with the Land.** All grants, covenants, terms, provisions and conditions contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Improvements and/or the lessee's interest in the Land under the Mortgaged Lease shall be deemed to have notice of, and be bound by, the terms of the Collateral Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

**Section 8.3 Attorney-in-Fact.** Subject to any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

**Section 8.4 Successors and Assigns.** Whenever in this Mortgage Mortgagor or Mortgagee are referred to, such reference shall be deemed to include the permitted successors and assigns of each of them, and all covenants, promises and agreements by or on behalf of Mortgagor that are contained in this Mortgage shall bind its permitted successors and assigns and inure to the benefit of Mortgagee and its successors and assigns.

**Section 8.5 Waivers; Amendments.**

(a) No failure or delay by Mortgagee or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Mortgagee any other Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Mortgage or consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be permitted by Section 8.5(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the incurrence of any Other First Lien Obligations shall not be construed as a waiver of any Default or Event of Default, regardless of whether Mortgagee or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Mortgage nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Mortgagee and Mortgagor, subject to any consent required in accordance with Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof), and the consent of each other Authorized Representative if and to the extent required by (and in accordance with) the applicable Other First Lien Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. Mortgagee may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this Section 8.5(b) is permitted without any further inquiry.

(c) Notwithstanding anything to the contrary contained herein, Mortgagee may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to the Mortgaged Property where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Mortgage or any other Loan Document.

**Section 8.6 WAIVER OF JURY TRIAL.** MORTGAGOR AND, BY ITS ACCEPTANCE HEREOF, MORTGAGEE, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF MORTGAGEE OR ANY OTHER SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR SUCH OTHER SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.



## **Section 8.7 Termination or Release.**

In each case, subject to the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements:

(a) This Mortgage and all Liens and security interests created by this Mortgage shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by Mortgagee, all rights to the Mortgaged Property shall automatically revert to Mortgagor, and Mortgagee shall automatically assign back to Mortgagor all of its right, title and interest in the Leases and Rents, upon the occurrence of the Termination Date or, if any Other First Lien Obligations are outstanding on the Termination Date, the date when all Other First Lien Obligations (in each case other than contingent or unliquidated obligations or liabilities not then due and any other obligations that, by the terms of any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Mortgaged Property) have been paid in full and the Secured Parties have no further commitment to extend credit under any Other First Lien Agreement.

(b) Mortgagor shall automatically be released from its obligations hereunder and the Lien and security interests in the Mortgaged Property of Mortgagor shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement or any Other First Lien Agreement as a result of which Mortgagor ceases to be the Borrower or a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Loan Party, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(c) (i) Upon any sale or other transfer by Mortgagor of any of the Mortgaged Property that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not (and is not required to become) a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Mortgaged Property pursuant to Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement, the Lien and security interest in such Mortgaged Property shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(d) Solely with respect to the Credit Agreement Secured Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(e) Solely with respect to any Series of Other First Lien Obligations, Mortgagor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Mortgagor.

(f) If any Mortgaged Property shall become subject to the release provisions set forth in any applicable Intercreditor Agreement, the Lien created hereunder on such Mortgaged Property shall be automatically released to the extent (and only to the extent) provided therein.

(g) Upon the natural expiration or permitted termination of the term that is permitted pursuant to the Loan Documents of the Mortgaged Lease, Mortgagor shall automatically be released from its obligations hereunder and the security interests of Mortgagee shall be automatically released, all without delivery of any instrument or performance of any act by Mortgagee.

(h) In connection with any termination or release pursuant to this Section 8.7, Mortgagee shall execute and deliver to Mortgagor, at Mortgagor's expense, all documents that Mortgagor shall reasonably request and reconveyances to evidence such termination or release (including, without limitation, mortgage releases or UCC amendment or termination statements, as applicable), and will duly assign and transfer to Mortgagor, such of the Mortgaged Property that may be in the possession of Mortgagee and has not theretofore been sold or otherwise applied or released pursuant to this Mortgage. Any execution and delivery of documents pursuant to this Section 8.7 shall be without recourse to or warranty by Mortgagee. In connection with any release pursuant to this Section 8.7, Mortgagor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release (forms of which shall be reasonably acceptable to Mortgagee) prepared by the Borrower pursuant to this Section 8.7, Mortgagee shall execute, deliver or acknowledge such instruments or releases to evidence the release of the Mortgaged Property permitted to be released pursuant to this Mortgage. Mortgagor agrees to pay all reasonable and documented out-of-pocket expenses incurred by Mortgagee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

**Section 8.8 Waiver of Stay, Moratorium and Similar Rights.** Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

**Section 8.9 Applicable Law.** The provisions of this Mortgage shall be governed by and construed under the laws of the state in which the Land is located.

**Section 8.10 Headings; Interpretation.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections. All Articles, Sections, Subsections or Exhibits are references to the Articles, Sections, Subsections or Exhibits of this Mortgage unless otherwise expressly stated.

**Section 8.11 Severability.** In the event any one or more of the provisions contained in this Mortgage should be held invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Mortgagor and Mortgagee shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 8.12 Entire Agreement.** This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the applicable Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 8.13 Person Serving as Mortgagee.** On the Closing Date and as of the date hereof, Mortgagee is the Administrative Agent. Written notice of resignation by the Administrative Agent under the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant hereto. Immediately upon the occurrence of the Termination Date, if any other Series of Secured Obligations is then outstanding, the Authorized Representative of such Series (or, if more than one such Series is outstanding, the Applicable First Lien Authorized Representative) shall be deemed Mortgagee for all purposes under this Mortgage. Mortgagee immediately prior to any change in Mortgagee pursuant to this **Section 8.13** (the “**Prior Mortgagee**”) shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Mortgagee determined in accordance with this **Section 8.13** (the “**Successor Mortgagee**”) and the Successor Mortgagee shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Mortgagee shall cooperate with Mortgagor and such Successor Mortgagee to ensure that all actions are taken that are necessary or reasonably requested by the Successor Mortgagee to vest in such Successor Mortgagee the rights granted to the Prior Mortgagee hereunder with respect to the Mortgaged Property, including (a) the filing of amended financing statements in the appropriate filing offices, (b) to the extent that the Prior Mortgagee holds, or a third party holds on its behalf, physical possession of or “control” (as defined in the UCC) (or any similar concept under foreign law) over Mortgaged Property pursuant to this Mortgage or any other Security Document, the delivery to the Successor Mortgagee of the Mortgaged Property in its possession or control together with any necessary endorsements to the extent required by this Mortgage, and (c) the execution and delivery of any further documents, financing statements or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Mortgagee may reasonably request, all without recourse to, or representation or warranty by, the Prior Mortgagee and at the sole cost and expense of Mortgagor. In addition, Mortgagee hereunder shall at all times be the same person that is the “Collateral Agent” under each First Lien Intercreditor Agreement then in effect. Written notice of resignation by the “Collateral Agent” pursuant to each First Lien Intercreditor Agreement then in effect shall also constitute notice of resignation as Mortgagee under this Mortgage. Upon the acceptance of any appointment as the “Collateral Agent” under each First Lien Intercreditor Agreement by a successor “Collateral Agent”, the successor “Collateral Agent” shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee pursuant to this Mortgage. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, this Mortgage and other Loan Documents. Mortgagee and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Mortgagee, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. The provisions of Section 8.04 of the Credit Agreement apply *mutatis mutandis* as if set forth herein.

**Section 8.14 Recording Documentation to Assure Security.** Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

**Section 8.15 Further Acts.** Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, pledge, transfer and confirm unto Mortgagee, the property and rights hereby conveyed or assigned or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Mortgage.

**Section 8.16 Additions to Mortgaged Property.** All right, title and interest of Mortgagor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further pledge, mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the Lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further pledges, assurances, mortgages, deeds of trust, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Mortgage.

**Section 8.17 Relationship.** The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of creditor and debtor and mortgagor and mortgagee and nothing contained in the Credit Agreement, the Collateral Agreement, any Other First Lien Agreement, this Mortgage, any other Loan Document or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as creditor and debtor and mortgagor and mortgagee.

**Section 8.18 Mortgagee's Fees and Expenses; Indemnification.**

(a) Mortgagor agrees that Mortgagee shall be entitled to reimbursement of its expenses incurred hereunder by Mortgagor, and Mortgagee and other Indemnitees shall be indemnified by Mortgagor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement (or any Equivalent Provision thereof) or any equivalent provision of any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 8.18 shall remain operative and in full force and effect regardless of the termination of this Mortgage or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Mortgage or any other Loan Document, or any investigation made by or on behalf of Mortgagee or any other Secured Party. All amounts due under this Section 8.18 shall be payable within thirty (30) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of any Other First Lien Agreement shall also apply to Mortgagee acting under or in connection with this Mortgage in such capacity. No provision of this Mortgage shall require Mortgagee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

**Section 8.19 Jurisdiction; Consent to Service of Process.** (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Mortgage, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Mortgage, the Mortgaged Property, the Collateral, or Mortgagor's other properties, in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document in any New York State or federal court of the United States of America sitting in New York City, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Mortgage or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

**Section 8.20 Subject to Intercreditor Agreements, Master Lease Intercreditor Agreements and Master Leases.**

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted herein to Mortgagee for the benefit of the Secured Parties pursuant to this Mortgage and (ii) the exercise of any right or remedy by Mortgagee hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Mortgaged Property, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Mortgage, the terms of such applicable Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, the Lien and security interest granted to Mortgagee pursuant to this Mortgage in the Tenant's Pledged Property (as defined in each Master Lease) and the exercise of any right or remedy by Mortgagee hereunder against the Tenant's Pledged Property are subject to the provisions of the applicable Master Lease Intercreditor Agreement. In the event of any conflict between the terms of any Master Lease Intercreditor Agreement and this Mortgage, the terms of such Master Lease Intercreditor Agreement shall govern and control.

(c) Notwithstanding anything herein to the contrary, [(i) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the CPLV Master Lease) is subject and subordinate to the terms of the CPLV Master Lease, (ii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the Non-CPLV Master Lease) is subject and subordinate to the terms of the Non-CPLV Master Lease, and (iii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate or similar term (as defined in each other Master Lease, Additional Master Lease or Additional Lease) is subject and subordinate to the terms of such other Master Lease, Additional Master Lease or Additional Lease.]†

**Section 8.21 Other First Lien Obligations.** Upon the execution and delivery by the Borrower to Mortgagee and each Authorized Representative of a fully executed Other First Lien Secured Party Consent in accordance with Section 7.23 of the Collateral Agreement, the holders of the Other First Lien Obligations as set forth in such Other First Lien Secured Party Consent shall automatically be secured by the Mortgaged Property hereunder without any further action, and such holder shall automatically become a Secured Party hereunder.

**Section 8.22 Application of Gaming Laws and Liquor Laws.** Notwithstanding anything herein to the contrary, this Mortgage and any other Loan Document are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing, Mortgagee's acceptance of this Mortgage shall be conclusively deemed an acknowledgment by Mortgagee that (i) the Secured Parties are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Mortgage and the other Loan Documents, including with respect to the Mortgaged Property and the ownership and operation of facilities may be subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals), if any, are obtained from the relevant Gaming Authorities and Liquor Authorities.

## ARTICLE IX MORTGAGED LEASE‡

**Section 9.1 No Merger; Acquisition; Power of Attorney.** So long as any of the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the Land shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the Lessor or Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the Land, or any part thereof, the Lien of this Mortgage shall attach to, cover and be a Lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Mortgagor agrees to execute all instruments and documents that Mortgagee may reasonably require to ratify, confirm and further evidence the Lien of this Mortgage on the acquired estate, title or interest.

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† Relevant provisions to be included in the applicable mortgage.

‡ Subject to review by local counsel.

**Section 9.2 New Leases.** If the Mortgaged Lease shall be terminated prior to the natural expiration of its term due to default Mortgagor or any tenant thereunder, and if, pursuant to the provisions of the Mortgaged Lease, Mortgagee or its designee shall acquire from the Lessor a new lease of the Land, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

**Section 9.3 No Assignment.** Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Mortgaged Lease within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of their acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising out of the Mortgaged Lease for only that period of time for which Mortgagee is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

**Section 9.4 Rejection of Mortgaged Lease by Landlord.** If a landlord under the Mortgaged Lease becomes a debtor in a case under the Bankruptcy Code and rejects the Mortgaged Lease under Section 365 of the Bankruptcy Code and Mortgagor has the rights provided for under Section 365(h) of the Bankruptcy Code and has been given a full and fair opportunity to elect the treatment offered by Section 365(h) of the Bankruptcy Code, then:

(a) Mortgagor shall not suffer or permit the termination of the Mortgaged Lease by electing to terminate the Lease pursuant to Section 365(h) or otherwise without Mortgagee's consent. Mortgagor acknowledges that because the Mortgaged Lease is a primary element of Mortgagee's security for the Obligations, it is not anticipated that Mortgagee would consent to termination of the Mortgaged Lease. Therefore, provided that Mortgagor receives due and proper notice and is given a full and fair opportunity to make an election, Mortgagor shall, unless directed otherwise by Mortgagee, elect to remain in possession of the Premises pursuant to Section 365(h)(1)(A)(ii) of the Bankruptcy Code.

(b) To the extent permitted by law, and until the Obligations have been satisfied in full, if Mortgagor does not make an election to remain in possession of the Premises pursuant to Section 365(h)(1)(A)(ii) within a reasonable period, Mortgagor hereby assigns to Mortgagee the right to make such election on behalf of Mortgagor. Mortgagor acknowledges and agrees that the foregoing assignment of its rights under Section 365(h) of the Bankruptcy Code and any related rights, are rights that Mortgagee may use to protect and preserve Mortgagee's other rights and interests under this Mortgage.

(c) Mortgagor acknowledges that if it elects to remain in the Premises pursuant to Section 365(h)(1)(A)(ii) of the Bankruptcy Code, then Mortgagor's resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the lien of this Mortgage.

(d) All the terms and provisions of this Mortgage and the Lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the Bankruptcy Code, including all of Mortgagor's rights to remain in possession of the Premises.

**Section 10.1 Local Law Provisions.** Notwithstanding anything to the contrary contained in this Mortgage, in the event of any conflict or inconsistency between the provisions of this Article X and the other provisions of this Mortgage, the provisions of this Article X will govern.

*[The remainder of this page has been intentionally left blank]*

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§ Subject to review by local counsel.



**IN WITNESS WHEREOF**, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**MORTGAGOR:**

[\_\_\_\_],  
a[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notarial Officer)

\_\_\_\_\_  
(Seal, if any)

[local counsel to advise on how to  
conform to state law]

Exhibit D-2 - 24

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

[•]

Exhibit D-2 - 25

[FORM OF]

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

**by and from**

[•]

**as Grantor**

**to**

[•]

**as Trustee**

**for the benefit of**

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

**Dated as of [•]**

Exhibit D-3 - 1

This DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “**Deed of Trust**”) effective as of [•] (the “**Effective Date**”), is made and entered into on [•], by and from [•], a [•], having an address at One Caesars Palace Dr., Las Vegas, NV 89109, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, “**Grantor**”), in favor of [•], having an address at [•], as trustee under this Deed of Trust (together with any successors in such capacity, “**Trustee**”), for the benefit of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having an address at [•], as collateral agent for the Secured Parties (in such capacity, “**Collateral Agent**”), as beneficiary, assignee and secured party hereunder (in such capacities and, together with its successors and assigns in such capacities, “**Beneficiary**”).

Pursuant to that certain Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties, the Lenders and the L/C Issuers have agreed to extend credit to the Borrower (as defined below).

The Loan Parties may from time to time enter into Secured Cash Management Agreements and Secured Swap Agreements pursuant to which a Cash Management Bank or a Hedge Bank, as applicable, party thereto will provide financial accommodations to the Loan Parties.

The obligations of the Lenders, the L/C Issuers, any Cash Management Bank and any Hedge Bank to extend such credit and financial accommodations are conditioned upon, among other things, the execution and delivery by Grantor of this Deed of Trust.

Grantor, as [a subsidiary of] the Borrower, will derive substantial benefit from the extension of credit to the Borrower pursuant to the Credit Agreement and any Other First Lien Obligations and the provision of financial accommodations pursuant to the Secured Cash Management Agreements and Secured Swap Agreements.

Grantor is willing to execute and deliver this Deed of Trust in order to induce the Lenders and the L/C Issuers to extend such credit under the Credit Agreement, to induce any Cash Management Bank and any Hedge Bank to provide such financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable, and accordingly Grantor covenants and agrees, in favor of Beneficiary, as follows:

## ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Deed of Trust. As used herein, the following terms shall have the following meanings:

(a) “**Additional Master Lease Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(b) “**Authorized Representative**” has the meaning set forth in the Collateral Agreement.

(c) “**Bankruptcy Code**” has the meaning set forth in Section 6.2.

(d) “**Borrower**” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

(e) “**CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(f) “**CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(g) “**Credit Agreement Secured Obligations**” has the meaning set forth in the Collateral Agreement.

(h) “**Equivalent Provision**” has the meaning set forth in the Collateral Agreement.

(i) “**Event of Default**” has the meaning set forth in the Collateral Agreement.

(j) “**Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(k) “**Loan Documents**” means (1) the Credit Agreement, (2) all Other First Lien Agreements, (3) the Security Documents and (4) for purposes of Section 5.7 and Section 8.18 only, each First Lien Intercreditor Agreement.

(l) “**Master Lease Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(m) “**Master Leases**” has the meaning set forth in the Collateral Agreement.

(n) “**Mortgaged Property**” means the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Grantor and all of Grantor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, streets and ways adjacent to the land, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired, including without limitation all riparian, littoral, water rights, mineral, oil and gas rights, air rights, development rights, rights of Grantor as declarant or owner under any covenants, conditions, restrictions or easements, plats and agreements (collectively, the “**Land**”), and all of Grantor’s right, title and interest now or hereafter acquired in, to and under (1) all buildings, structures and other improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon, or affixed or permanently moored to, the Land, and, in each case, all appurtenances thereof (the “**Improvements**”; the Land and Improvements are collectively referred to as the “**Premises**”), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any

of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “**Fixtures**”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “**Personalty**”), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Grantor’s right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Mortgaged Property (the “**Deposit Accounts**”), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “**Rents**”), (7) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (each, a “**Property Agreement**” and collectively, the “**Property Agreements**”), (8) all property tax refunds payable with respect to the Mortgaged Property (the “**Tax Refunds**”), (9) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”), (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the “**Insurance**”), (11) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”) and (12) any and all right, title and interest of Grantor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the “**Records**”). As used in this Deed of Trust, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(o) “**Non-CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(p) “**Non-CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(q) “**Obligations**” means the “Secured Obligations” as defined in the Collateral Agreement.

(r) “**Other First Lien Agreement**” has the meaning set forth in the Collateral Agreement.

(s) “**Other First Lien Obligations**” has the meaning set forth in the Collateral Agreement.

(t) “**Other First Lien Secured Party Consent**” has the meaning set forth in the Collateral Agreement.

(u) “**Permitted Liens**” has the meaning set forth in the Collateral Agreement.

(v) “**person**” has the meaning set forth in the Credit Agreement.

(w) “**Secured Parties**” has the meaning set forth in the Collateral Agreement.

(x) “**Security Documents**” has the meaning set forth in the Collateral Agreement.

(y) “**Series**” has the meaning set forth in the Collateral Agreement.

(z) “**Specified Excluded Collateral**” has the meaning set forth in the Collateral Agreement.

(aa) “**State**” means the State of [•].

(bb) “**UCC**” means the Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## ARTICLE II GRANT

**Section 2.1 Grant.** To secure the full and timely payment and performance of the Obligations for the benefit of the Secured Parties, Grantor GRANTS, PLEDGES, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Trustee, with power of sale and assent to decree, for the use and benefit of Beneficiary, and hereby grants to Beneficiary (for its benefit and for the benefit of the other Secured Parties) a continuing security interest in, all of Grantor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, IN TRUST NEVERTHELESS, on the terms herein set forth, TO HAVE AND TO HOLD the Mortgaged Property to (i) Trustee, to the extent the same constitutes real property or an interest therein; provided that the conveyance to Trustee of the Rents shall be subject to the assignment of such Rents to Beneficiary as provided herein, and (ii) Beneficiary, to the extent the same does not constitute real property or an interest therein, in either case for the benefit of Beneficiary, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject to Permitted Liens, unto each of Trustee and Beneficiary. Notwithstanding anything to the contrary in this Deed of Trust, Grantor shall have the right to possess and enjoy the Mortgaged Property until the Beneficiary notifies Grantor, following the occurrence of an Event of Default, that Grantor’s right of possession has been terminated.

**Section 2.2 Secured Obligations.** This Deed of Trust secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Obligations.

**Section 2.3 Future Advances.** This Deed of Trust shall secure all Obligations, including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement, the other Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, however incurred, whether interest, discount or otherwise, and whether the same shall be



deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement, the other Loan Documents, any Secured Swap Agreement and any Secured Cash Management Agreement, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not Grantor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

**Section 2.4 [Maximum Amount of Indebtedness.** The maximum aggregate amount of the unpaid principal indebtedness secured hereby (exclusive of interest thereon, and advances for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property) that may be outstanding at any time is [•] and No/100 Dollars (\$[•]) (the “**Secured Amount**”), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the Lien hereof, and expenses incurred by each of Trustee and Beneficiary by reason of any default by Grantor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

**Section 2.5 Last Dollar Secured.** So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount.]\*

**Section 2.6 No Release.** Nothing set forth in this Deed of Trust shall relieve Grantor from the performance of any term, covenant, condition or agreement on Grantor’s part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Trustee, Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Grantor’s part to be so performed or observed or shall impose any liability on Trustee, Beneficiary or any other Secured Party for any act or omission on the part of Grantor relating thereto or for any breach of any representation or warranty on the part of Grantor contained in this Deed of Trust or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of Grantor contained in this Section 2.6 shall survive the termination hereof and the discharge of Grantor’s other obligations under this Deed of Trust and the other Loan Documents.

### ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Trustee and Beneficiary as follows:

**Section 3.1 Title to Mortgaged Property and Lien of this Instrument.** Grantor has good and marketable fee simple title to the Premises, and good and marketable title to the remainder of the Mortgaged Property, free and clear of any Liens, except Permitted Liens. This Deed of Trust creates valid, enforceable first priority Liens and security interests in favor of Beneficiary against Grantor’s estate, right, title and interests in the Mortgaged Property for the benefit of the Secured Parties securing the payment and performance of the Obligations subject only to Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Deed of Trust will constitute a valid and enforceable first priority Lien on Grantor’s estate, right, title and interests in the Mortgaged Property in favor of Beneficiary for the benefit of the Secured Parties subject only to Permitted Liens.

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\* Include if required by local law.

**Section 3.2 Lien Status.** Grantor shall preserve and protect the first Lien and security interest status of this Deed of Trust, subject to Permitted Liens.

ARTICLE IV [Intentionally Omitted]

ARTICLE V DEFAULT AND FORECLOSURE

**Section 5.1 Remedies.** In accordance with, and to the extent consistent with, the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, Beneficiary (and/or Trustee as so required by applicable law) may take any action specified in this Section 5.1. Upon the occurrence and during the continuance of an Event of Default, Beneficiary (and/or Trustee as so required by applicable law) may, at Beneficiary's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the applicable Loan Documents providing for the automatic acceleration of the Obligations upon the occurrence and during the continuance of certain Events of Default, declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Beneficiary's prior written consent, Beneficiary (and/or Trustee as so required by applicable law) may invoke any legal remedies to dispossess Grantor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (including, without limitation, making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Beneficiary in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or (or, in the case of Beneficiary, credit) in one or more parcels. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any of the other Secured Parties may be a purchaser at such sale. If Beneficiary or such other Secured Party is the highest bidder, Beneficiary or such other Secured Party may credit the portion of the purchase price that would be distributed to Beneficiary or such other Secured Party against the Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisal of the Mortgaged Property is waived to the fullest extent permitted by law. Beneficiary (and/or Trustee as so required by applicable law) may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement

at the time and place appointed for such sale or for such adjourned sale or sales, and Beneficiary (and/or Trustee as so required by applicable law), without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor (unless such notice is required by applicable law) or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7; *provided, however*, notwithstanding the appointment of any receiver, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any applicable Loan Document to Beneficiary.

(f) Other. Exercise all other rights, remedies and recourses granted under the applicable Loan Documents or otherwise available at law or in equity, including pursuit of a deficiency judgment, if applicable.

**Section 5.2 Separate Sales.** The Mortgaged Property may be sold in one or more parcels and in such manner and order as Beneficiary in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive.** Beneficiary and the other Secured Parties shall have all rights, remedies and recourses granted in any applicable Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under any applicable Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee or Beneficiary or any other Secured Party in the enforcement of any rights, remedies or recourses under any applicable Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 5.4 Release of and Resort to Collateral.** Beneficiary, and, at Beneficiary's written direction, Trustee, may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by any applicable Loan Documents or their status as a first priority Lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

**Section 5.5 Appearance, Waivers, Notice and Marshalling of Assets.** After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Grantor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases

(a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except for those Events of Default of which Beneficiary is required to provide notice to Grantor pursuant to the terms of any applicable Loan Document) or of Beneficiary's election to exercise or the actual exercise of any right, remedy or recourse provided for under any applicable Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Grantor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Deed of Trust, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Grantor covenants not to hinder, delay or impede the execution of any power granted or delegated to Trustee or Beneficiary by this Deed of Trust but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

**Section 5.6 Discontinuance of Proceedings.** If Beneficiary or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under any applicable Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Beneficiary and the other Secured Parties shall be restored to their former positions with respect to the Obligations, any applicable Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary or any other Secured Party thereafter to exercise any right, remedy or recourse under any applicable Loan Documents for such Event of Default.

**Section 5.7 Application of Proceeds.** Beneficiary (or the receiver, if one is appointed) shall, subject to any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, promptly apply the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, in the following order unless otherwise required by applicable law:

(a) FIRST, to the payment of all fees and reasonable and documented out-of-pocket costs and expenses incurred by Trustee or Beneficiary of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, or otherwise in connection with this Deed of Trust, any other Loan Document or any of the Obligations secured by such Mortgaged Property, including, without limitation (1) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) all court costs, (3) the reasonable fees and expenses of Beneficiary's agents and legal counsel and Trustee's agents and legal counsel, (4) the repayment of all advances made by Trustee or Beneficiary hereunder or under any other Loan Document on behalf of any applicable Loan Party, (5) any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any applicable Loan Document and (6) costs of advertisement;

(b) SECOND, to the payment in full of the Obligations secured by such Mortgaged Property (the amounts so applied to be distributed among each Series of Secured Parties pro rata based on the respective amounts of such Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in any applicable First Lien Intercreditor Agreement)), with (x) the portion thereof distributed to

the Credit Agreement Secured Parties to be further distributed in accordance with the Credit Agreement and (y) the portion thereof distributed to the Secured Parties of any other Series to be further distributed in accordance with the applicable provisions of the Other First Lien Agreement governing such Series; and

(c) THIRD, to Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct;

provided, that in no event shall (x) the proceeds of any collection or sale of any Specified Excluded Collateral be applied to the relevant Series of Obligations under any Other First Lien Agreement or replacement Credit Agreement that is not secured by such Specified Excluded Collateral or (y) the Mortgaged Property or the proceeds of any collection or sale of any Mortgaged Property of Grantor be applied to any Excluded Swap Obligations.

Unless otherwise required by applicable law, Beneficiary shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Deed of Trust. Subject to applicable law, upon any sale of Mortgaged Property by Beneficiary (and/or Trustee as so required by applicable law) (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Beneficiary or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Beneficiary or such officer or be answerable in any way for the misapplication thereof.

**Section 5.8 Occupancy After Foreclosure.** Subject to applicable law, any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal by process of law.

**Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All reasonable sums advanced and expenses incurred at any time by Trustee or Beneficiary under this Section 5.9, or otherwise under this Deed of Trust or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations and all such sums, together with such interest thereon, shall be secured by this Deed of Trust to the extent permitted by applicable law.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement or any equivalent provision of any Other First Lien Agreement, Grantor shall pay all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust or the enforcement, compromise or settlement of the Obligations or any claim under this Deed of Trust, and for the curing thereof, or for defending or asserting the rights and claims of Trustee or Beneficiary in respect thereof, by litigation or otherwise.

**Section 5.10 No Mortgagee in Possession.** To the fullest extent permitted by applicable law, neither the enforcement of any of the remedies under this Article V, the assignment of the Rents and Leases under Article VI, the security interests under Article VII, nor any other remedies afforded to Beneficiary under any applicable Loan Document, at law or in equity shall cause Beneficiary or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

#### ARTICLE VI ASSIGNMENT OF RENTS AND LEASES

**Section 6.1 Assignment.** In furtherance of and in addition to the assignment made by Grantor in Section 2.1, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Beneficiary all of its right, title and interest in and to all Leases (but only to the extent permitted under such Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, and so long as Beneficiary has not provided written notice of its revocation of such license, Grantor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing and no such notice has been given. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall, at the election of Beneficiary, expire and terminate, upon written notice to Grantor by Beneficiary.

**Section 6.2 Perfection Upon Recordation.** Grantor acknowledges that it has taken all actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that upon recordation of this Deed of Trust, Beneficiary's interest in the Rents, to the extent permitted under applicable law, shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 6.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, to the extent permitted under applicable law, Grantor and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

#### ARTICLE VII SECURITY AGREEMENT

**Section 7.1 Security Interest.** This Deed of Trust constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Grantor grants to Beneficiary a first priority security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax

Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. In the event of any conflict or inconsistency whatsoever between the terms of this Deed of Trust and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Grantor that does not constitute "Article 9 Collateral" under and as defined in the Collateral Agreement shall be subject to any security interest of Beneficiary or any Secured Party or constitute collateral hereunder.

**Section 7.2 Financing Statements.** Grantor shall prepare and deliver to Beneficiary such financing statements, and shall execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder (and such financing statements may describe the collateral as "all assets"). Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to Beneficiary that Grantor's jurisdiction of organization is the State of [•].

**Section 7.3 Fixture Filing.** This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a deed of trust instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust (immediately preceding Article I). Beneficiary is the "Secured Party" for purposes of the UCC and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust (immediately preceding Article I). A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of "Mortgaged Property" in Section 1.1. Grantor represents and warrants to Beneficiary that Grantor is the record owner of the Mortgaged Property.

#### ARTICLE VIII MISCELLANEOUS

**Section 8.1 Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement (whether or not then in effect) or, with respect to any holder of obligations under any Other First Lien Agreement, addressed to the Authorized Representative of such holder at its address set forth in the applicable Other First Lien Secured Party Consent, as such address may be changed by written notice to Grantor.

**Section 8.2 Covenants Running with the Land.** All grants, covenants, terms, provisions and conditions contained in this Deed of Trust are intended by Grantor, Trustee and Beneficiary to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor"

shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Premises shall be deemed to have notice of, and be bound by, the terms of the Collateral Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

**Section 8.3 Attorney-in-Fact.** Subject to any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; *provided, however*, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

**Section 8.4 Successors and Assigns.** Whenever in this Deed of Trust Grantor, Trustee or Beneficiary are referred to, such reference shall be deemed to include the permitted successors and assigns of each of them, and all covenants, promises and agreements by or on behalf of Grantor that are contained in this Deed of Trust shall bind its permitted successors and assigns and inure to the benefit of Trustee and Beneficiary and each of their successors and assigns.

**Section 8.5 Waivers; Amendments.**

(a) No failure or delay by Beneficiary or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Beneficiary and any other Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Deed of Trust or consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be permitted by Section 8.5(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the incurrence of any Other First Lien Obligations shall not be construed as a waiver of any Default or Event of Default, regardless of whether Beneficiary or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.



(b) Neither this Deed of Trust nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Beneficiary and Grantor (and, if required by applicable law, Trustee), subject to any consent required in accordance with Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof), and the consent of each other Authorized Representative if and to the extent required by (and in accordance with) the applicable Other First Lien Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. Beneficiary may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this Section 8.5(b) is permitted without any further inquiry.

(c) Notwithstanding anything to the contrary contained herein, Beneficiary may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to the Mortgaged Property where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Deed of Trust or any other Loan Document.

**Section 8.6 WAIVER OF JURY TRIAL.** GRANTOR AND, BY ITS ACCEPTANCE HEREOF, BENEFICIARY, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED OF TRUST (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF BENEFICIARY OR ANY OTHER SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BENEFICIARY OR SUCH OTHER SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

**Section 8.7 Termination or Release.**

In each case, subject to the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements:

(a) This Deed of Trust and all Liens and security interests created by this Deed of Trust shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by Trustee or Beneficiary, all rights to the Mortgaged Property shall automatically revert to Grantor, and Beneficiary shall automatically assign back to Grantor all of its right, title and interest in the Leases and Rents, upon the occurrence of the Termination Date or, if any Other First Lien Obligations are outstanding on the Termination Date, the date when all Other First Lien Obligations (in each case other than contingent or unliquidated obligations or liabilities not then due and any other obligations that, by the terms of any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Mortgaged Property) have been paid in full and the Secured Parties have no further commitment to extend credit under any Other First Lien Agreement.

(b) Grantor shall automatically be released from its obligations hereunder and the Lien and security interests in the Mortgaged Property of Grantor shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement or any Other First Lien Agreement as a result of which Grantor ceases to be the Borrower or a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Loan Party, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(c) (i) Upon any sale or other transfer by Grantor of any of the Mortgaged Property that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not (and is not required to become) a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Mortgaged Property pursuant to Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement, the Lien and security interest in such Mortgaged Property shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(d) Solely with respect to the Credit Agreement Secured Obligations, Grantor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(e) Solely with respect to any Series of Other First Lien Obligations, Grantor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(f) If any Mortgaged Property shall become subject to the release provisions set forth in any applicable Intercreditor Agreement, the Lien created hereunder on such Mortgaged Property shall be automatically released to the extent (and only to the extent) provided therein.

(g) In connection with any termination or release pursuant to this Section 8.7, Beneficiary and/or Trustee shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request and reconveyances to evidence such termination or release (including, without limitation, deed of trust releases or UCC amendment or termination statements, as applicable), and will duly assign and transfer to Grantor, such of the Mortgaged Property that may be in the possession of Trustee or Beneficiary and has not theretofore been sold or otherwise applied or released pursuant to this Deed of Trust. Any execution and delivery of documents pursuant to this Section 8.7 shall be without recourse to or warranty by Trustee and Beneficiary. In connection with any release pursuant to this Section 8.7, Grantor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release (forms of which shall be reasonably acceptable to Beneficiary and/or Trustee) prepared by the Borrower pursuant to this Section 8.7, Beneficiary and/or Trustee shall execute, deliver or acknowledge such instruments or releases to evidence the release of the Mortgaged Property permitted to be released pursuant to this Deed of Trust. Grantor agrees to pay all reasonable and documented out-of-pocket expenses incurred by Beneficiary and/or Trustee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

**Section 8.8 Waiver of Stay, Moratorium and Similar Rights.** Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary or any other Secured Party.

**Section 8.9 Applicable Law.** The provisions of this Deed of Trust shall be governed by and construed under the laws of the state in which the Land is located.

**Section 8.10 Headings; Interpretation.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections. All Articles, Sections, Subsections or Exhibits are references to the Articles, Sections, Subsections or Exhibits of this Deed of Trust unless otherwise expressly stated.

**Section 8.11 Severability.** In the event any one or more of the provisions contained in this Deed of Trust should be held invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Grantor and Beneficiary shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 8.12 Entire Agreement.** This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Grantor, Trustee and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the applicable Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 8.13 Person Serving as Beneficiary.** On the Closing Date and as of the date hereof, Beneficiary is the Administrative Agent. Written notice of resignation by the Administrative Agent under the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary pursuant hereto. Immediately upon the occurrence of the Termination Date, if any other Series of Secured Obligations is then outstanding, the Authorized Representative of such Series (or, if more than one such Series is outstanding, the Applicable First Lien Authorized Representative) shall be deemed Beneficiary for all purposes under this Deed of Trust. Beneficiary immediately prior to any change in Beneficiary pursuant to this Section 8.13 (the “**Prior Beneficiary**”) shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Beneficiary determined in accordance with this Section 8.13 (the “**Successor Beneficiary**”) and the Successor Beneficiary shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Beneficiary shall cooperate with Grantor and such Successor Beneficiary to ensure that all actions are taken that are necessary or reasonably requested by the Successor Beneficiary to vest in such Successor Beneficiary the rights granted to the Prior Beneficiary hereunder with respect to the Mortgaged Property, including (a) the filing of amended financing statements in the appropriate filing offices, (b) to the extent that the Prior Beneficiary holds, or a third party holds on its behalf, physical possession of or “control” (as defined in the UCC) (or any similar concept under foreign law) over Mortgaged Property pursuant to this Deed of Trust or any other

Security Document, the delivery to the Successor Beneficiary of the Mortgaged Property in its possession or control together with any necessary endorsements to the extent required by this Deed of Trust, and (c) the execution and delivery of any further documents, financing statements or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Beneficiary may reasonably request, all without recourse to, or representation or warranty by, the Prior Beneficiary and at the sole cost and expense of Grantor. In addition, Beneficiary hereunder shall at all times be the same person that is the "Collateral Agent" under each First Lien Intercreditor Agreement then in effect. Written notice of resignation by the "Collateral Agent" pursuant to each First Lien Intercreditor Agreement then in effect shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as the "Collateral Agent" under each First Lien Intercreditor Agreement by a successor "Collateral Agent", the successor "Collateral Agent" shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary pursuant to this Deed of Trust. Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, this Deed of Trust and other Loan Documents. Beneficiary and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Beneficiary, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. The provisions of Section 8.04 of the Credit Agreement apply *mutatis mutandis* as if set forth herein.

**Section 8.14 Recording Documentation to Assure Security.** Grantor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Deed of Trust and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Beneficiary shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Beneficiary therein. Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Trustee or Beneficiary advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Deed of Trust.

**Section 8.15 Further Acts.** Grantor shall, at the sole cost and expense of Grantor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Beneficiary or Trustee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Beneficiary from time to time to assure, perfect, convey, assign, mortgage, pledge, transfer and confirm unto Beneficiary and Trustee, the property and rights hereby conveyed or assigned or which Grantor may be or may hereafter become bound to convey or assign to Beneficiary and Trustee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Beneficiary or Trustee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Deed of Trust.

**Section 8.16 Additions to Mortgaged Property.** All right, title and interest of Grantor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Grantor or constructed, assembled or placed by Grantor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further pledge, mortgage, conveyance, assignment or other act by Grantor, shall become subject to the Lien and security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the grant of the Mortgaged Property above, but at any and all times Grantor will execute and deliver to Beneficiary any and all such further pledges, assurances, mortgages, deeds of trust, conveyances or assignments thereof as Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Deed of Trust.

**Section 8.17 Relationship.** The relationship of Beneficiary to Grantor hereunder is strictly and solely that of creditor and debtor and grantor and beneficiary and nothing contained in the Credit Agreement, the Collateral Agreement, any Other First Lien Agreement, this Deed of Trust, any other Loan Document or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Beneficiary and Grantor other than as creditor and debtor and beneficiary and grantor.

**Section 8.18 Beneficiary's Fees and Expenses; Indemnification.**

(a) Grantor agrees that Beneficiary shall be entitled to reimbursement of its expenses incurred hereunder by Grantor, and Beneficiary and other Indemnitees shall be indemnified by Grantor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement (or any Equivalent Provision thereof) or any equivalent provision of any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 8.18 shall remain operative and in full force and effect regardless of the termination of this Deed of Trust or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Deed of Trust or any other Loan Document, or any investigation made by or on behalf of Beneficiary or any other Secured Party. All amounts due under this Section 8.18 shall be payable within thirty (30) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of any Other First Lien Agreement shall also apply to Beneficiary acting under or in connection with this Deed of Trust in such capacity. No provision of this Deed of Trust shall require Beneficiary to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

**Section 8.19 Jurisdiction; Consent to Service of Process.** (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Deed of Trust, or for recognition or enforcement of any judgment, and each of the parties hereto

hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Deed of Trust shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Deed of Trust, the Mortgaged Property, the Collateral, or Grantor's other properties, in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Deed of Trust or any other Loan Document in any New York State or federal court of the United States of America sitting in New York City, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Deed of Trust or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

**Section 8.20 Subject to Intercreditor Agreements, Master Lease Intercreditor Agreements and Master Leases.**

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted herein to Beneficiary for the benefit of the Secured Parties pursuant to this Deed of Trust and (ii) the exercise of any right or remedy by Beneficiary hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Mortgaged Property, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Deed of Trust, the terms of such applicable Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, the Lien and security interest granted to Beneficiary pursuant to this Deed of Trust in the Tenant's Pledged Property (as defined in each Master Lease) and the exercise of any right or remedy by Beneficiary hereunder against the Tenant's Pledged Property are subject to the provisions of the applicable Master Lease Intercreditor Agreement. In the event of any conflict between the terms of any Master Lease Intercreditor Agreement and this Deed of Trust, the terms of such Master Lease Intercreditor Agreement shall govern and control.

(c) Notwithstanding anything herein to the contrary, [(i) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the CPLV Master Lease) is subject and subordinate to the terms of the CPLV Master Lease, (ii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the Non-CPLV Master Lease) is subject and subordinate to the terms of the Non-CPLV Master Lease, and (iii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate or similar term (as defined in each other Master Lease, Additional Master Lease or Additional Lease) is subject and subordinate to the terms of such other Master Lease, Additional Master Lease or Additional Lease.]†

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† Relevant provisions to be included in the applicable deed of trust.

**Section 8.21 Other First Lien Obligations.** Upon the execution and delivery by the Borrower to Beneficiary and each Authorized Representative of a fully executed Other First Lien Secured Party Consent in accordance with Section 7.23 of the Collateral Agreement, the holders of the Other First Lien Obligations as set forth in such Other First Lien Secured Party Consent shall automatically be secured by the Mortgaged Property hereunder without any further action, and such holder shall automatically become a Secured Party hereunder.

**Section 8.22 Application of Gaming Laws and Liquor Laws.** Notwithstanding anything herein to the contrary, this Deed of Trust and any other Loan Document are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing, Beneficiary's acceptance of this Deed of Trust shall be conclusively deemed an acknowledgment by Beneficiary that (i) the Secured Parties are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Deed of Trust and the other Loan Documents, including with respect to the Mortgaged Property and the ownership and operation of facilities may be subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals), if any, are obtained from the relevant Gaming Authorities and Liquor Authorities.

## ARTICLE IX REGARDING TRUSTEE

### **Section 9.1 Trustee's Powers and Liabilities.**

(a) Trustee, by acceptance hereof, covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for gross negligence, bad faith or willful misconduct, and hereby waives any statutory fee for any services rendered by it in accordance with the terms thereof. All authorities, powers and discretions given in this Deed of Trust to Trustee and/or Beneficiary may be exercised by either, without the other, with the same effect as if exercised jointly;

(b) Trustee may resign at any time upon giving thirty (30) days' notice in writing to Grantor and to Beneficiary;

(c) Beneficiary may remove Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act, inability to act or absence of Trustee from the state in which the Premises are located, or in its sole discretion for any reason whatsoever, Beneficiary may, upon notice to Grantor and without specifying the reason therefore and without applying to any court, select and appoint a successor trustee, and all powers, rights, duties and authority of the former trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary. Such substitute trustee shall be appointed by written instrument duly recorded in the county where the Land is located. Grantor hereby ratifies and confirms any and all acts that the herein named Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof. Grantor hereby agrees, on behalf of itself and its heirs, executors, administrators and assigns, that the recitals contained in any deed or deeds executed in due form by any Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of title thereby;

(d) Trustee shall not be required to see that this Deed of Trust is recorded nor liable for its validity or its priority as a first deed of trust, or otherwise, nor shall Trustee be answerable or responsible for performance or observance of the covenants and agreements imposed upon Grantor or Beneficiary by this Deed of Trust or any other agreement. Trustee, as well as Beneficiary, shall have authority in their respective discretion to employ agents and attorneys in the execution of this trust and to protect the interest of the Beneficiary hereunder, and to the fullest extent permitted by law they shall be compensated and all expenses relating to the employment of such agents and/or attorneys, including expenses of litigation, shall be paid out of the proceeds of the sale of the Mortgaged Property conveyed hereby should a sale be had, but if no such sale be had, all sums so paid out shall be recoverable to the fullest extent permitted by law by all remedies at law or in equity; and

(e) At any time, or from time to time, without liability therefor and with ten (10) day's prior written notice to Grantor, upon written request of Beneficiary and without affecting the Lien of this Deed of Trust upon the remainder of the Mortgaged Property, Trustee may (A) reconvey any part of the Mortgaged Property, (B) consent in writing to the making of any map or plat thereof, so long as Grantor has consented thereto, (C) join in granting any easement thereon, so long as Grantor has consented thereto, or (D) join in any extension agreement or any agreement subordinating the Lien or charge hereof.

ARTICLE X LOCAL LAW PROVISIONS‡

**Section 10.1 Local Law Provisions.** Notwithstanding anything to the contrary contained in this Deed of Trust, in the event of any conflict or inconsistency between the provisions of this Article X and the other provisions of this Deed of Trust, the provisions of this Article X will govern.

*[The remainder of this page has been intentionally left blank]*

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‡ Subject to review by local counsel.



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

**GRANTOR:**

[\_\_\_\_\_] ,  
a[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notarial Officer)

\_\_\_\_\_  
(Seal, if any)

[local counsel to advise on how to  
conform to state law]

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

[•]

Exhibit D-3 - 24

[FORM OF]

LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

by and from

[•]

as Grantor

to

[•]

as Trustee

for the benefit of

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent,

as Beneficiary

Dated as of [•]

Exhibit D-4 - 1

This LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this “*Deed of Trust*”) effective as of [•] (the “*Effective Date*”), is made and entered into on [•], by and from [•], a [•], having an address at One Caesars Palace Dr., Las Vegas, NV 89109, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, “*Grantor*”), in favor of [•], having an address at [•], as trustee under this Deed of Trust (together with any successors in such capacity, “*Trustee*”), for the benefit of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, having an address at [•], as collateral agent for the Secured Parties (in such capacity, “*Collateral Agent*”), as beneficiary, assignee and secured party hereunder (in such capacities and, together with its successors and assigns in such capacities, “*Beneficiary*”).

Pursuant to that certain Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “*Credit Agreement*”), among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties, the Lenders and the L/C Issuers have agreed to extend credit to the Borrower (as defined below).

The Loan Parties may from time to time enter into Secured Cash Management Agreements and Secured Swap Agreements pursuant to which a Cash Management Bank or a Hedge Bank, as applicable, party thereto will provide financial accommodations to the Loan Parties.

The obligations of the Lenders, the L/C Issuers, any Cash Management Bank and any Hedge Bank to extend such credit and financial accommodations are conditioned upon, among other things, the execution and delivery by Grantor of this Deed of Trust.

Grantor, as [a subsidiary of] the Borrower, will derive substantial benefit from the extension of credit to the Borrower pursuant to the Credit Agreement and any Other First Lien Obligations and the provision of financial accommodations pursuant to the Secured Cash Management Agreements and Secured Swap Agreements.

Grantor is willing to execute and deliver this Deed of Trust in order to induce the Lenders and the L/C Issuers to extend such credit under the Credit Agreement, to induce any Cash Management Bank and any Hedge Bank to provide such financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable, and accordingly Grantor covenants and agrees, in favor of Beneficiary, as follows:

#### ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Deed of Trust. As used herein, the following terms shall have the following meanings:

(a) “**Additional Master Lease Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(b) “**Authorized Representative**” has the meaning set forth in the Collateral Agreement.

(c) “**Bankruptcy Code**” has the meaning set forth in Section 6.2.

(d) “**Borrower**” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

(e) “**CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(f) “**CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(g) “**Credit Agreement Secured Obligations**” has the meaning set forth in the Collateral Agreement.

(h) “**Equivalent Provision**” has the meaning set forth in the Collateral Agreement.

(i) “**Event of Default**” has the meaning set forth in the Collateral Agreement.

(j) “**Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(k) “**Loan Documents**” means (1) the Credit Agreement, (2) all Other First Lien Agreements, (3) the Security Documents and (4) for purposes of Section 5.7 and Section 8.18 only, each First Lien Intercreditor Agreement.

(l) “**Master Lease Intercreditor Agreements**” has the meaning set forth in the Collateral Agreement.

(m) “**Master Leases**” has the meaning set forth in the Collateral Agreement.

(n) “**Mortgaged Lease**” means that certain [•], dated as of [•], by and between [•] (the “**Lessor**”), as owner of the Land, and Grantor, as lessee of the [•] [and owner of the [•] ], recorded among the land records of [•], as the same may be amended, supplemented, or modified from time to time, together with all assignments of the Mortgaged Lease and all credits, deposits, options, privileges and rights of Grantor as tenant under the Mortgaged Lease, including, but not limited to, rights of first refusal, if any, the rights, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms and the option to purchase, if any, all or any portion of the Land.

(o) “**Mortgaged Property**” means the leasehold estate in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Grantor (including the Lessor’s interest in the Land should such estate be hereafter acquired by Grantor) and all of Grantor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, streets and ways adjacent to the land, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned

or hereinafter acquired, including without limitation all riparian, littoral, water rights, mineral, oil and gas rights, air rights, development rights, rights of Grantor as declarant or owner under any covenants, conditions, restrictions or easements, plats and agreements (collectively, the “**Land**”), and all of Grantor’s right, title and interest now or hereafter acquired in, to and under (1) all buildings, structures and other improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon, or affixed or permanently moored to, the Land, and, in each case, all appurtenances thereof (the “**Improvements**”; the Land and Improvements are collectively referred to as the “**Premises**”), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “**Fixtures**”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “**Personalty**”), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Grantor’s right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Mortgaged Property (the “**Deposit Accounts**”), (5) the Mortgaged Lease, (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”), (7) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the “**Rents**”), (8) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (each, a “**Property Agreement**” and collectively, the “**Property Agreements**”), (9) all property tax refunds payable with respect to the Mortgaged Property (the “**Tax Refunds**”), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the “**Insurance**”), (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”) and (13) any and all right, title and interest of Grantor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the “**Records**”). As used in this Deed of Trust, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(p) “**Non-CPLV Intercreditor Agreement**” has the meaning set forth in the Collateral Agreement.

(q) “**Non-CPLV Master Lease**” has the meaning set forth in the Collateral Agreement.

(r) “**Obligations**” means the “Secured Obligations” as defined in the Collateral Agreement.

(s) “**Other First Lien Agreement**” has the meaning set forth in the Collateral Agreement.

(t) “**Other First Lien Obligations**” has the meaning set forth in the Collateral Agreement.

(u) “**Other First Lien Secured Party Consent**” has the meaning set forth in the Collateral Agreement.

(v) “**Permitted Liens**” has the meaning set forth in the Collateral Agreement.

(w) “**person**” has the meaning set forth in the Credit Agreement.

(x) “**Secured Parties**” has the meaning set forth in the Collateral Agreement.

(y) “**Security Documents**” has the meaning set forth in the Collateral Agreement.

(z) “**Series**” has the meaning set forth in the Collateral Agreement.

(aa) “**Specified Excluded Collateral**” has the meaning set forth in the Collateral Agreement.

(bb) “**State**” means the State of [•].

(cc) “**UCC**” means the Uniform Commercial Code of the State or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## ARTICLE II GRANT

**Section 2.1 Grant.** To secure the full and timely payment and performance of the Obligations for the benefit of the Secured Parties, Grantor GRANTS, PLEDGES, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Trustee, with power of sale and assent to decree, for the use and benefit of Beneficiary, and hereby grants to Beneficiary (for its benefit and for the benefit of the other Secured Parties) a continuing security interest in, all of Grantor’s estate, right, title and interest in and to the Mortgaged Property, subject, however, to Permitted Liens, IN TRUST NEVERTHELESS, on the terms herein set forth, TO HAVE AND TO HOLD the Mortgaged Property to (i) Trustee, to the extent the same constitutes real property or an interest therein; provided that the conveyance to Trustee of the Rents shall be subject to the assignment of such Rents to Beneficiary as provided herein, and (ii) Beneficiary, to the extent the same does not constitute real property or an interest therein, in either case for the benefit of Beneficiary, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject to Permitted Liens, unto each of Trustee and Beneficiary. Notwithstanding anything to the contrary in this Deed of Trust, Grantor shall have the right to possess and enjoy the Mortgaged Property until the Beneficiary notifies Grantor, following the occurrence of an Event of Default, that Grantor’s right of possession has been terminated.



**Section 2.2 Secured Obligations.** This Deed of Trust secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Obligations.

**Section 2.3 Future Advances.** This Deed of Trust shall secure all Obligations, including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement, the other Loan Documents, any Secured Swap Agreement or any Secured Cash Management Agreement, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement, the other Loan Documents, any Secured Swap Agreement and any Secured Cash Management Agreement, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not Grantor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

**Section 2.4 Maximum Amount of Indebtedness.** The maximum aggregate amount of the unpaid principal indebtedness secured hereby (exclusive of interest thereon, and advances for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property) that may be outstanding at any time is [•] and No/100 Dollars (\$[•]) (the “***Secured Amount***”), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the Lien hereof, and expenses incurred by each of Trustee and Beneficiary by reason of any default by Grantor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

**Section 2.5 Last Dollar Secured.** So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount.]\*

**Section 2.6 No Release.** Nothing set forth in this Deed of Trust shall relieve Grantor from the performance of any term, covenant, condition or agreement on Grantor’s part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on Trustee, Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Grantor’s part to be so performed or observed or shall impose any liability on Trustee, Beneficiary or any other Secured Party for any act or omission on the part of Grantor relating thereto or for any breach of any representation or warranty on the part of Grantor contained in this Deed of Trust or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of Grantor contained in this Section 2.6 shall survive the termination hereof and the discharge of Grantor’s other obligations under this Deed of Trust and the other Loan Documents.

### ARTICLE III WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Trustee and Beneficiary as follows:

**Section 3.1 Title to Mortgaged Property and Lien of this Instrument.** Grantor has good and valid leasehold interest in the Land, and good and marketable title to the remainder of the

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\* Include if required by local law.

Mortgaged Property, free and clear of any Liens, except Permitted Liens. The Mortgaged Lease is in full force and effect and has not been amended or modified (except as contemplated by the definition thereof). Grantor has not received any notice of default on the part of Grantor from Lessor, nor has Grantor sent any notice of default on the part of Lessor to Lessor. Grantor's execution and delivery of this Deed of Trust and the other Loan Documents do not violate any of the terms of the Mortgaged Lease. This Deed of Trust creates valid, enforceable first priority Liens and security interests in favor of Beneficiary against Grantor's estate, right, title and interests in the Mortgaged Property for the benefit of the Secured Parties securing the payment and performance of the Obligations subject only to Permitted Liens. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located, this Deed of Trust will constitute a valid and enforceable first priority Lien on Grantor's estate, right, title and interests in the Mortgaged Property in favor of Beneficiary for the benefit of the Secured Parties subject only to Permitted Liens.

**Section 3.2 Lien Status.** Grantor shall preserve and protect the first Lien and security interest status of this Deed of Trust, subject to Permitted Liens.

ARTICLE IV [Intentionally Omitted]

ARTICLE V DEFAULT AND FORECLOSURE

**Section 5.1 Remedies.** In accordance with, and to the extent consistent with, the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, Beneficiary (and/or Trustee as so required by applicable law) may take any action specified in this Section 5.1. Upon the occurrence and during the continuance of an Event of Default, Beneficiary (and/or Trustee as so required by applicable law) may, at Beneficiary's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the applicable Loan Documents providing for the automatic acceleration of the Obligations upon the occurrence and during the continuance of certain Events of Default, declare the Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Beneficiary's prior written consent, Beneficiary (and/or Trustee as so required by applicable law) may invoke any legal remedies to dispossess Grantor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Mortgaged Property upon such terms and conditions as Beneficiary may deem reasonable under the circumstances (including, without limitation, making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Beneficiary in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or (or, in the case of Beneficiary, credit) in one or more parcels. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be

deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any of the other Secured Parties may be a purchaser at such sale. If Beneficiary or such other Secured Party is the highest bidder, Beneficiary or such other Secured Party may credit the portion of the purchase price that would be distributed to Beneficiary or such other Secured Party against the Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisal of the Mortgaged Property is waived to the fullest extent permitted by law. Beneficiary (and/or Trustee as so required by applicable law) may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Beneficiary (and/or Trustee as so required by applicable law), without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor (unless such notice is required by applicable law) or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7; *provided, however*, notwithstanding the appointment of any receiver, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any applicable Loan Document to Beneficiary.

(f) Other. Exercise all other rights, remedies and recourses granted under the applicable Loan Documents or otherwise available at law or in equity, including pursuit of a deficiency judgment, if applicable.

**Section 5.2 Separate Sales**. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Beneficiary in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive**. Beneficiary and the other Secured Parties shall have all rights, remedies and recourses granted in any applicable Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under any applicable Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee or Beneficiary or any other Secured Party in the enforcement of any rights, remedies or recourses under any applicable Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 5.4 Release of and Resort to Collateral**. Beneficiary, and, at Beneficiary's written direction, Trustee, may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Property, any part of the

Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by any applicable Loan Documents or their status as a first priority Lien and security interest in and to the Mortgaged Property. For payment of the Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

**Section 5.5 Appearance, Waivers, Notice and Marshalling of Assets.** After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Grantor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except for those Events of Default of which Beneficiary is required to provide notice to Grantor pursuant to the terms of any applicable Loan Document) or of Beneficiary's election to exercise or the actual exercise of any right, remedy or recourse provided for under any applicable Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Grantor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Deed of Trust, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Grantor covenants not to hinder, delay or impede the execution of any power granted or delegated to Trustee or Beneficiary by this Deed of Trust but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

**Section 5.6 Discontinuance of Proceedings.** If Beneficiary or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under any applicable Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Beneficiary and the other Secured Parties shall be restored to their former positions with respect to the Obligations, any applicable Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary or any other Secured Party thereafter to exercise any right, remedy or recourse under any applicable Loan Documents for such Event of Default.

**Section 5.7 Application of Proceeds.** Beneficiary (or the receiver, if one is appointed) shall, subject to any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, promptly apply the proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, in the following order unless otherwise required by applicable law:

(a) FIRST, to the payment of all fees and reasonable and documented out-of-pocket costs and expenses incurred by Trustee or Beneficiary of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, or otherwise in connection with this Deed of Trust, any other Loan Document or any of the Obligations secured by such Mortgaged Property, including, without limitation (1) receiver's fees

and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) all court costs, (3) the reasonable fees and expenses of Beneficiary's agents and legal counsel and Trustee's agents and legal counsel, (4) the repayment of all advances made by Trustee or Beneficiary hereunder or under any other Loan Document on behalf of any applicable Loan Party, (5) any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any applicable Loan Document and (6) costs of advertisement;

(b) SECOND, to the payment in full of the Obligations secured by such Mortgaged Property (the amounts so applied to be distributed among each Series of Secured Parties pro rata based on the respective amounts of such Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in any applicable First Lien Intercreditor Agreement)), with (x) the portion thereof distributed to the Credit Agreement Secured Parties to be further distributed in accordance with the Credit Agreement and (y) the portion thereof distributed to the Secured Parties of any other Series to be further distributed in accordance with the applicable provisions of the Other First Lien Agreement governing such Series; and

(c) THIRD, to Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct;

provided, that in no event shall (x) the proceeds of any collection or sale of any Specified Excluded Collateral be applied to the relevant Series of Obligations under any Other First Lien Agreement or replacement Credit Agreement that is not secured by such Specified Excluded Collateral or (y) the Mortgaged Property or the proceeds of any collection or sale of any Mortgaged Property of Grantor be applied to any Excluded Swap Obligations.

Unless otherwise required by applicable law, Beneficiary shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Deed of Trust. Subject to applicable law, upon any sale of Mortgaged Property by Beneficiary (and/or Trustee as so required by applicable law) (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by Beneficiary or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Beneficiary or such officer or be answerable in any way for the misapplication thereof.

**Section 5.8 Occupancy After Foreclosure.** Subject to applicable law, any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal by process of law.

**Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All reasonable sums advanced and expenses incurred at any time by Trustee or Beneficiary under this Section 5.9, or otherwise under this Deed of Trust or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Obligations and all such sums, together with such interest thereon, shall be secured by this Deed of Trust to the extent permitted by applicable law.

(b) To the extent contemplated by Section 9.05 of the Credit Agreement or any equivalent provision of any Other First Lien Agreement, Grantor shall pay all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust or the enforcement, compromise or settlement of the Obligations or any claim under this Deed of Trust, and for the curing thereof, or for defending or asserting the rights and claims of Trustee or Beneficiary in respect thereof, by litigation or otherwise.

**Section 5.10 No Mortgagee in Possession.** To the fullest extent permitted by applicable law, neither the enforcement of any of the remedies under this Article V, the assignment of the Rents and Leases under Article VI, the security interests under Article VII, nor any other remedies afforded to Beneficiary under any applicable Loan Document, at law or in equity shall cause Beneficiary or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Beneficiary or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

#### ARTICLE VI ASSIGNMENT OF RENTS AND LEASES

**Section 6.1 Assignment.** In furtherance of and in addition to the assignment made by Grantor in Section 2.1, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Beneficiary all of its right, title and interest in and to all Leases (but only to the extent permitted under such Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, and so long as Beneficiary has not provided written notice of its revocation of such license, Grantor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing and no such notice has been given. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall, at the election of Beneficiary, expire and terminate, upon written notice to Grantor by Beneficiary.

**Section 6.2 Perfection Upon Recordation.** Grantor acknowledges that it has taken all actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that upon recordation of this Deed of Trust, Beneficiary's interest in the Rents, to the extent permitted under applicable law, shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 6.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, to the extent permitted under applicable law, Grantor and Beneficiary agree that (a) this Deed of Trust shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

## ARTICLE VII SECURITY AGREEMENT

**Section 7.1 Security Interest.** This Deed of Trust constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Grantor grants to Beneficiary a first priority security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Mortgaged Property which is personal property (except that Tenant’s Pledged Property shall be subject to a security interest held by Lessor pursuant to and in accordance with the Mortgaged Lease and the Master Lease Intercreditor Agreements) to secure the payment and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. In the event of any conflict or inconsistency whatsoever between the terms of this Deed of Trust and the terms of the Collateral Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such Mortgaged Property is to be subject to a security interest or the use, maintenance or transfer of any such Mortgaged Property, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Grantor that does not constitute “Article 9 Collateral” under and as defined in the Collateral Agreement shall be subject to any security interest of Beneficiary or any Secured Party or constitute collateral hereunder.

**Section 7.2 Financing Statements.** Grantor shall prepare and deliver to Beneficiary such financing statements, and shall execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary’s security interest hereunder (and such financing statements may describe the collateral as “all assets”). Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor represents and warrants to Beneficiary that Grantor’s jurisdiction of organization is the State of [•].

**Section 7.3 Fixture Filing.** This Deed of Trust shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a deed of trust instrument to be filed as a financing statement. Grantor is the “Debtor” and its name and mailing address are set forth in the preamble of this Deed of Trust (immediately preceding Article I). Beneficiary is the “Secured Party” for purposes of the UCC and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust (immediately preceding Article I). A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the definition of “Mortgaged Property” in Section 1.1. Grantor represents and warrants to Beneficiary that (a) Grantor is the owner of [•]; and (b) Lessor is the record owner of [•].

ARTICLE VIII MISCELLANEOUS

**Section 8.1 Notices.** All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement (whether or not then in effect) or, with respect to any holder of obligations under any Other First Lien Agreement, addressed to the Authorized Representative of such holder at its address set forth in the applicable Other First Lien Secured Party Consent, as such address may be changed by written notice to Grantor.

**Section 8.2 Covenants Running with the Land.** All grants, covenants, terms, provisions and conditions contained in this Deed of Trust are intended by Grantor, Trustee and Beneficiary to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Improvements and/or the lessee's interest in the Land under the Mortgaged Lease shall be deemed to have notice of, and be bound by, the terms of the Collateral Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

**Section 8.3 Attorney-in-Fact.** Subject to any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; *provided, however*, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance shall be added to and included in the Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Obligations; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

**Section 8.4 Successors and Assigns.** Whenever in this Deed of Trust Grantor, Trustee or Beneficiary are referred to, such reference shall be deemed to include the permitted successors and assigns of each of them, and all covenants, promises and agreements by or on behalf of Grantor that are contained in this Deed of Trust shall bind its permitted successors and assigns and inure to the benefit of Trustee and Beneficiary and each of their successors and assigns.



#### **Section 8.5 Waivers; Amendments.**

(a) No failure or delay by Beneficiary or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Beneficiary and any other Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Deed of Trust or consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be permitted by Section 8.5(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the incurrance of any Other First Lien Obligations shall not be construed as a waiver of any Default or Event of Default, regardless of whether Beneficiary or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Deed of Trust nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Beneficiary and Grantor (and, if required by applicable law, Trustee), subject to any consent required in accordance with Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof), and the consent of each other Authorized Representative if and to the extent required by (and in accordance with) the applicable Other First Lien Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. Beneficiary may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this Section 8.5(b) is permitted without any further inquiry.

(c) Notwithstanding anything to the contrary contained herein, Beneficiary may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to the Mortgaged Property where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Deed of Trust or any other Loan Document.

**Section 8.6 WAIVER OF JURY TRIAL.** GRANTOR AND, BY ITS ACCEPTANCE HEREOF, BENEFICIARY, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED OF TRUST (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF BENEFICIARY OR ANY OTHER SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BENEFICIARY OR SUCH OTHER SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

#### **Section 8.7 Termination or Release.**

In each case, subject to the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements:

(a) This Deed of Trust and all Liens and security interests created by this Deed of Trust shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by Trustee or Beneficiary, all rights to the Mortgaged Property shall automatically revert to Grantor, and Beneficiary shall automatically assign back to Grantor all of its right, title and interest in the Leases and Rents, upon the occurrence of the Termination Date or, if any Other First Lien Obligations are outstanding on the Termination Date, the date when all Other First Lien Obligations (in each case other than contingent or unliquidated obligations or liabilities not then due and any other obligations that, by the terms of any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Mortgaged Property) have been paid in full and the Secured Parties have no further commitment to extend credit under any Other First Lien Agreement.

(b) Grantor shall automatically be released from its obligations hereunder and the Lien and security interests in the Mortgaged Property of Grantor shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement or any Other First Lien Agreement as a result of which Grantor ceases to be the Borrower or a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Loan Party, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(c) (i) Upon any sale or other transfer by Grantor of any of the Mortgaged Property that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not (and is not required to become) a Loan Party, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Mortgaged Property pursuant to Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement, the Lien and security interest in such Mortgaged Property shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(d) Solely with respect to the Credit Agreement Secured Obligations, Grantor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(e) Solely with respect to any Series of Other First Lien Obligations, Grantor shall automatically be released from its obligations hereunder and/or the Lien and security interests in the Mortgaged Property securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property shall revert to Grantor.

(f) If any Mortgaged Property shall become subject to the release provisions set forth in any applicable Intercreditor Agreement, the Lien created hereunder on such Mortgaged Property shall be automatically released to the extent (and only to the extent) provided therein.

(g) Upon the natural expiration or permitted termination of the term that is permitted pursuant to the Loan Documents of the Mortgaged Lease, Grantor shall automatically be released from its obligations hereunder and the security interests of Trustee and Beneficiary shall be automatically released, all without delivery of any instrument or performance of any act by Trustee and Beneficiary.

(h) In connection with any termination or release pursuant to this Section 8.7, Beneficiary and/or Trustee shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request and reconveyances to evidence such termination or release (including, without limitation, deed of trust releases or UCC amendment or termination statements, as applicable), and will duly assign and transfer to Grantor, such of the Mortgaged Property that may be in the possession of Trustee or Beneficiary and has not theretofore been sold or otherwise applied or released pursuant to this Deed of Trust. Any execution and delivery of documents pursuant to this Section 8.7 shall be without recourse to or warranty by Trustee and Beneficiary. In connection with any release pursuant to this Section 8.7, Grantor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release (forms of which shall be reasonably acceptable to Beneficiary and/or Trustee) prepared by the Borrower pursuant to this Section 8.7, Beneficiary and/or Trustee shall execute, deliver or acknowledge such instruments or releases to evidence the release of the Mortgaged Property permitted to be released pursuant to this Deed of Trust. Grantor agrees to pay all reasonable and documented out-of-pocket expenses incurred by Beneficiary and/or Trustee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

**Section 8.8 Waiver of Stay, Moratorium and Similar Rights.** Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary or any other Secured Party.

**Section 8.9 Applicable Law.** The provisions of this Deed of Trust shall be governed by and construed under the laws of the state in which the Land is located.

**Section 8.10 Headings; Interpretation.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections. All Articles, Sections, Subsections or Exhibits are references to the Articles, Sections, Subsections or Exhibits of this Deed of Trust unless otherwise expressly stated.

**Section 8.11 Severability.** In the event any one or more of the provisions contained in this Deed of Trust should be held invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Grantor and Beneficiary shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 8.12 Entire Agreement.** This Deed of Trust and the other Loan Documents embody the entire agreement and understanding between Grantor, Trustee and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the applicable Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 8.13 Person Serving as Beneficiary.** On the Closing Date and as of the date hereof, Beneficiary is the Administrative Agent. Written notice of resignation by the Administrative Agent under the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary pursuant hereto. Immediately upon the occurrence of the Termination Date, if any other Series of Secured Obligations is then outstanding, the Authorized Representative of such Series (or, if more than one such Series is outstanding, the Applicable First Lien Authorized Representative) shall be deemed Beneficiary for all purposes under this Deed of Trust. Beneficiary immediately prior to any change in Beneficiary pursuant to this Section 8.13 (the “**Prior Beneficiary**”) shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Beneficiary determined in accordance with this Section 8.13 (the “**Successor Beneficiary**”) and the Successor Beneficiary shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Beneficiary shall cooperate with Grantor and such Successor Beneficiary to ensure that all actions are taken that are necessary or reasonably requested by the Successor Beneficiary to vest in such Successor Beneficiary the rights granted to the Prior Beneficiary hereunder with respect to the Mortgaged Property, including (a) the filing of amended financing statements in the appropriate filing offices, (b) to the extent that the Prior Beneficiary holds, or a third party holds on its behalf, physical possession of or “control” (as defined in the UCC) (or any similar concept under foreign law) over Mortgaged Property pursuant to this Deed of Trust or any other Security Document, the delivery to the Successor Beneficiary of the Mortgaged Property in its possession or control together with any necessary endorsements to the extent required by this Deed of Trust, and (c) the execution and delivery of any further documents, financing statements or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Beneficiary may reasonably request, all without recourse to, or representation or warranty by, the Prior Beneficiary and at the sole cost and expense of Grantor. In addition, Beneficiary hereunder shall at all times be the same person that is the “Collateral Agent” under each First Lien Intercreditor Agreement then in effect. Written notice of resignation by the “Collateral Agent” pursuant to each First Lien Intercreditor Agreement then in effect shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as the “Collateral Agent” under each First Lien Intercreditor Agreement by a successor “Collateral Agent”, the successor “Collateral Agent” shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary pursuant to this Deed of Trust. Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, this Deed of Trust and other Loan Documents. Beneficiary and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Beneficiary, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. The provisions of Section 8.04 of the Credit Agreement apply *mutatis mutandis* as if set forth herein.

**Section 8.14 Recording Documentation to Assure Security.** Grantor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Deed of Trust and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Beneficiary shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of Beneficiary therein. Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of

any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Trustee or Beneficiary advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Deed of Trust.

**Section 8.15 Further Acts.** Grantor shall, at the sole cost and expense of Grantor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Beneficiary or Trustee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Beneficiary from time to time to assure, perfect, convey, assign, mortgage, pledge, transfer and confirm unto Beneficiary and Trustee, the property and rights hereby conveyed or assigned or which Grantor may be or may hereafter become bound to convey or assign to Beneficiary and Trustee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Beneficiary or Trustee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Deed of Trust.

**Section 8.16 Additions to Mortgaged Property.** All right, title and interest of Grantor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Grantor or constructed, assembled or placed by Grantor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further pledge, mortgage, conveyance, assignment or other act by Grantor, shall become subject to the Lien and security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the grant of the Mortgaged Property above, but at any and all times Grantor will execute and deliver to Beneficiary any and all such further pledges, assurances, mortgages, conveyances or assignments thereof as Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Deed of Trust.

**Section 8.17 Relationship.** The relationship of Beneficiary to Grantor hereunder is strictly and solely that of creditor and debtor and grantor and beneficiary and nothing contained in the Credit Agreement, the Collateral Agreement, any Other First Lien Agreement, this Deed of Trust, any other Loan Document or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Beneficiary and Grantor other than as creditor and debtor and beneficiary and grantor.

**Section 8.18 Beneficiary's Fees and Expenses; Indemnification.**

(a) Grantor agrees that Beneficiary shall be entitled to reimbursement of its expenses incurred hereunder by Grantor, and Beneficiary and other Indemnitees shall be indemnified by Grantor, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement (or any Equivalent Provision thereof) or any equivalent provision of any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 8.18 shall remain operative and in full force and effect regardless of the termination of this Deed of Trust or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Deed of Trust or any other Loan Document, or any investigation made by or on behalf of Beneficiary or any other Secured Party. All amounts due under this Section 8.18 shall be payable within thirty (30) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of any Other First Lien Agreement shall also apply to Beneficiary acting under or in connection with this Deed of Trust in such capacity. No provision of this Deed of Trust shall require Beneficiary to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

**Section 8.19 Jurisdiction; Consent to Service of Process.** (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Deed of Trust, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Deed of Trust shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Deed of Trust, the Mortgaged Property, the Collateral, or Grantor's other properties, in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Deed of Trust or any other Loan Document in any New York State or federal court of the United States of America sitting in New York City, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Deed of Trust or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

**Section 8.20 Subject to Intercreditor Agreements, Master Lease Intercreditor Agreements and Master Leases.**

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted herein to Beneficiary for the benefit of the Secured Parties pursuant to this Deed of Trust and (ii) the exercise of any right or remedy by Beneficiary hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Mortgaged Property, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Deed of Trust, the terms of such applicable Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, the Lien and security interest granted to Beneficiary pursuant to this Deed of Trust in the Tenant's Pledged Property (as defined in each Master Lease) and the exercise of any right or remedy by Beneficiary hereunder against the Tenant's Pledged Property are subject to the provisions of the applicable Master Lease Intercreditor Agreement. In the event of any conflict between the terms of any Master Lease Intercreditor Agreement and this Deed of Trust, the terms of such Master Lease Intercreditor Agreement shall govern and control.

(c) Notwithstanding anything herein to the contrary, [(i) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the CPLV Master Lease) is subject and subordinate to the terms of the CPLV Master Lease, (ii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the Non-CPLV Master Lease) is subject and subordinate to the terms of the Non-CPLV Master Lease, and (iii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate or similar term (as defined in each other Master Lease, Additional Master Lease or Additional Lease) is subject and subordinate to the terms of such other Master Lease, Additional Master Lease or Additional Lease.]†

**Section 8.21 Other First Lien Obligations.** Upon the execution and delivery by the Borrower to Beneficiary and each Authorized Representative of a fully executed Other First Lien Secured Party Consent in accordance with Section 7.23 of the Collateral Agreement, the holders of the Other First Lien Obligations as set forth in such Other First Lien Secured Party Consent shall automatically be secured by the Mortgaged Property hereunder without any further action, and such holder shall automatically become a Secured Party hereunder.

**Section 8.22 Application of Gaming Laws and Liquor Laws.** Notwithstanding anything herein to the contrary, this Deed of Trust and any other Loan Document are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing, Beneficiary's acceptance of this Deed of Trust shall be conclusively deemed an acknowledgment by Beneficiary that (i) the Secured Parties are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Deed of Trust and the other Loan Documents, including with respect to the Mortgaged Property and the ownership and operation of facilities may be subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals), if any, are obtained from the relevant Gaming Authorities and Liquor Authorities.

## ARTICLE IX REGARDING TRUSTEE

### **Section 9.1 Trustee's Powers and Liabilities.**

(a) Trustee, by acceptance hereof, covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for gross negligence, bad faith or willful misconduct, and hereby waives any statutory fee for any services rendered by it in accordance with the terms thereof. All authorities, powers and discretions given in this Deed of Trust to Trustee and/or Beneficiary may be exercised by either, without the other, with the same effect as if exercised jointly;

(b) Trustee may resign at any time upon giving thirty (30) days' notice in writing to Grantor and to Beneficiary;

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† Relevant provisions to be included in the applicable deed of trust.

(c) Beneficiary may remove Trustee at any time or from time to time and select a successor trustee. In the event of the death, removal, resignation, refusal to act, inability to act or absence of Trustee from the state in which the Premises are located, or in its sole discretion for any reason whatsoever, Beneficiary may, upon notice to Grantor and without specifying the reason therefore and without applying to any court, select and appoint a successor trustee, and all powers, rights, duties and authority of the former trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary. Such substitute trustee shall be appointed by written instrument duly recorded in the county where the Land is located. Grantor hereby ratifies and confirms any and all acts that the herein named Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof. Grantor hereby agrees, on behalf of itself and its heirs, executors, administrators and assigns, that the recitals contained in any deed or deeds executed in due form by any Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of title thereby;

(d) Trustee shall not be required to see that this Deed of Trust is recorded nor liable for its validity or its priority as a first deed of trust, or otherwise, nor shall Trustee be answerable or responsible for performance or observance of the covenants and agreements imposed upon Grantor or Beneficiary by this Deed of Trust or any other agreement. Trustee, as well as Beneficiary, shall have authority in their respective discretion to employ agents and attorneys in the execution of this trust and to protect the interest of the Beneficiary hereunder, and to the fullest extent permitted by law they shall be compensated and all expenses relating to the employment of such agents and/or attorneys, including expenses of litigation, shall be paid out of the proceeds of the sale of the Mortgaged Property conveyed hereby should a sale be had, but if no such sale be had, all sums so paid out shall be recoverable to the fullest extent permitted by law by all remedies at law or in equity; and

(e) At any time, or from time to time, without liability therefor and with ten (10) day's prior written notice to Grantor, upon written request of Beneficiary and without affecting the Lien of this Deed of Trust upon the remainder of the Mortgaged Property, Trustee may (A) reconvey any part of the Mortgaged Property, (B) consent in writing to the making of any map or plat thereof, so long as Grantor has consented thereto, (C) join in granting any easement thereon, so long as Grantor has consented thereto, or (D) join in any extension agreement or any agreement subordinating the Lien or charge hereof.

#### ARTICLE X MORTGAGED LEASE

**Section 10.1 No Merger; Acquisition; Power of Attorney.** So long as any of the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the Land shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the Lessor or Grantor, or in a third party, by purchase or otherwise. If Grantor acquires the fee title or any other estate, title or interest in the Land, or any part thereof, the Lien of this Deed of Trust shall attach to, cover and be a Lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Grantor agrees to execute all instruments and documents that Trustee and/or Beneficiary may reasonably require to ratify, confirm and further evidence the Lien of this Deed of Trust on the acquired estate, title or interest.

**Section 10.2 New Leases.** If the Mortgaged Lease shall be terminated prior to the natural expiration of its term due to default Grantor or any tenant thereunder, and if, pursuant to the provisions of the Mortgaged Lease, Beneficiary or its designee shall acquire from the Lessor a new lease of the Land, Grantor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.



**Section 10.3 No Assignment.** Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute an assignment of the Mortgaged Lease within the meaning of any provision thereof prohibiting its assignment and Trustee and Beneficiary shall have no liability or obligation thereunder by reason of their acceptance of this Deed of Trust. Trustee and Beneficiary shall be liable for the obligations of the tenant arising out of the Mortgaged Lease for only that period of time for which Trustee and/or Beneficiary is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of Grantor's right, title and interest therein.

**Section 10.4 Rejection of Mortgaged Lease by Landlord.** If a landlord under the Mortgaged Lease becomes a debtor in a case under the Bankruptcy Code and rejects the Mortgaged Lease under Section 365 of the Bankruptcy Code and Grantor has the rights provided for under Section 365(h) of the Bankruptcy Code and has been given a full and fair opportunity to elect the treatment offered by Section 365(h) of the Bankruptcy Code, then:

(a) Grantor shall not suffer or permit the termination of the Mortgaged Lease by electing to terminate the Lease pursuant to Section 365(h) or otherwise without Beneficiary's consent. Grantor acknowledges that because the Mortgaged Lease is a primary element of Beneficiary's security for the Obligations, it is not anticipated that Beneficiary would consent to termination of the Mortgaged Lease. Therefore, provided that Grantor receives due and proper notice and is given a full and fair opportunity to make an election, Grantor shall, unless directed otherwise by Beneficiary, elect to remain in possession of the Premises pursuant to Section 365(h)(1)(A)(ii) of the Bankruptcy Code.

(b) To the extent permitted by law, and until the Obligations have been satisfied in full, if Grantor does not make an election to remain in possession of the Premises pursuant to Section 365(h)(1)(A)(ii) within a reasonable period, Grantor hereby assigns to Beneficiary the right to make such election on behalf of Grantor. Grantor acknowledges and agrees that the foregoing assignment of its rights under Section 365(h) of the Bankruptcy Code and any related rights, are rights that Beneficiary may use to protect and preserve Beneficiary's other rights and interests under this Deed of Trust.

(c) Grantor acknowledges that if it elects to remain in the Premises pursuant to Section 365(h)(1)(A)(ii) of the Bankruptcy Code, then Grantor's resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the lien of this Deed of Trust.

(d) All the terms and provisions of this Deed of Trust and the Lien created by this Deed of Trust shall remain in full force and effect and shall extend automatically to all of Grantor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the Bankruptcy Code, including all of Grantor's rights to remain in possession of the Premises.

#### ARTICLE XI LOCAL LAW PROVISIONS‡

**Section 11.1 Local Law Provisions.** Notwithstanding anything to the contrary contained in this Deed of Trust, in the event of any conflict or inconsistency between the provisions of this Article XI and the other provisions of this Deed of Trust, the provisions of this Article XI will govern.

‡ Subject to review by local counsel.

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*[The remainder of this page has been intentionally left blank]*

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

**GRANTOR:**

[\_\_\_\_\_] ,  
a [\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notarial Officer)

\_\_\_\_\_  
(Seal, if any)

[local counsel to advise on how to  
conform to state law]

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

[•]

Exhibit D-4 - 26

[FORM OF]  
PERMITTED LOAN PURCHASE ASSIGNMENT AND ACCEPTANCE

This Permitted Loan Purchase Assignment and Acceptance (this “*Permitted Loan Purchase Assignment and Acceptance*”) is delivered in connection with the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Assignor identified on Schedule 1 hereto (the “*Assignor*”) and the assignee identified on Schedule 1 hereto (the “*Permitted Loan Assignee*”) agree as follows:

1. The Assignor hereby irrevocably sells and assigns to the Permitted Loan Assignee without recourse to the Assignor, and the Permitted Loan Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor, as of the Effective Date (as defined below) and pursuant to the terms and conditions set forth in the Credit Agreement for Permitted Loan Purchases (including, without limitation, Sections 9.04(i) and 9.04(j) thereof), the interest described in Schedule 1 hereto (the “*Assigned Interest*”) in and to the Assignor’s rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 hereto (individually, an “*Assigned Facility*”; collectively, the “*Assigned Facilities*”), in a principal amount for each Assigned Facility as set forth on Schedule 1 hereto.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Permitted Loan Purchase Assignment and Acceptance and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, other than that the Assignor has not created any adverse claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, any of its Subsidiaries or any other obligor or the performance or observance by the Borrower, any of its Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement or any other Loan Document or any other instrument or document furnished pursuant hereto or thereto; and (d) attaches any Notes held by it evidencing the Assigned Facilities. To the extent the Assignor has retained any interest in the Assigned Facility and holds a Note evidencing such interest, the Assignor hereby requests that the Administrative Agent exchange the attached Notes for a new Note or Notes payable to the Assignor, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Effective Date).

3. The Permitted Loan Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Permitted Loan Purchase Assignment and Acceptance and has taken all action necessary to execute and deliver this Permitted Loan Purchase Assignment and Acceptance and to consummate the transaction contemplated hereby and (ii) it is not in possession of material non-public information (within the meaning of United States federal and state securities laws) with respect to the Borrower, its Subsidiaries or their respective securities (or, if none of the Borrower, CEC or any Parent

Entity is a public reporting company on the Effective Date, material information that is not publicly available and that is of a type that would not reasonably be expected to be publicly available if the Borrower, CEC or a Parent Entity was a public reporting company on the Effective Date) that (A) has not been disclosed to the Assignor or the Lenders generally (other than because the Assignor or any other Lender does not wish to receive material non-public information with respect to the Borrower or its Subsidiaries) and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, the Assignor's decision to assign the Assigned Interest to the Assignee; and (b) represents and warrants that it satisfied the requirements specified in the Credit Agreement that are required to be satisfied in order to make a Permitted Loan Purchase of the Assigned Interest.

4. The effective date of this Permitted Loan Purchase Assignment and Acceptance shall be the Effective Date of the assignment described in Schedule 1 hereto (the "**Effective Date**"). On the Effective Date, the Assigned Interest shall be deemed to be automatically and immediately cancelled and extinguished (with a corresponding permanent reduction in Revolving Facility Commitments to the extent the Assigned Interest consists of Revolving Facility Loans). The Administrative Agent shall update the Register, effective as of the Effective Date, to record such event as if it were a prepayment of such Assigned Interest (with a corresponding permanent reduction in Revolving Facility Commitments to the extent the Assigned Interest consists of Revolving Facility Loans) pursuant to Section 9.04(j) of the Credit Agreement.

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued prior to the Effective Date. No payments in respect of the Assigned Interest (which shall be deemed to have been cancelled and extinguished as of the Effective Date) shall be due to the Assignor or the Permitted Loan Assignee from and after the Effective Date.

6. As of the Effective Date, the Assignor shall, to the extent provided in this Permitted Loan Purchase Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Permitted Loan Purchase Assignment and Acceptance shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. This Permitted Loan Purchase Assignment and Acceptance may be executed in any number of counterparts, each of which shall constitute an original but all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Permitted Loan Purchase Assignment and Acceptance by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Permitted Loan Purchase Assignment and Acceptance.

8. This Permitted Loan Purchase Assignment and Acceptance shall be governed by, and construed in accordance with, the law of the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Permitted Loan Purchase Assignment and Acceptance to be executed as of the date first above written.

**ASSIGNOR**

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PERMITTED LOAN ASSIGNEE**

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Accepted and Consented To:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Exhibit E - 4

Schedule 1  
to Permitted Loan Purchase Assignment and Acceptance

Name of Assignor: \_\_\_\_\_

Name of Assignee: \_\_\_\_\_

Effective Date of Assignment: \_\_\_\_\_

Principal  
Amount Assigned of the  
Revolving Facility Loans/Revolving  
Facility Commitments  
\_\_\_\_\_  
\$ \_\_\_\_\_  
  
Principal  
Amount Assigned of the  
Term B Loans  
\_\_\_\_\_  
\$ \_\_\_\_\_

Percentage of Revolving Facility  
Loans/Revolving  
Facility Commitments  
Assigned!  
\_\_\_\_\_  
\_\_\_\_\_ %

<sup>1</sup> Calculate the percentage of Revolving Facility Loans or Revolving Facility Commitments that is assigned to at least 9 decimal places and show as a percentage of the aggregate Revolving Facility Commitments of all Revolving Facility Lenders.

[FORM OF]  
DISCOUNTED PREPAYMENT OPTION NOTICE

[DATE]

To: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Pursuant to Section 2.11(g)(ii) of the Credit Agreement, the Borrower hereby notifies you and each Lender that it is seeking:

1. to prepay Loans of the following Class(es): [\_\_\_\_\_] at a discount in an aggregate principal amount of [\$\_\_\_\_\_] <sup>1</sup> (the “**Proposed Discounted Prepayment Amount**”), with corresponding permanent reductions in Revolving Facility Commitments in the case of prepayments of Revolving Facility Loans;
2. a percentage discount to the par value of the principal amount of Loans of such Class(es) greater than or equal to \_\_\_\_\_% of par value but less than or equal to [\_\_\_\_\_] % of par value (the “**Discount Range**”); and
3. a Lender Participation Notice on or before [\_\_\_\_\_, 20\_\_] <sup>2</sup>, as determined pursuant to Section 2.11(g)(iii) of the Credit Agreement (the “**Acceptance Date**”).

The Borrower expressly agrees that this Discounted Prepayment Option Notice is subject to the provisions of Section 2.11(g) of the Credit Agreement.

The Borrower hereby represents and warrants to the Administrative Agent on behalf of the Administrative Agent and the Lenders as follows:

1. No Event of Default has occurred and is continuing, or would result from the Borrower making the Discounted Voluntary Prepayment (after giving effect to any related waivers or amendments obtained in connection with such Discounted Voluntary Prepayment).
2. As of the date hereof, the Borrower is not in possession of material non-public information (within the meaning of United States federal and state securities laws) with respect to the Borrower, its Subsidiaries or their respective securities (or, if none of the Borrower, CEC or any Parent Entity is a public reporting company on the date hereof, material information that is not publicly available and that is of a type that would not reasonably be expected to be

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<sup>1</sup> Insert amount that is not less than \$5.0 million.

<sup>2</sup> Insert date (a Business Day) that is at least five Business Days after the date first written above.

publicly available if the Borrower, CEC or a Parent Entity was a public reporting company on the date hereof) that (A) has not been disclosed to the Lenders generally (other than any Lender that does not wish to receive material non-public information with respect to the Borrower or its Subsidiaries) and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, a Lender's decision to deliver a Lender Participation Notice.

The Borrower respectfully requests that Administrative Agent promptly notify each of the Lenders party to the Credit Agreement of this Discounted Prepayment Option Notice.

*[Reminder of page intentionally left blank]*

Exhibit F - 2

IN WITNESS WHEREOF, the undersigned has executed this Discounted Prepayment Option Notice as of the date first above written.

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF]  
LENDER PARTICIPATION NOTICE

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Administrative Agent for  
the Lenders referred to below  
[ADDRESS]  
[ATTENTION]

[DATE]

Ladies and Gentlemen:

Reference is made to (1) that certain Credit Agreement, dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and (2) that certain Discounted Prepayment Option Notice, dated [\_\_\_\_], from the Borrower (the “**Discounted Prepayment Option Notice**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not defined herein or in the Credit Agreement, shall have the meanings assigned to such terms in the Discounted Prepayment Option Notice.

The undersigned Lender hereby gives you notice, pursuant to Section 2.11(g)(iii) of the Credit Agreement, that it is willing to accept a Discounted Voluntary Prepayment on Loans held by such Lender:

1. in a maximum aggregate principal amount of [\$\_\_\_\_\_ of Term B Loans] [and] [\$\_\_\_\_\_ of Revolving Facility Loans]<sup>1</sup> (collectively, the “**Offered Loans**”), and
2. at a percentage discount to par value of the principal amount of Offered Loans equal to [\_\_\_\_\_] % of par value (the “**Acceptable Discount**”).

The undersigned Lender expressly agrees that this offer is subject to the provisions of Section 2.11(g) of the Credit Agreement. Furthermore, conditioned upon the Applicable Discount determined pursuant to Section 2.11(g)(iii) of the Credit Agreement being a percentage of par value less than or equal to the Acceptable Discount, the undersigned Lender hereby expressly consents and agrees to a prepayment of its Loans pursuant to Section 2.11(g) of the Credit Agreement in an aggregate principal amount equal to the Offered Loans, as such principal amount may be reduced if the aggregate proceeds required to prepay Qualifying Loans (disregarding any interest payable in connection with such Qualifying Loans) would exceed the Proposed Discounted Prepayment Amount for the relevant Discounted Voluntary Prepayment, and acknowledges and agrees that such prepayment of its Loans will be allocated at par value, but the actual payment made to such Lender will be reduced in accordance with the Applicable Discount. In addition, in the case that the Offered Loans include Revolving Facility Loans, the undersigned hereby expressly consents and agrees to a permanent reduction in its Revolving Facility Commitments equal to the aggregate principal amount of Revolving Facility Loans so prepaid.

[Remainder of page intentionally left blank]

<sup>1</sup> Insert applicable Class(es) of Loans.

IN WITNESS WHEREOF, the undersigned has executed this Lender Participation Notice as of the date first above written.

[NAME OF LENDER]  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
[By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title:]<sup>2</sup>

<sup>2</sup> If a second signature is required.

[FORM OF]  
DISCOUNTED VOLUNTARY PREPAYMENT NOTICE

[DATE]

To: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

Ladies and Gentlemen:

This Discounted Voluntary Prepayment Notice is delivered to you pursuant to Section 2.11(g)(v) of that certain Credit Agreement, dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The Borrower hereby irrevocably notifies you that, pursuant to Section 2.11(g)(iv) of the Credit Agreement, the Borrower will make a Discounted Voluntary Prepayment to each Lender with Qualifying Loans, which shall be made:

1. on [\_\_\_\_\_, 20\_\_], as determined pursuant to Section 2.11(g)(v) of the Credit Agreement,
2. in the aggregate principal amount of [\$\_\_\_\_\_ of Term B Loans] [and] [\$\_\_\_\_\_ of Revolving Facility Loans]<sup>1</sup>, and
3. at a percentage discount to the par value of the principal amount of the Loans equal to [\_\_\_\_\_] % of par value (the “*Applicable Discount*”).

The Borrower expressly agrees that this Discounted Voluntary Prepayment Notice is irrevocable and is subject to the provisions of Section 2.11(g) of the Credit Agreement.

The Borrower hereby represents and warrants to the Administrative Agent on behalf of the Administrative Agent and the Lenders as follows:

1. No Event of Default has occurred and is continuing or would result from the Borrower making the Discounted Voluntary Prepayment (after giving effect to any related waivers or amendments obtained in connection with such Discounted Voluntary Prepayment).
2. Each of the conditions to the Discounted Voluntary Prepayment contained in Section 2.11(g) of the Credit Agreement has been satisfied.
3. As of the date hereof, the Borrower is not in possession of material non-public information (within the meaning of United States federal and state securities laws) with respect to the Borrower, its Subsidiaries or their respective securities (or, if none of the Borrower, CEC or

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<sup>1</sup> Insert applicable Class(es) of Loans.



any Parent Entity is a public reporting company on the date hereof, material information that is not publicly available and that is of a type that would not reasonably be expected to be publicly available if the Borrower, CEC or a Parent Entity was a public reporting company on the date hereof) that (A) has not been disclosed to the Lenders generally (other than any Lender that does not wish to receive material non-public information with respect to the Borrower or its Subsidiaries) and (B) could reasonably be expected to have a material effect upon, or otherwise be material to, a Lender's decision to accept the Discounted Voluntary Prepayment.

The Borrower agrees that if prior to the date of the Discounted Voluntary Prepayment, any representation or warranty made herein by it will not be true and correct as of the date of the Discounted Voluntary Prepayment as if then made, it will promptly notify the Administrative Agent in writing of such fact, who will promptly notify each participating Lender. After such notification, any participating Lender may revoke its Lender Participation Notice within two Business Days of receiving such notification.

The Borrower acknowledges that the Administrative Agent and the Lenders are relying on the truth and accuracy of the foregoing in connection with extending Offered Loans (as defined in the applicable Lender Participation Notice) and the acceptance of any Discounted Voluntary Prepayment made as a result of this Discounted Voluntary Prepayment Notice.

The Borrower respectfully requests that Administrative Agent promptly notify each of the Lenders party to the Credit Agreement of this Discounted Voluntary Prepayment Notice.

*[Remainder of page intentionally left blank]*

Exhibit H - 2

IN WITNESS WHEREOF, the undersigned has executed this Discounted Voluntary Prepayment Notice as of the date first above written.

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF]  
SOLVENCY CERTIFICATE

October 6, 2017

This Solvency Certificate is delivered pursuant to Section 4.02(e) of the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned hereby certifies, solely in his capacity as an officer, as follows:

1. I am the [FINANCIAL OFFICER]<sup>22</sup> of CEOC, LLC. I am familiar with the Transactions, have reviewed the Credit Agreement and the financial statements delivered on or prior to the Closing Date pursuant to Section 4.02(i) of the Credit Agreement and have reviewed such other documents and made such investigation as I have deemed appropriate for the purposes of this Solvency Certificate.

2. As of the date hereof, immediately after giving effect to the Transactions, (i) the fair value of the assets of the Borrower and the Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Borrower and the Subsidiaries on a consolidated basis; (ii) the present fair saleable value of the property of the Borrower and the Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and the Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Borrower and the Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Borrower and the Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

3. As of the date hereof, immediately after giving effect to the consummation of the Transactions, the Borrower does not intend to, and the Borrower does not believe that it or any of its subsidiaries will, incur debts beyond its ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by it or any such subsidiary and the timing and amounts of cash to be payable on or in respect of its Indebtedness or the Indebtedness of any such subsidiary.

This Solvency Certificate is being delivered by the undersigned officer only in his capacity as [FINANCIAL OFFICER] of CEOC, LLC and not individually and the undersigned shall have no personal liability to the Administrative Agent or the Lenders with respect thereto.

*[Remainder of page intentionally left blank]*

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<sup>22</sup> To be executed by the Chief Financial Officer, principal accounting officer, Treasurer, Assistant Treasurer or Controller of CEOC, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate on the date first above written.

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title: [FINANCIAL OFFICER]

[FORM OF]  
GLOBAL INTERCOMPANY NOTE

October 6, 2017

FOR VALUE RECEIVED, each of the undersigned, to the extent a borrower from time to time from any other entity listed on the signature pages hereto (each, in such capacity, an “**Issuer**”), hereby promises to pay on demand to the order of such other entity listed below (each, in such capacity as lender to the applicable Issuer, a “**Holder**” and, together with each Issuer, a “**Note Party**”), in immediately available funds in the currencies as shall be agreed from time to time, at such location as the applicable Holder shall from time to time designate, the unpaid principal amount of all loans and advances or other credit extensions made by such Holder to such Issuer. Each Issuer promises also to pay interest on the unpaid principal amount of all such loans and advances or other credit extensions in like money at said location from the date of such loans and advances until paid at such rate per annum as shall be agreed upon from time to time by such Issuer and such Holder.

With respect to any Issuer and any Holder between whom loans, advances or other credit extensions exist as of the date of this Note (such loans, advances or other credit extensions, “**Existing Obligations**”), (a) if any Existing Obligation is evidenced by a promissory note or other instrument or agreement in existence as of the date hereof (an “**Existing Note**”), it is agreed between such Issuer and such Holder that the obligations under such Existing Note are hereafter to be evidenced by this Note and (b) it is agreed between such Issuer and such Holder that the agreements in existence as of the date hereof with respect to any Existing Obligation (including agreements contained in any Existing Note) as to principal, amortization, currency, payment location and interest rate (if any) will continue to have effect under this Note until modified by agreement between such Issuer and such Holder.

Reference is made to the Credit Agreement dated as of October 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the collateral agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Anything in this note (the “**Note**”) to the contrary notwithstanding, the indebtedness evidenced by this Note (other than any intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Borrower and its Subsidiaries) owed by any Issuer that is the Borrower or a Subsidiary Loan Party to any Holder that is not a Loan Party shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to (i) all Obligations of the Borrower or such Issuer under the Credit Agreement and (ii) all other Indebtedness of such Issuer or any guaranty thereof (including, without limitation, any Other First Lien Obligations (as defined in the Collateral Agreement), other than Indebtedness that by its terms expressly provides that it shall not be Senior Indebtedness hereunder (such Obligations and such Indebtedness and other indebtedness and obligations in connection with any renewal, refunding, restructuring or refinancing thereof, including interest thereon accruing after the commencement of any proceedings referred to in clause (i) below, whether or not such interest is an allowed claim in such proceeding, being hereinafter collectively referred to as “**Senior Indebtedness**”):

(i) in the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization or other similar proceedings in connection therewith, relative to any Issuer or

to its creditors, as such, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution or other winding up of such Issuer, whether or not involving insolvency or bankruptcy, then, if an Event of Default has occurred and is continuing after written notice from the Administrative Agent to each Holder, except as otherwise agreed in writing by the Administrative Agent, (x) the holders of Senior Indebtedness shall be paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than in respect of contingent indemnification and expense reimbursement claims not then due) before any Holder is entitled to receive (whether directly or indirectly), or make any demands for, any payment on account of this Note and (y) until the holders of Senior Indebtedness are paid in full in cash in respect of all amounts constituting Senior Indebtedness (other than in respect of contingent indemnification and expense reimbursement claims not then due) or such Event of Default is cured or waived, any payment or distribution to which such Holder would otherwise be entitled (other than debt securities of such Issuer that are subordinated, to at least the same extent as this Note, to the payment of all Senior Indebtedness then outstanding (such securities being hereinafter referred to as “**Restructured Debt Securities**”)) shall be made to the holders of Senior Indebtedness;

(ii) if any Event of Default has occurred and is continuing with respect to any Senior Indebtedness (including any Event of Default under the Credit Agreement) after written notice from the Administrative Agent to each Holder, except as otherwise agreed in writing by the Administrative Agent, then no payment or distribution of any kind or character shall be made by or on behalf of the Issuer or any other Person on its behalf with respect to this Note; and

(iii) if any payment or distribution of any character, whether in cash, securities or other property (other than Restructured Debt Securities), in respect of this Note shall (despite these subordination provisions) be received by any Holder in violation of clause (i) or (ii) before all Senior Indebtedness (other than in respect of contingent indemnification and expense reimbursement claims not then due) shall have been paid in full in cash, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness (or their representatives) to the extent necessary to pay all Senior Indebtedness in full in cash.

To the fullest extent permitted by law, no present or future holder of Senior Indebtedness shall be prejudiced in its right to enforce the subordination of this Note by any act or failure to act on the part of any Issuer or by any act or failure to act on the part of such holder or any trustee or agent for such holder. Each Holder and each Issuer hereby agree that the subordination of this Note is for the benefit of the Administrative Agent and the other Secured Parties and the Administrative Agent and the other Secured Parties are obligees under this Note to the same extent as if their names were written herein as such and the Administrative Agent may, on behalf of itself and the other Secured Parties, proceed to enforce the subordination provisions herein.

The indebtedness evidenced by this Note owed by any Issuer that is not the Borrower or a Subsidiary Loan Party shall not be subordinated to, and may rank *pari passu* in right of payment with, any other obligation of such Issuer.

Notwithstanding the foregoing, nothing contained in the subordination provisions set forth above is intended to or will impair, as between each Issuer and each Holder, the obligations of such Issuer, which are absolute and unconditional, to pay to such Holder the principal of and interest on this Note as and when due and payable in accordance with its terms, or is intended to or will affect the relative rights of such Holder and other creditors of such Issuer other than the holders of Senior Indebtedness.

Each Holder is hereby authorized to record all loans and advances or other credit extensions made by it to any Issuer (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting *prima facie* evidence of the accuracy of the information contained therein. For the avoidance of doubt, this Note as between each Issuer and each Holder contains additional terms to any intercompany loan agreement between them and this Note does not in any way replace such intercompany loans between them nor does this Note in any way change the principal amount of any intercompany loans between them.

Upon execution and delivery after the date hereof by the Borrower or any subsidiary of the Borrower of a counterpart signature page hereto, such subsidiary shall become a Note Party hereunder with the same force and effect as if originally named as a Note Party hereunder. The rights and obligations of each Note Party hereunder shall remain in full force and effect notwithstanding the addition of any new Note Party as a party to this Note.

Each Issuer hereby waives presentment, demand, protest or notice of any kind in connection with this Note. All payments under this Note shall be made without offset, counterclaim or deduction of any kind.

**THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

*[Remainder of page intentionally left blank]*

Exhibit J - 3

IN WITNESS WHEREOF, the undersigned have executed this Global Intercompany Note as of the date first above written.

[NAME OF ENTITY]

By: \_\_\_\_\_  
Name:  
Title:



ALLONGE

For value received, each of the undersigned entities hereby sells, assigns and transfers unto \_\_\_\_\_ all of its right, title and interest in that certain Global Intercompany Note dated October 6, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Note”) and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Note with full power of substitution in the premises.

Dated: \_\_\_\_\_

[Signature Pages Follow]

Exhibit J - 5

[LOAN PARTIES]

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF]  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_ by and between [TENANT] ("Tenant"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement dated as of October 6, 2017 (the "Credit Agreement") among Caesars Entertainment Operating Company, Inc., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, the lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent for the lenders and collateral agent for the Secured Parties (as defined in the Credit Agreement).

RECITALS:

A. Tenant is the tenant under that certain lease dated \_\_\_\_\_ between [APPLICABLE LOAN PARTY] ("Landlord"), as landlord, and Tenant, as tenant (as amended through the date hereof, the "Lease"), for the leased premises as described in *Schedule A* attached hereto (the "Leased Premises"), which Leased Premises is located on the property known as [ ], located at [ ], as more particularly described in *Schedule B* attached hereto (the "Property").

B. Landlord has granted a mortgage lien on and security interest in the Property to Collateral Agent (for its benefit and for the benefit of the Secured Parties) pursuant to one or more mortgages, deeds of trust, deeds to secure debt or similar security instruments (collectively, the "Security Instruments").

C. Tenant has agreed to subordinate the Lease to the Security Instruments and to the lien thereof and Collateral Agent has agreed not to disturb Tenant's possessory rights in the Leased Premises under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder are and shall at all times be subject and subordinate in all respects to the Security Instruments and the lien thereof, and to all rights of Collateral Agent thereunder, and to any and all advances to be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. **Nondisturbance.** So long as Tenant or any subtenants of Tenant permitted under the terms of the Lease is in actual possession of the Leased Premises and complies with the provisions of this Agreement, pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Collateral Agent agrees for itself and its successors in interest and for any other person acquiring title to the Property through a Termination Event (each an "Acquiring Party"), that Tenant's possession, including possession by any permitted subtenants of Tenant, of the Leased Premises as described in the Lease will not be disturbed during the term of the Lease by reason of a Termination Event. Collateral Agent shall give Tenant prompt written notice of the occurrence of any Termination Event.

“**Termination Event**” means:

- (i) Any termination, surrender, abandonment or acceptance of surrender of the Lease for any reason, including by foreclosure, trustee’s sale or by the termination or rejection of the Lease by any trustee in bankruptcy under the provisions of United States Bankruptcy Code; or
- (ii) The sale, assignment or transfer of Landlord’s interest under the Lease pursuant to the exercise of any remedy of Collateral Agent under the Security Instruments, by foreclosure, trustee’s sale, deed or assignment in lieu of foreclosure, or otherwise; or
- (iii) Any other transfer of Landlord’s interest in the Property under peril of foreclosure.

3. **Attornment.** Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease, pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness.

4. **No Liability.** Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Collateral Agent, any receiver nor any Acquiring Party shall be:

- (a) liable for any act, omission, negligence or default of any prior landlord (including Landlord); or
- (b) liable for any failure of any prior landlord (including Landlord) to construct any improvements or bound by any covenant to construct any improvement at the commencement of the term of the Lease; or
- (c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord (including Landlord); or
- (d) bound by any (i) rent or additional rent which is payable on a monthly basis and which Tenant has or might have paid for more than one (1) month in advance to any prior landlord (including Landlord) or (ii) security deposit or other prepaid charge which Tenant has or might have paid in advance to any prior landlord (including Landlord), except, in each case, to the extent delivered to the Collateral Agent, receiver or the Acquiring Party, as the case may be; or
- (e) liable to Tenant hereunder or under the terms of the Lease beyond the Collateral Agent’s, receiver’s or the Acquiring Party’s interest in the Leased Premises or the Property; or
- (f) bound by any assignment, subletting, renewal, extension or any other agreement or modification of the Lease made without the written consent of Collateral Agent except to the extent such things (i) are expressly permitted under the terms of the Lease or (ii) do not materially adversely affect Collateral Agent’s or Landlord’s rights and obligations under the Lease; or
- (g) bound by any consensual or negotiated surrender, cancellation or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant unless effected unilaterally by Tenant pursuant to the express terms of the Lease or made with the prior written consent of Collateral Agent; or

(h) liable to any broker or other third party for future commission or other fees and expenses.

Notwithstanding the foregoing, Tenant reserves its right to any and all claims or causes of action against such prior landlord for prior losses or damages.

5. ***Certain Acknowledgments by Tenant.*** This Agreement satisfies any and all conditions or requirements in the Lease relating to the granting of a non-disturbance agreement.

6. ***Collateral Agent To Receive Default Notices.*** Without limiting the general nature of Section 4 above, Tenant shall notify Collateral Agent of any default by Landlord under the Lease that would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Collateral Agent shall have received notice of default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default or, if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7. ***Estoppel.*** Tenant hereby certifies and represents to Collateral Agent that as of the date of this Agreement:

(a) the Lease is in full force and effect;

(b) except as noted on Schedule C, all requirements for the commencement and validity of the Lease have been satisfied and there are no unfulfilled conditions to Tenant's obligations under the Lease;

(c) to the best of Tenant's knowledge, Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease; to the best of Tenant's knowledge, Landlord is not in default under the Lease; to the best of Tenant's knowledge, no act, event or condition has occurred which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the Lease; and to the best of Tenant's knowledge, no claim by Tenant of any nature exists against Landlord under the Lease and all obligations of Landlord to date have been fully performed;

(d) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease;

(e) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one (1) month in advance;

(f) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Leased Premises;

(g) the Lease has not been modified or amended and constitutes the entire agreement between Landlord and Tenant relating to the Leased Premises;

(h) Tenant has not assigned, mortgaged, sublet, conveyed or otherwise transferred any or all of its interest under the Lease; and

(i) Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary action.

8. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) three (3) Business Days (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) five (5) Business Days after having been deposited in any post office or mail depository regularly maintained by the United States Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth on its signature page hereto or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 8, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York or Las Vegas, Nevada. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

9. **Successors.** The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties; *provided, however*, that in the event of the assignment or transfer of the interest of Collateral Agent, all obligations and liabilities of Collateral Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Collateral Agent's interest is assigned or transferred. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different from the Landlord, named in the Recitals.

10. **Duplicate Original; Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

11. **Limitation of Collateral Agent's Liability.**

(a) Collateral Agent, in its capacity as such, shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(b) In the event that Collateral Agent shall acquire title to the Leased Premises or the Property, Collateral Agent shall have no obligation, nor incur any liability, beyond Collateral Agent's then interest, if any, in the Leased Premises or the Property, and Tenant shall look exclusively to such interest of Collateral Agent, if any, in the Leased Premises or the Property for the payment and discharge of any obligations imposed upon Collateral Agent hereunder or under the Lease, and Collateral Agent is hereby released and relieved of any other obligations hereunder and under the Lease.

12. **Modification in Writing.** This Agreement may not be modified except by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. **Lien of Security Instruments.** Nothing contained in this Agreement shall in any way impair or affect the lien created by the Security Instruments or the provisions thereof.

14. **Compliance with Lease.** Tenant agrees that in the event there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Lease, the terms and provisions hereof shall be controlling.

15. **Governing Law; Severability.** This Agreement and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to any principle of conflicts of law that could require application of any other law. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

16. **Further Actions.** Tenant agrees to execute and deliver, at any time and from time to time upon the reasonable request of Collateral Agent or any Acquiring Party, such documents and instruments as may be reasonably necessary or appropriate to fully implement or to further evidence the understandings and agreements contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Collateral Agent has duly executed this Agreement as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Credit Suisse AG, Cayman Islands Branch.

(seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)



IN WITNESS WHEREOF, Tenant has duly executed this Agreement as of the date first above written.

[    ], a [    ]  
as Tenant

By: \_\_\_\_\_  
Name:  
Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_.

(seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

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**SCHEDULE A**  
**Leased Premises**  
Exhibit K - 8

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**SCHEDULE B**

**Legal Description of Property**

Exhibit K - 9

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**SCHEDULE C**

**Requirements for Commencement of Lease**

Exhibit K - 10

**[FORM OF]  
COLLATERAL AGREEMENT**

dated as of

October 6, 2017,

among

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

and

CEOC, LLC,

as Borrower,

each Subsidiary Loan Party party hereto

and

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

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Exhibit B	Form of Other First Lien Secured Party Consent
Exhibit C	Form of Intellectual Property Security Agreement

**COLLATERAL AGREEMENT** dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), among CAESARS ENTERTAINMENT OPERATING COMPANY, INC., a Delaware corporation, CEOC, LLC, a Delaware limited liability company, each Subsidiary of the Borrower (as defined below) from time to time party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined below).

Pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”), among the Borrower, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent (together with its successors and permitted assigns in such capacity, the “Administrative Agent”), and the other parties party thereto, the Lenders and the L/C Issuers have agreed to extend credit to the Borrower.

The Loan Parties may from time to time (a) incur Other First Lien Obligations under Other First Lien Agreements and/or (b) enter into Secured Cash Management Agreements and/or Secured Swap Agreements pursuant to which a Cash Management Bank or a Hedge Bank, as applicable, party thereto will provide financial accommodations to the Loan Parties.

The obligations of the Lenders, the L/C Issuers, any Cash Management Bank, any Hedge Bank and any Other First Lien Secured Parties to extend such credit and financial accommodations are conditioned upon, among other things, the execution and delivery of this Agreement.

The Subsidiary Loan Parties will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and any Other First Lien Obligations and the Loan Parties will derive substantial benefits from the provision of financial accommodations pursuant to the Secured Cash Management Agreements and Secured Swap Agreements. The Loan Parties are willing to execute and deliver this Agreement in order to induce the Lenders and the L/C Issuers to extend such credit under the Credit Agreement, to induce any Cash Management Bank and any Hedge Bank to provide such financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable. Accordingly, the parties hereto agree as follows:

## ARTICLE I.

### Definitions

#### SECTION 1.01 Credit Agreement.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement or the Credit Agreement have the meanings specified therein (and if defined in more than one article of the New York UCC shall have the meaning given in Article 9 thereof). The term “instrument” shall have the meaning specified in Article 9 of the New York UCC.



(b) The rules of construction specified in Section 1.02 of the Credit Agreement (or any Equivalent Provision thereof) also apply to this Agreement.

SECTION 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Account Debtor” means any person who is or who may become obligated to any Pledgor under, with respect to or on account of an Account.

“Administrative Agent” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Applicable First Lien Representative” means the “Applicable Authorized Representative” (or Equivalent Provision) as defined in the First Lien Intercreditor Agreement.

“Article 9 Collateral” has the meaning assigned to such term in Section 4.01. For the avoidance of doubt, the term Article 9 Collateral does not include any Excluded Property or Excluded Securities.

“Authorized Representative” means (a) with respect to the Credit Agreement Secured Obligations, the Administrative Agent and (b) with respect to any Series of Other First Lien Obligations, the duly authorized representative of the Other First Lien Secured Parties of such Series designated as “Authorized Representative” for such Other First Lien Secured Parties in the Other First Lien Agreement for such Series (or, in the absence of such designation, the administrative agent or trustee appointed for such Series under such Other First Lien Agreement).

“Borrower” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

“Collateral” means Article 9 Collateral and Pledged Collateral. For the avoidance of doubt, the term Collateral does not include any Excluded Property or Excluded Securities.

“Collateral Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any Pledgor under any copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and all registrations and applications for registration of any such Copyright in the United States or

any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office now or hereafter owned by any third party and all rights of any Pledgor under any such agreement (including any such rights that such Pledgor has the right to license).

“Copyrights” means all of the following now owned or hereafter acquired by any Pledgor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule IV.

“CPLV Intercreditor Agreement” has the meaning assigned to such term in the definition of “Master Lease Intercreditor Agreements”.

“CPLV Master Lease” has the meaning assigned to such term in the definition of “Master Leases” in the Credit Agreement.

“Credit Agreement” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Credit Agreement Secured Obligations” means the “Obligations” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“Credit Agreement Secured Parties” means the “Secured Parties” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“Delaware UCC” means the Uniform Commercial Code as from time to time in effect in the State of Delaware.

“Equity Interests” of any person means any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any shares of common or preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing.

“Equivalent Provision” means, with respect to any reference to a specific provision of an agreement in effect on the date hereof (the “original agreement”), if such agreement is amended, restated, amended and restated, supplemented, modified or replaced after the date hereof in a manner permitted by this Agreement and the other Loan Documents, the provision in such amended, restated, amended and restated, supplemented, modified or replacement agreement that is the equivalent to such specific provision in such original agreement.

“Event of Default” means an “Event of Default” under and as defined in the Credit Agreement or any Other First Lien Agreement (or any Equivalent Provision thereof).

“Excluded Property” has the meaning set forth in the Credit Agreement (or any Equivalent Provision thereof); *provided* that (i) with respect to any Series of Other First Lien Obligations or any agreement that refinances the initial Credit Agreement, the term “Excluded Property” also includes any Specified Excluded Collateral with respect to such Series of Other First Lien Obligations or replacement Credit Agreement and (ii) the term “Excluded Property” also includes all Intellectual Property that does not constitute Property Specific IP.

“Excluded Securities” has the meaning set forth in the Credit Agreement (or any Equivalent Provision thereof); *provided* that with respect to any Series of Other First Lien Obligations or any agreement that refinances the initial Credit Agreement, the term “Excluded Securities” also includes any Equity Interests constituting Specified Excluded Collateral with respect to such Series of Other First Lien Obligations or replacement Credit Agreement.

“Federal Securities Laws” has the meaning assigned to such term in Section 5.04.

“First Lien Intercreditor Agreement” means a “Permitted Pari Passu Intercreditor Agreement” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“Gaming Authority” means, in any jurisdiction in which the Borrower or any of its subsidiaries manages or conducts any casino, racing, gambling, wagering or other gaming business or activities, the applicable board, commission, or other governmental regulatory body or agency which (a) has, or may at any time after the Closing Date have, jurisdiction over any casino, racing, gambling, wagering or other gaming business or activities at any casino, racetrack or other gambling, wagering or other gaming property of the Borrower or any of its subsidiaries or any successor to such authority or (b) is, or may at any time after the Closing Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

“Gaming Laws” means all applicable constitutions, treaties, laws, rates, regulations and orders and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permit authority over any casino, racing, gambling, wagering or other gaming business or activities and all rules, rulings, orders, ordinances, regulations of any Gaming Authority applicable to any casino, racing, gambling, wagering or other gaming business or activities of the Borrower or any of its subsidiaries in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the Gaming Authorities.

“General Intangibles” means all “General Intangibles” as defined in the New York UCC, including all choses in action and causes of action and all other intangible personal property of any Pledgor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Pledgor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Pledgor to secure payment by an Account Debtor of any of the Accounts.

“Governmental Authority” means any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“IP Security Agreement” means those certain intellectual property security agreements executed in connection with this Agreement, as the same may be from time to time modified, amended, restated and or supplemented, substantially in the form attached to this Collateral Agreement as Exhibit C.

“Intellectual Property” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Pledgor, including inventions, designs, Patents, Copyrights, Trademarks, Patent Licenses, Copyright Licenses, Trademark Licenses, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information and all related documentation.

“Intercreditor Agreements” means a First Lien Intercreditor Agreement (upon and during the effectiveness thereof), a “Permitted Junior Intercreditor Agreement” as defined in the Credit Agreement (or any Equivalent Provision thereof) (upon and during the effectiveness thereof), and any other intercreditor agreement (upon and during the effectiveness thereof) entered into in compliance with the Loan Documents (other than the Master Lease Intercreditor Agreements).

“Kentucky Gaming Authorities” has the meaning assigned to such term in Section 7.19(b).

“Kentucky Gaming Laws” has the meaning assigned to such term in Section 7.19(b).

“Kentucky Licensee” has the meaning assigned to such term in Section 7.19(b).

“Liquor Authorities” means, in any jurisdiction in which the Borrower or any of its Subsidiaries sells and distributes liquor, the applicable alcoholic beverage commission or other Governmental Authority responsible for interpreting, administering and enforcing the Liquor Laws.

“Liquor Laws” means the laws, rules, regulations and orders applicable to or involving the sale and distribution of liquor by the Borrower or any of its Subsidiaries in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the applicable Liquor Authorities.

“Loan Documents” means (a) the Credit Agreement, (b) all Other First Lien Agreements, (c) the Security Documents and (d) for purposes of Section 5.02 and Section 7.06 only, each First Lien Intercreditor Agreement.

“Master Lease Intercreditor Agreements” means (a) the Intercreditor Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “CPLV Intercreditor Agreement”), by and among the Borrower, each Subsidiary of the Borrower party thereto, the Collateral Agent, CPLV Landlord, the lenders to the CPLV Landlord and each other party thereto from time to time, (b) the Intercreditor Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Non-CPLV Intercreditor Agreement”), by and among the Borrower, each Subsidiary of the Borrower party thereto, the Collateral Agent, Non-CPLV Landlord, the lenders to the Non-CPLV Landlord and each other party thereto from time to time and (c) each additional master lease intercreditor agreement

entered into from time to time after the Closing Date, by and among the Borrower, each Subsidiary of the Borrower party thereto, the landlord party thereto and each other person from time to time party thereto in connection with any other Master Lease, Additional Master Lease or Additional Lease (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time, an “Additional Master Lease Intercreditor Agreement”).

“Master Leases” means “Master Leases” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“Mississippi Gaming Authorities” has the meaning assigned to such term in Section 7.19(b).

“Mississippi Gaming Laws” has the meaning assigned to such term in Section 7.19(b).

“Mississippi Licensee” has the meaning assigned to such term in Section 7.19(b).

“Mortgaged Properties” means the Real Properties owned or leased by the Borrower or any other Pledgor encumbered by one or more Mortgages to secure the Secured Obligations.

“Mortgages” means, collectively, the mortgages, trust deeds, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered with respect to Mortgaged Properties, as amended, restated, supplemented or otherwise modified from time to time.

“Nevada Gaming Authorities” has the meaning assigned to such term in Section 7.19(a).

“Nevada Gaming Laws” has the meaning assigned to such term in Section 7.19(a).

“Nevada Licensee” has the meaning assigned to such term in Section 7.19(a).

“New York Courts” has the meaning assigned to such term in Section 7.14(a).

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Non-CPLV Intercreditor Agreement” has the meaning assigned to such term in the definition of “Master Lease Intercreditor Agreements”.

“Non-CPLV Master Lease” has the meaning assigned to such term in the definition of “Master Leases” in the Credit Agreement.

“Omnibus Agreement” means that certain Second Amended and Restated Omnibus License and Enterprise Services Agreement, dated as of the Closing Date, by and among Caesars Enterprise Services, LLC, Caesars Entertainment Operating Company, Inc., Caesars Entertainment Resort Properties LLC, Caesars Growth Properties Holding, LLC, Caesars License Company, LLC, and Caesars World LLC, as the same may be from time to time modified, amended, restated and or supplemented.

“Other First Lien Agreement” means any indenture, credit agreement (excluding the Credit Agreement) or other agreement, document or instrument, pursuant to which any Pledgor has or will incur Other First Lien Obligations; provided that, in each case, the Indebtedness thereunder has been designated as Other First Lien Obligations pursuant to and in accordance with Section 7.23.

“Other First Lien Obligations” means (a) the due and punctual payment by any Pledgor of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on Indebtedness under any Other First Lien Agreement, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of such Pledgor to any Secured Party under any Other First Lien Agreement, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of any Pledgor under or pursuant to any Other First Lien Agreement and (c) the due and punctual payment and performance of all the obligations of each other Pledgor under or pursuant to any Other First Lien Agreement, in each case, the Indebtedness under which has been designated as Other First Lien Obligations pursuant to and in accordance with Section 7.23.

“Other First Lien Secured Parties” means, collectively, the holders of Other First Lien Obligations and any Authorized Representative with respect thereto.

“Other First Lien Secured Party Consent” means a consent substantially in the form of Exhibit B to this Agreement executed by the Authorized Representative of any holders of Other First Lien Obligations pursuant to Section 7.23.

“Patent License” means any written agreement, now or hereafter in effect, granting to any Pledgor any right to make, use or sell any invention covered by letters patent of the United States or the equivalent thereof in any other country, and all applications for letters patent of the United States or the equivalent thereof in any other country, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, now or hereafter owned by any third party (including any such rights that such Pledgor has the right to license).

“Patents” means all of the following now owned or hereafter acquired by any Pledgor: (a) all letters patent of the United States or the equivalent thereof in any other country, and all applications for letters patent of the United States or the equivalent thereof in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” means the Perfection Certificate with respect to the Borrower and each Subsidiary Loan Party delivered to the Collateral Agent as of the Closing Date.

“Permitted Liens” means Liens that are (a) not prohibited by Section 6.02 of the Credit Agreement (or any Equivalent Provision thereof) and (b) not prohibited by any Other First Lien Agreement.

“Pledged Collateral” has the meaning assigned to such term in Section 3.01. For the avoidance of doubt, the term Pledged Collateral does not include any Excluded Property or Excluded Securities.

“Pledged Debt Securities” has the meaning assigned to such term in Section 3.01.

“Pledged Securities” means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“Pledged Stock” has the meaning assigned to such term in Section 3.01.

“Pledgor” means (i) with respect to the Credit Agreement Secured Obligations, the Borrower and each Subsidiary Loan Party, excluding any of the foregoing if such person or persons are not intended to provide collateral with respect to the Credit Agreement Secured Obligations pursuant to the terms of any agreement that refinances the initial Credit Agreement and (ii) with respect to any Series of Other First Lien Obligations, the Borrower and each Subsidiary Loan Party, excluding any of the foregoing if such person or persons are not intended to provide collateral with respect to such Series pursuant to the terms of the Other First Lien Agreement governing such Series.

“Prior Collateral Agent” has the meaning assigned to such term in Section 7.18.

“Property Specific IP” means Intellectual Property owned by or licensed to a Pledgor that is specifically and exclusively used at a Real Property of a Pledgor.

“Real Property” means, collectively, all right, title and interest (including, without limitation, any leasehold estate) in and to any and all parcels of or interests in real property owned in fee or leased by any Pledgor, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements situated, placed or constructed upon, or fixed to or incorporated into, or which becomes a component part of such real property, and appurtenant fixtures incidental to the ownership or lease thereof.

“Regulation S-X Excluded Collateral” has the meaning assigned to such term in Section 3.01.

“Rule 3-10” has the meaning assigned to such term in Section 3.01.

“Rule 3-16” has the meaning assigned to such term in Section 3.01.

“SEC” has the meaning assigned to such term in Section 3.01.

“Secured Obligations” means, collectively, the Credit Agreement Secured Obligations and any Other First Lien Obligations, or any of the foregoing; provided that the Secured Obligations of any Pledgor (other than the Borrower) shall exclude any Excluded Swap Obligations with respect to such Pledgor.

“Secured Parties” means the persons holding any Secured Obligations and in any event including (i) all Credit Agreement Secured Parties and (ii) all Other First Lien Secured Parties.

“Security Documents” has the meaning assigned to such term in the Credit Agreement (or any Equivalent Provision thereof) and any analogous term in any Other First Lien Agreement (but, with respect to the Secured Obligations of any Series, the term Security Documents shall not include any document which by its terms is solely for the benefit of the holders of one or more other Series of Secured Obligations and not such Series of Secured Obligations).

“Security Interest” has the meaning assigned to such term in Section 4.01.

“Series” means (a) with respect to any Secured Parties, each of (i) the Credit Agreement Secured Parties (in their capacities as such) and (ii) each group of Other First Lien Secured Parties that become subject to this Agreement and a First Lien Intercreditor Agreement after the date hereof, which are to be represented hereunder and thereunder by a common Authorized Representative (in its capacity as such for such Other First Lien Secured Parties), each of which shall constitute a separate Series of Secured Parties for purposes of this Agreement and (b) with respect to any Secured Obligations, each of (i) the Credit Agreement Secured Obligations and (ii) each group of Other First Lien Obligations incurred pursuant to any Other First Lien Agreement, which are to be represented hereunder and under a First Lien Intercreditor Agreement by a common Authorized Representative (in its capacity as such for such Other First Lien Obligations), each of which shall constitute a separate Series of Secured Obligations for purposes of this Agreement.

“Specified Excluded Collateral” means, solely with respect to any Series of Other First Lien Obligations or any agreement that refinances the initial Credit Agreement, any asset that is not intended to be collateral with respect to such Series or replacement Credit Agreement pursuant to the terms of the Other First Lien Agreement governing such Series or replacement Credit Agreement, as applicable (including the Regulation S-X Excluded Collateral to the extent applicable to such Series in accordance with the last paragraph of Section 3.01).

“Subsidiary Loan Party” means any Subsidiary set forth on Schedule I and any Subsidiary that becomes a party hereto pursuant to Section 7.16 (other than, with respect to any Series of Other First Lien Obligations or any agreement that refinances the initial Credit Agreement, any Subsidiary excluded pursuant to the definition of Pledgor with respect to such Series of Other First Lien Obligations or replacement Credit Agreement).

“Successor Collateral Agent” has the meaning assigned to such term in Section 7.18.

“Termination Date” means the “Termination Date” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“Trademark License” means any written agreement, now or hereafter in effect, granting to any Pledgor any right to use any trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or



business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof and all goodwill associated therewith or symbolized thereby now or hereafter owned by any third party (including any such rights that such Pledgor has the right to license).

“Trademarks” means all of the following now owned or hereafter acquired by any Pledgor: (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Schedule IV and (b) all goodwill associated therewith or symbolized thereby.

## ARTICLE II.

[Intentionally Omitted]

## ARTICLE III.

### Pledge of Securities

SECTION 3.01 Pledge. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under:

(a) Subject to Section 7.19, the Equity Interests directly owned by it (which such Equity Interests constituting Pledged Stock on the date hereof shall be listed on Schedule III) and any other Equity Interests obtained in the future by such Pledgor and any certificates representing all such Equity Interests (the “Pledged Stock”); provided that the Pledged Stock shall not include any Excluded Securities or Excluded Property;

(b) (i) the debt securities currently issued to any Pledgor (which such debt securities constituting Pledged Debt Securities on the Closing Date shall be listed on Schedule III), (ii) any debt securities in the future issued to such Pledgor and (iii) the promissory notes and any other instruments, if any, evidencing such debt securities (the property described in clauses (b)(i), (ii) and (iii) above, the “Pledged Debt Securities”); provided that the Pledged Debt Securities shall not include any Excluded Securities or Excluded Property;

(c) subject to Section 3.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the Pledged Stock and Pledged Debt Securities;

(d) subject to Section 3.06, all rights and privileges of such Pledgor with respect to the Pledged Stock, Pledged Debt Securities and other property referred to in clauses (a), (b) and (c) above; and

(e) all Proceeds of any of the foregoing (the Pledged Debt Securities, Pledged Stock and other property referred to in clauses (a) through (d) above being collectively referred to as the “Pledged Collateral”); provided that the Pledged Collateral shall not include any Excluded Securities or Excluded Property.

In addition, in the event that Rule 3-10 (“Rule 3-10”) or Rule 3-16 (“Rule 3-16”) of Regulation S-X under the Securities Act, as amended, modified or interpreted by the Securities Exchange Commission (“SEC”), would require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other Governmental Authority) of separate financial statements of the Borrower or any Subsidiary of the Borrower due to the fact that such person’s Equity Interests secure any Series of Other First Lien Obligations or any refinancing of the Credit Agreement affected thereby then the Equity Interests of such person (the “Regulation S-X Excluded Collateral”) will automatically be deemed not to be part of the Collateral securing such Series of Other First Lien Obligations or such refinanced Credit Agreement affected thereby, but only to the extent necessary to not be subject to such requirement and only for so long as required to not be subject to such requirement. In such event, this Agreement may be amended or modified, without the consent of any Secured Party, to the extent necessary to release the Lien on the Regulation S-X Excluded Collateral in favor of the Collateral Agent with respect only to the relevant Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable. In the event that Rule 3-10 or Rule 3-16 is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) any Regulation S-X Excluded Collateral to secure the relevant Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable, in excess of the amount then pledged without the filing with the SEC (or any other Governmental Authority) of separate financial statements of such person, then the Equity Interests of such person will automatically be deemed to be a part of the Collateral for the relevant Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable (to the extent not otherwise constituting Excluded Securities or Excluded Collateral). For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, nothing in this paragraph shall limit the pledge of such Equity Interests and other securities from securing the Secured Obligations (other than the relevant Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable) at all relevant times or from securing any Series of Other First Lien Obligations or any refinanced Credit Agreement that are not in respect of securities subject to regulation by the SEC. To the extent any Proceeds of any collection or sale of Equity Interests deemed by this paragraph to no longer constitute part of the Collateral for the relevant Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable, are to be applied by the Collateral Agent in accordance with Section 5.02 hereof, such Proceeds shall, notwithstanding the terms of Section 5.02 and any First Lien Intercreditor Agreement (upon and during the effectiveness thereof), not be applied to the payment of such Series of Other First Lien Obligations or such refinanced Credit Agreement, as applicable.

SECTION 3.02 Delivery of the Pledged Collateral.

(a) Subject to the provisions of Section 7.19, each Pledgor agrees promptly (and in any event within 45 days after the acquisition (or such longer time as the Collateral Agent shall permit in its reasonable discretion)) to deliver or cause to be delivered to the Collateral Agent, for the benefit of the Secured Parties, any and all Pledged Securities to the extent such Pledged Securities are either (i) Equity Interests in Subsidiaries or (ii) in the case of promissory notes or other instruments evidencing Indebtedness, are required to be delivered pursuant to paragraph (b) of this Section 3.02.

(b) Each Pledgor will cause any Indebtedness for borrowed money constituting Pledged Collateral having, in each case, an aggregate principal amount in excess of \$25,000,000 (other than (1) intercompany Indebtedness incurred in the ordinary course of business in connection with the cash management, tax and accounting operations and intercompany sales of the Borrower and each Subsidiary or (2) to the extent that a pledge of such promissory note or instrument would violate applicable law) owed to such Pledgor by any person to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the terms hereof. To the extent any such promissory note is a demand note, each Pledgor party thereto agrees, if requested by the Collateral Agent, to immediately demand payment thereunder upon an Event of Default specified under Section 7.01(b), (c), (h) or (i) of the Credit Agreement (or any Equivalent Provision thereof) or under any equivalent provision of any Other First Lien Agreement, unless such demand in such Pledgor's reasonable judgment would not be commercially reasonable or would otherwise expose such Pledgor to liability to the maker.

(c) Subject to the provisions of Section 7.19, upon delivery to the Collateral Agent, (i) any Pledged Securities required to be delivered pursuant to the foregoing paragraphs (a) and (b) of this Section 3.02 shall be accompanied by stock powers or note powers, as applicable, duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral delivered pursuant to the terms of this Agreement shall be accompanied to the extent necessary to perfect the security interest in the Pledged Collateral by proper instruments of assignment duly executed by the applicable Pledgor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule III (or a supplement to Schedule III, as applicable) and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03 Representations, Warranties and Covenants. The Pledgors, jointly and severally, represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule III correctly sets forth (and, with respect to any Pledged Stock issued by an issuer that is not a subsidiary of the Borrower, correctly sets forth, to the knowledge of the relevant Pledgor), as of the date hereof, the percentage of the issued and outstanding units of each class of the Equity Interests of the issuer thereof represented by such Pledged Stock and includes all Equity Interests, debt securities and promissory notes or instruments evidencing Indebtedness required to be (i) pledged in order to satisfy the Collateral and Guarantee Requirement or (ii) delivered pursuant to Section 3.02(b);

(b) the Pledged Stock, to the best of each Pledgor's knowledge, as of the date hereof, has been duly and validly authorized and issued by the issuers thereof and is fully paid and nonassessable;

(c) except for the security interests granted hereunder (or otherwise not prohibited by the Loan Documents), each Pledgor (i) is and, subject to any transfers made not in violation of the Credit Agreement and any Other First Lien Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule III as owned by such Pledgor, (ii) holds the same free and clear of all Liens, other than Permitted Liens, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant to a transaction not prohibited by the Credit Agreement and any Other First Lien Agreement and other than Permitted Liens, and (iv) subject to the rights of such Pledgor under the Loan Documents to dispose of Pledged Collateral, will use commercially reasonable efforts to defend its title or interest thereto or therein against any and all Liens (other than Permitted Liens), however arising, of all persons;

(d) other than as set forth in the Credit Agreement or the schedules thereto or in any Other First Lien Agreement or the schedules thereto, and except for restrictions and limitations imposed by the Loan Documents, Gaming Laws, or securities laws generally or otherwise not prohibited by the Credit Agreement or any Other First Lien Agreement, the Pledged Stock (other than any partnership interests or limited liability company interests) is and will continue to be freely transferable and assignable, and none of the Pledged Stock is or will be subject to any option, right of first refusal, shareholders agreement, charter, by-law, memorandum of association or articles of association provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Stock (other than any partnership interests or limited liability company interests) hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder other than under applicable Requirements of Law;

(e) each Pledgor has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;

(f) other than as set forth in the Credit Agreement or the schedules thereto and as required under Gaming Laws and under any securities law applicable to the transfer of securities, as of the date hereof, no consent or approval of any Governmental Authority, any securities exchange or any other person was or is necessary to the validity of the pledge effected hereby (or the transfer of the Pledged Securities upon a foreclosure thereof), in each case other than such as have been obtained and are in full force and effect;

(g) by virtue of the execution and delivery by the Pledgors of this Agreement (and any applicable Intercreditor Agreement, as the case may be), when any Pledged Securities are delivered to the Collateral Agent, for the benefit of the Secured Parties, in accordance with this Agreement (and any applicable Intercreditor Agreement, as the case may be) and a financing statement naming the Collateral Agent as the secured party and covering the Pledged Collateral to which such Pledged Securities relate is filed in the appropriate filing office pursuant to Section 4.02(b), the Collateral Agent will obtain, for the benefit of the Secured Parties, a legal, valid and perfected lien upon and security interest in such Pledged Securities under the applicable Uniform Commercial Code, subject only to Permitted Liens, as security for the payment and performance of the Secured Obligations to the extent such perfection is governed by the applicable Uniform Commercial Code; and

(h) subject to Section 7.19, the pledge effected hereby is effective to vest in the Collateral Agent, for the benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

(i) each Pledgor that is an issuer of the Pledged Collateral hereunder confirms that it has received notice of the security interest granted hereunder and consents to such security interest and, subject to the terms of this Agreement, any applicable Intercreditor Agreement, the Master Lease Intercreditor Agreements and any applicable Requirements of Law (including Gaming Laws), agrees to transfer record ownership of the securities issued by it in connection with any request by the Collateral Agent if an Event of Default has occurred and is continuing.

#### SECTION 3.04 Certification of Limited Liability Company and Limited Partnership Interests.

(a) Each interest in any limited liability company or limited partnership Controlled by any Pledgor, pledged hereunder and represented by a certificate, shall be a “security” within the meaning of Article 8 of the New York UCC and shall be governed by Article 8 of the New York UCC or Article 8 of the Delaware UCC (or, if required by applicable Requirements of Law, Article 8 of any other applicable Uniform Commercial Code), and each such interest shall at all times hereafter be represented by a certificate.

(b) Each interest in any limited liability company or limited partnership Controlled by a Pledgor, pledged hereunder and not represented by a certificate shall not be a “security” within the meaning of Article 8 of the New York UCC and shall not be governed by Article 8 of the New York UCC (or other applicable Uniform Commercial Code in effect in another jurisdiction), and the Pledgors shall at no time elect to treat any such interest as a “security” within the meaning of Article 8 of the New York UCC or issue any certificate representing such interest, unless the applicable Pledgor provides notification to the Collateral Agent of such election and promptly delivers any such certificate to the Collateral Agent pursuant to the terms hereof (and in any event within 45 days or such longer period as the Collateral Agent may permit in its reasonable discretion).

SECTION 3.05 Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in the name of the applicable Pledgor, endorsed or assigned in blank or in favor of the Collateral Agent or, if an Event of Default shall have occurred and be continuing, in its own name as pledgee or the name of its nominee (as pledgee or as sub-agent). Upon the occurrence and during the continuance of an Event of Default, each Pledgor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Pledgor. If an Event of Default shall have occurred and be continuing, the Collateral Agent shall have the right to exchange the certificates representing Pledged Securities held by it for certificates of smaller or larger denominations for any purpose consistent with this Agreement. Each Pledgor shall use its commercially reasonable efforts to cause any Subsidiary that is not a party to this Agreement to comply with a request by the Collateral Agent, pursuant to this Section 3.05, to exchange certificates representing Pledged Securities of such Subsidiary for certificates of smaller or larger denominations.

SECTION 3.06 Voting Rights; Dividends and Interest, Etc.

(a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Pledgors of the Collateral Agent's intention to exercise its rights hereunder:

(i) Each Pledgor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose not prohibited by the terms of this Agreement and the other Loan Documents; provided that, except as not prohibited by the Credit Agreement or any Other First Lien Agreement, such rights and powers shall not be exercised in any manner that would materially and adversely affect the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall promptly execute and deliver to each Pledgor, or cause to be executed and delivered to such Pledgor, all such proxies, powers of attorney and other instruments as such Pledgor may reasonably request for the purpose of enabling such Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Pledgor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are not prohibited by, and otherwise paid or distributed in accordance with, the terms and conditions of the Loan Documents and applicable laws; provided that any non-cash dividends, interest, principal or other distributions or other consideration in respect thereof that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral (except to the extent constituting Excluded Securities or Excluded Property), and, if received by any Pledgor, shall be

promptly (and in any event within 60 days of their receipt (or such longer time as the Collateral Agent shall permit in its reasonable discretion)) delivered to the Collateral Agent, for the benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent).

(b) Upon the occurrence and during the continuance of an Event of Default and after written notice by the Collateral Agent to the relevant Pledgors of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Pledgor to receive dividends, interest, principal or other distributions with respect to Pledged Securities that such Pledgor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.06 shall cease, and all such rights shall thereupon become vested, for the benefit of the Secured Parties, in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions; provided that the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to receive and retain such amounts; provided, further, that even after the occurrence of an Event of Default and delivery of written notice by the Collateral Agent, any Pledgor may continue to exercise dividend and distribution rights solely to the extent permitted under Section 6.06 (or any Equivalent Provision) of the Credit Agreement. All dividends, interest, principal or other distributions received by any Pledgor contrary to the provisions of this Section 3.06 shall not be commingled by such Pledgor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent, for the benefit of the Secured Parties, and shall be forthwith delivered to the Collateral Agent, for the benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each Pledgor (without interest) all dividends, interest, principal or other distributions that such Pledgor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.06 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default and after written notice by the Collateral Agent to the relevant Pledgors of the Collateral Agent's intention to exercise its rights hereunder, subject to applicable Gaming Laws, all rights of any Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, for the benefit of the Secured Parties, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to exercise such rights. After all Events of Default have been cured or waived and the Borrower has delivered to the Collateral Agent a certificate to that effect, all rights of any Pledgor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.06, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.06, shall in each case be reinstated.

(d) Any notice given by the Collateral Agent to the Pledgors suspending their rights under paragraph (a) of this Section 3.06 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Pledgors at the same or different times and (iii) may suspend the rights of the Pledgors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

#### ARTICLE IV.

##### Security Interests in Other Personal Property.

###### SECTION 4.01 Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations when due, each Pledgor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles (other than the Pledged Collateral, which is governed by Article III);
- (viii) all Instruments (other than the Pledged Collateral, which is governed by Article III);
- (ix) all Intellectual Property;
- (x) all Inventory;



- (xi) all Investment Property (other than the Pledged Collateral, which is governed by Article III);
- (xii) all Letter of Credit Rights;
- (xiii) all Commercial Tort Claims reasonably estimated to exceed \$15,000,000 individually, as described on Schedule II hereto;
- (xiv) all books and records pertaining to the Article 9 Collateral; and
- (xv) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, this Agreement shall not constitute a grant of a security interest in (and the Article 9 Collateral shall not include), and the other provisions of the Loan Documents with respect to Collateral need not be satisfied with respect to, the Excluded Securities and the Excluded Property. In addition, for the avoidance of doubt, the provisions of Section 9.22 of the Credit Agreement (or any Equivalent Provision thereof) and 7.24 of this Agreement shall apply to all the terms and provisions of this Agreement.

(b) Each Pledgor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Pledgor is an organization, the type of organization and any organizational identification number issued to such Pledgor, (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates and (iii) a description of collateral that describes such property in any other manner as the Collateral Agent may reasonably determine is necessary or advisable to ensure the perfection of the security interest in the Article 9 Collateral granted under this Agreement, including describing such property as “all assets” or “all property” or words of similar effect. Each Pledgor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Pledgor in such Pledgor’s United States registered or pending Patents, Trademarks and Copyrights, without the signature of such Pledgor, and naming such Pledgor or the Pledgors as debtors and the Collateral Agent as secured party. Notwithstanding anything to the contrary herein, no Pledgor shall be required to take any action under the laws of any jurisdiction other than the United States of America for the purpose of perfecting the Security Interest in any Article 9 Collateral of such Pledgor constituting Patents, Trademarks or Copyrights or any other assets.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Pledgor with respect to or arising out of the Article 9 Collateral.

(d) Notwithstanding anything to the contrary in this Agreement, (i) none of the Pledgors shall be required to enter into any control agreements or control, lockbox or similar arrangements with respect to any Deposit Accounts, Securities Accounts, Commodities Accounts or any other assets (other than the delivery of Pledged Securities to the Collateral Agent to the extent required by Article III), (ii) no foreign law governed security documents or perfection actions under foreign law shall be required, (iii) no landlord, mortgagee or bailee waivers shall be required and (iv) no notice shall be required to be sent to account debtors or other contractual third parties prior to an Event of Default.

SECTION 4.02 Representations and Warranties. The Pledgors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) Each Pledgor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder, except where the failure to have such rights and title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person as of the date hereof other than any consent or approval that has been obtained and is in full force and effect or has otherwise been disclosed herein or in the Credit Agreement and the schedules thereto.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Pledgor, is correct and complete, in all material respects, as of the Closing Date. Except as provided in Section 5.10 of the Credit Agreement, the Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral that have been prepared by the Collateral Agent for filing in each governmental, municipal or other office specified in the Perfection Certificate constitute all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States issued Patents, United States registered Trademarks and United States registered Copyrights) that are necessary, as of the Closing Date, to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration of a financing statement in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration of a financing statement is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments. Each Pledgor represents and warrants that IP Security Agreements executed by the applicable Pledgors containing a description of all Article 9 Collateral consisting of Intellectual Property with respect to issued United States

Patents (and Patents for which applications are pending), registered United States Trademarks (including Trademarks for which registration applications are pending other than pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office) and registered United States Copyrights have been delivered to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in respect of all Article 9 Collateral consisting of such Intellectual Property in which a security interest may be perfected by recording with the United States Patent and Trademark Office and the United States Copyright Office, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than (x) the filing of financing statements or analogous documents under the Uniform Commercial Code and (y) such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof, as applicable) acquired or developed after the Closing Date).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) subject to Section 4.02(b), a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of the IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral other than Permitted Liens.

(d) The Article 9 Collateral is owned by the Pledgors free and clear of any Lien, other than Permitted Liens. None of the Pledgors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Pledgor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Pledgor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Liens.

(e) None of the Pledgors holds any Commercial Tort Claim individually reasonably estimated to exceed \$15,000,000 as of the Closing Date except as indicated on the Perfection Certificate.

(f) Except as set forth in the Perfection Certificate, as of the Closing Date, all Accounts owned by the Pledgors have been originated by the Pledgors and all Inventory owned by the Pledgors has been acquired by the Pledgors in the ordinary course of business.

#### SECTION 4.03 Covenants.

(a) Each Pledgor agrees promptly (and in any event within 30 days after such change, or such longer period of time as may be agreed by the Collateral Agent) to notify the Collateral Agent in writing of any change (i) in its legal name, (ii) in its identity or type of organization or corporate structure, (iii) in its organizational identification number or (iv) in its jurisdiction of organization. Each Pledgor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the immediately preceding sentence. Each Pledgor agrees not to effect or permit any change referred to in the first sentence of this paragraph (a) unless all filings have been made, or will have been made within any applicable statutory period, under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Article 9 Collateral, for the benefit of the Secured Parties, with the same priority as prior to such change. Each Pledgor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Pledgor is damaged or destroyed.

(b) Subject to the rights of such Pledgor under the Loan Documents to dispose of Collateral, each Pledgor shall, at its own expense, use commercially reasonable efforts to defend title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent, for the benefit of the Secured Parties, in the Article 9 Collateral and the priority thereof against any Lien that is not a Permitted Lien.

(c) Subject to Section 4.01(d) hereof, each Pledgor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement and the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith.

Without limiting the generality of the foregoing, each Pledgor hereby authorizes the Collateral Agent, with prompt notice thereof to the Pledgors, to supplement this Agreement by supplementing Schedule IV or adding additional schedules hereto to specifically identify any asset or item that is a Copyright, Patent or Trademark (other than any Excluded Property); provided that any Pledgor shall have the right, exercisable within 90 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Pledgor hereunder with respect to such Collateral. Each Pledgor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 90 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(d) After the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent shall have the right to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party, subject to Section 9.16 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any Other First Lien Agreement.

(e) At its option, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may discharge any past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and that is not a Permitted Lien, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Pledgor fails to do so as required by the Credit Agreement, any Other First Lien Agreement or this Agreement, and each Pledgor jointly and severally agrees to reimburse the Collateral Agent on demand for any reasonable and documented payment made or any reasonable and documented out-of-pocket expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.03(e) shall be interpreted as excusing any Pledgor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Pledgor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Pledgor (rather than the Collateral Agent or any Secured Party) shall remain liable for the observance and performance of all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral and each Pledgor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(g) None of the Pledgors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except to the extent such Lien is a Permitted Lien or as otherwise not prohibited by the Credit Agreement and any Other First Lien Agreement. None of the Pledgors shall make or permit to be made any transfer of the Article 9 Collateral and each Pledgor shall remain at all times in possession of the Article 9 Collateral owned by it, except as not prohibited by the Credit Agreement and any Other First Lien Agreement.

(h) None of the Pledgors will, without the Collateral Agent's prior written consent (which consent shall not be unreasonably withheld), grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment

thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with prudent business practices, except as not prohibited by the Credit Agreement and any Other First Lien Agreement.

(i) Each Pledgor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Pledgor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Pledgor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Pledgor at any time or times shall fail to obtain or maintain any of the policies of insurance required by the Loan Documents or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Pledgors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. Sums disbursed by the Collateral Agent in connection with this Section 4.03(i), including reasonable and documented attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by the Pledgors to the Collateral Agent to the extent and in the manner provided in Section 7.06 and shall be additional Secured Obligations secured hereby.

**SECTION 4.04 Other Actions.** In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, for the benefit of the Secured Parties, the Collateral Agent's security interest in the Article 9 Collateral, each Pledgor agrees, in each case at such Pledgor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) **Instruments and Tangible Chattel Paper.** If any Pledgor shall at any time own or acquire any Instruments (other than debt obligations governed by Article 5) or Tangible Chattel Paper evidencing an amount in excess of \$25,000,000, such Pledgor shall promptly forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

(b) **Commercial Tort Claims.** If any Pledgor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated to exceed \$15,000,000, such Pledgor shall promptly notify the Collateral Agent thereof in a writing signed by such Pledgor, including a summary description of such claim, and grant to the Collateral Agent in writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

**SECTION 4.05 Covenants Regarding Patent, Trademark and Copyright Collateral.** Except as permitted by the Credit Agreement:

(a) Each Pledgor agrees that it will not knowingly do any act or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing any act or

omitting to do any act) whereby any Patent that is material to the normal conduct of such Pledgor's business may become prematurely invalidated or dedicated to the public, and agrees that it shall take commercially reasonable steps with respect to any material products covered by any such Patent as necessary and sufficient to establish and preserve its rights under applicable patent laws.

(b) Each Pledgor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each Trademark that is material to the normal conduct of such Pledgor's business, (i) maintain such Trademark in full force free from any adjudication of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of federal or foreign registration or claim of trademark or service mark to the extent required under applicable law and (iv) not knowingly use or knowingly permit its licensees' use of such Trademark in violation of any third-party rights.

(c) Each Pledgor will, and will use its commercially reasonable efforts to cause its licensees or its sublicensees to, for each work covered by a material Copyright necessary to the normal conduct of such Pledgor's business that it publishes, displays and distributes, use copyright notice as required under applicable copyright laws.

(d) Each Pledgor shall notify the Collateral Agent promptly if it knows that any Patent, Trademark or Copyright that is material to the normal conduct of such Pledgor's business may imminently become abandoned, lost or dedicated to the public, or of any materially adverse determination or development, excluding office actions and similar determinations or developments, in the United States Patent and Trademark Office, United States Copyright Office, any court or any similar office of any country, regarding such Pledgor's ownership of any such material Patent, Trademark or Copyright or its right to register or to maintain the same.

(e) Each Pledgor, either itself or through any agent, employee, licensee or designee, shall (i) inform the Collateral Agent on an annual basis at the time of delivery of financial statements for such year (commencing with the financial statements for the fiscal year ending December 31, 2017) of each application by itself, or through any agent, employee, licensee or designee, for any Patent or Trademark with the United States Patent and Trademark Office and each registration of any Copyright with the United States Copyright Office filed during the preceding twelve-month period, and (ii) upon the reasonable request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such United States federally registered or pending Patent, Trademark or Copyright.

(f) Each Pledgor shall exercise its reasonable business judgment consistent with its past practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any comparable office or agency in any other country with respect to maintaining and pursuing each material application relating to any Patent, Trademark and/or Copyright (and obtaining the relevant grant or registration) that is material to the normal conduct of such Pledgor's business and to maintain (i) each issued Patent and (ii) the registrations of each Trademark and each Copyright, in each case that is material to the normal conduct of such Pledgor's business, including, when applicable and necessary in such Pledgor's reasonable

business judgment, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if any Pledgor believes necessary in its reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Pledgor knows or has reason to know that any Article 9 Collateral consisting of a Patent, Trademark or Copyright that is material to the normal conduct of its business has been materially infringed, misappropriated or diluted by a third party, such Pledgor shall promptly notify the Collateral Agent and shall, if such Pledgor deems it necessary in its reasonable business judgment, promptly sue and recover any and all damages, and take such other actions as are reasonably appropriate under the circumstances.

(h) Upon and during the continuance of an Event of Default, at the request of the Collateral Agent, each Pledgor shall use commercially reasonable efforts to obtain all requisite consents or approvals from the licensor under each Copyright License, Patent License or Trademark License that constitutes Article 9 Collateral to effect the assignment of all such Pledgor's right, title and interest thereunder to (in the Collateral Agent's sole discretion) the designee of the Collateral Agent or the Collateral Agent; *provided, however*, that nothing contained in this Section 4.05(h) should be construed as an obligation of any Pledgor to incur any costs or expenses in connection with obtaining such approval.

## ARTICLE V.

### Remedies

SECTION 5.01 Remedies upon Default. Subject to applicable Gaming Laws, any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, upon the occurrence and during the continuance of an Event of Default, each Pledgor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Pledgors to the Collateral Agent or to license or sublicense (subject to the obligation to maintain the quality of goods and services provided under any Trademark consistent with the quality of such goods and services provided by the Pledgors immediately prior to such Event of Default), whether general, special or otherwise, and whether on an exclusive or a nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers thereunder cannot be obtained or in violation of or otherwise inconsistent with the terms thereof) and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to the applicable Pledgor to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the applicable Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Pledgor agrees that the Collateral Agent shall have the right, subject to the requirements of applicable law, to sell or



otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized in connection with any sale of a security (if it deems it advisable to do so) pursuant to the foregoing to restrict the prospective bidders or purchasers to persons who represent and agree that they are purchasing such security for their own account, for investment, and not with a view to the distribution or sale thereof. Upon consummation of any such sale of Collateral pursuant to this Section 5.01, the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Pledgors 10 days' prior written notice (which each Pledgor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or the portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In the case of any sale of all or any part of the Collateral made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in the event that any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may be sold again upon notice given in accordance with provisions above. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase for cash, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Pledgor (all such rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Pledgor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Pledgor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to

exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose under this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 5.02 Application of Proceeds. The Collateral Agent shall, subject to any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements, promptly apply the proceeds, moneys or balances of any collection or sale of Collateral realized through the exercise by the Collateral Agent of its remedies hereunder, as well as any Collateral consisting of cash at any time when remedies are being exercised hereunder, as follows:

FIRST, to the payment of all fees and reasonable costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations secured by such Collateral, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Pledgor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document and all other fees, indemnities and other amounts owing or reimbursable to the Collateral Agent under any Loan Document in its capacity as such, in each case to the extent required to be paid by any Pledgor under any Loan Document;

SECOND, to the payment in full of the Secured Obligations secured by such Collateral (the amounts so applied to be distributed among the Secured Parties *pro rata* based on the respective amounts of such Secured Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in any applicable First Lien Intercreditor Agreement)); and

THIRD, to the Pledgors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct;

provided, that in no event shall (x) the proceeds of any collection or sale of any Specified Excluded Collateral be applied to the relevant Series of Secured Obligations under any Other First Lien Agreement or replacement Credit Agreement that is not secured by such Specified Excluded Collateral or (y) the Collateral or the proceeds of any collection or sale of any Collateral of any Pledgor be applied to any Excluded Swap Obligations.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03 Grant of License to Use Intellectual Property. Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Pledgor hereby grants to (in the Collateral Agent's sole discretion) a designee of the Collateral Agent or the Collateral Agent, for the benefit of the Secured Parties, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Pledgor) to use, license or sublicense (subject to the obligation of the applicable licensee or sublicensee to maintain the quality of goods and services provided under any Trademark consistent with the quality of such goods and services provided by the Pledgors immediately prior to such Event of Default) any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Pledgor, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, the right to prosecute and maintain all such Intellectual Property and the right to sue for past infringement of such Intellectual Property. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided, that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Pledgors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04 Securities Act, Etc. In view of the position of the Pledgors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act or any similar federal statute hereafter enacted analogous in purpose or effect (the Securities Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Pledgor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, subject to the terms of any applicable Intercreditor Agreement, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws or, to the extent applicable, Blue Sky or other state securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been

realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI.

[Intentionally Omitted]

ARTICLE VII.

Miscellaneous

SECTION 7.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement (or any Equivalent Provision thereof) (whether or not then in effect) or, with respect to any holder of obligations under any Other First Lien Agreement, addressed to the Authorized Representative of such holder at its address set forth in the applicable Other First Lien Secured Party Consent, as such address may be changed by written notice to the Collateral Agent and the Borrower. All communications and notices hereunder to any Subsidiary Loan Party shall be given to it in care of the Borrower, with such notice to be given as provided in Section 9.01 of the Credit Agreement (or any Equivalent Provision thereof) (whether or not then in effect).

SECTION 7.02 Security Interest Absolute. To the extent permitted by law, all rights of the Collateral Agent hereunder, the Security Interest, the security interest in the Pledged Collateral and all obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of any Loan Document, any other agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Pledgor in respect of the Secured Obligations or this Agreement (other than a defense of payment or performance).

SECTION 7.03 Limitation by Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law or regulation (including any Gaming Law or Liquor Law), and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law or regulation (including any Gaming Law or Liquor Law) that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law or regulation (including any Gaming Law or Liquor Law).

SECTION 7.04 Binding Effect; Several Agreement. This Agreement shall become effective as to any party to this Agreement when a counterpart hereof executed on behalf of such party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as not prohibited by this Agreement, the Credit Agreement and any Other First Lien Agreement. This Agreement shall be construed as a separate agreement with respect to each party and may be amended, modified, supplemented, waived or released in accordance with Section 7.09 or 7.15, as applicable.

SECTION 7.05 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Pledgor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

SECTION 7.06 Collateral Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder by the Pledgors, and the Collateral Agent and other Indemnitees shall be indemnified by the Pledgors, in each case of this clause (a), *mutatis mutandis*, as provided in Section 9.05 of the Credit Agreement (or any Equivalent Provision thereof) or any equivalent provision of any Other First Lien Agreement.

(b) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, any investigation made by or on behalf of the Collateral Agent or any other Secured Party or the resignation of the Collateral Agent. All amounts due under this Section 7.06 shall be payable within thirty (30) days after written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(c) For the avoidance of doubt, the provisions of Article VIII of the Credit Agreement or any equivalent provisions of any Other First Lien Agreement shall also apply to the Collateral Agent acting under or in connection with this Agreement in such capacity. No provision of this Agreement shall require the Collateral Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

**SECTION 7.07 Collateral Agent Appointed Attorney-in-Fact.** Subject to applicable Requirements of Law, any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, each Pledgor hereby appoints the Collateral Agent as the attorney-in-fact of such Pledgor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest until the Termination Date. Without limiting the generality of the foregoing, subject to applicable Requirements of Law, any applicable Intercreditor Agreements and the Master Lease Intercreditor Agreements, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Pledgor, (a) to receive, endorse, assign or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral; (d) to sign the name of any Pledgor on any invoice or bill of lading relating to any of the Collateral; (e) to send verifications of Accounts to any Account Debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (h) to notify, or to require any Pledgor to notify, Account Debtors to make payment directly to the Collateral Agent; and (i) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

**SECTION 7.08 GOVERNING LAW.** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 7.09 Waivers; Amendment.

(a) No failure or delay by the Collateral Agent or any other Secured Party in exercising any right, power or remedy hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Collateral Agent or any other Secured Party hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Pledgor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.09, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the incurrence of any Other First Lien Obligations shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Collateral Agent or any other Secured Party may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof or of any other Security Document may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Pledgor or Pledgors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof), and the consent of each other Authorized Representative if and to the extent required by (and in accordance with) the applicable Other First Lien Agreement, and except as otherwise provided in any applicable Intercreditor Agreement. The Collateral Agent may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this Section 7.09(b) is permitted.

(c) Notwithstanding anything to the contrary contained herein, the Collateral Agent may grant extensions of time or waivers of the requirement for the creation or perfection of security interests in or the obtaining of insurance (including title insurance) or surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Pledgors on such date) where it reasonably determines, in consultation with the Borrower, that perfection or obtaining of such items cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or any other Loan Document.

SECTION 7.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 7.04. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 7.13 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14 Jurisdiction; Consent to Service of Process.

(a) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof (collectively, "New York Courts"), in any action or proceeding arising out of or relating to this Agreement or any other Loan Document to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document in the courts of any jurisdiction, except that each of the Pledgors agrees that (a) it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Secured Parties who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction), and (b) in any such action or proceeding brought against any Pledgor in any other court, it will not assert any cross-claim, counterclaim or setoff, or seek any other affirmative relief, except to the extent that the failure to assert the same will preclude such Pledgor from asserting or seeking the same in the New York Courts.



(b) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any New York State or federal court of the United States of America sitting in New York City, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement or any other Loan Document to serve process in any other manner permitted by applicable law.

SECTION 7.15 Termination or Release. In each case, subject to the terms of any applicable Intercreditor Agreement and the Master Lease Intercreditor Agreements:

(a) This Agreement and the pledges made by the Pledgors herein and all other security interests granted by the Pledgors hereby shall automatically terminate and be released upon the occurrence of the Termination Date or, if any Other First Lien Obligations are outstanding on the Termination Date, the date when all Other First Lien Obligations (in each case other than contingent or unliquidated obligations or liabilities not then due and any other obligations that, by the terms of any Other First Lien Agreements, are not required to be paid in full prior to termination and release of the Collateral) have been paid in full and the Secured Parties have no further commitment to extend credit under any Other First Lien Agreement.

(b) A Subsidiary Loan Party shall automatically be released from its obligations hereunder and the security interests in the Collateral of such Subsidiary Loan Party shall be automatically released upon the consummation of any transaction not prohibited by the Credit Agreement or any Other First Lien Agreement as a result of which such Subsidiary Loan Party ceases to be a Subsidiary of the Borrower or otherwise becomes an Excluded Subsidiary or ceases to be a Pledgor, all without delivery of any instrument or performance of any act by any party, and all rights to the applicable portions of the Collateral shall revert to such Subsidiary Loan Party.

(c) (i) Upon any sale or other transfer by any Pledgor of any Collateral that is not prohibited by the Credit Agreement or any Other First Lien Agreement to any person that is not a Pledgor, (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.08 of the Credit Agreement (or any Equivalent Provision thereof) and any equivalent provision of any applicable Other First Lien Agreement (in each case, to the extent required thereby), or (iii) as otherwise may be provided in any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement, the security interest in such Collateral shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(d) Solely with respect to the Credit Agreement Secured Obligations, a Pledgor shall automatically be released from its obligations hereunder and/or the security interests in any Collateral securing the Credit Agreement Secured Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in Section 9.18 of the Credit Agreement (or any Equivalent Provision thereof) without delivery of any instrument or performance of any act by any party, and all rights to such Collateral shall revert to any applicable Pledgor.

(e) Solely with respect to any Series of Other First Lien Obligations, a Pledgor shall automatically be released from its obligations hereunder and/or the security interests in any Collateral securing such Series of Other First Lien Obligations shall in each case be automatically released upon the occurrence of any of the circumstances set forth in the section governing release of collateral in the applicable Other First Lien Agreement governing such Series of Other First Lien Obligations, all without delivery of any instrument or performance of any act by any party, and all rights to such Collateral shall revert to any applicable Pledgor.

(f) If any Collateral shall become subject to the release provisions set forth in any applicable Intercreditor Agreement, the lien created hereunder on such Collateral shall be automatically released to the extent (and only to the extent) provided therein.

(g) In connection with any termination or release pursuant to this Section 7.15, the Collateral Agent shall execute and deliver to any Pledgor, at such Pledgor's expense, all documents that such Pledgor shall reasonably request to evidence such termination or release (including, without limitation, UCC termination statements), and will duly assign and transfer to such Pledgor, such of the Pledged Collateral that may be in the possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this Agreement. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent. In connection with any release pursuant to this Section 7.15, the Pledgors shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release (forms of which shall be reasonably acceptable to the Collateral Agent) prepared by the Borrower pursuant to this Section 7.15, the Collateral Agent shall execute, deliver or acknowledge such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Agreement. The Pledgors agree to pay all reasonable and documented out-of-pocket expenses incurred by the Collateral Agent (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

SECTION 7.16 Additional Subsidiaries. Upon execution and delivery by the Collateral Agent and any Subsidiary that is required or permitted to become a party hereto by Section 5.10 or the Collateral and Guarantee Requirement of the Credit Agreement (or any Equivalent Provision thereof) or by any Other First Lien Agreement of an instrument substantially in the form of Exhibit A hereto (or another instrument reasonably satisfactory to the Collateral Agent and the Borrower), subject to applicable Gaming Laws and the receipt of all approvals required thereunder, such subsidiary shall become a Subsidiary Loan Party hereunder with the same force and effect as if originally named as a Subsidiary Loan Party herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Agreement. The rights and obligations of each party to this Agreement shall remain in full force and effect notwithstanding the addition of any new party to this Agreement.

SECTION 7.17 Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender, the Administrative Agent and each L/C Issuer is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender, the Administrative Agent or such L/C Issuer to or for the credit or the account of any party to this Agreement against any of and all the obligations of such party now or hereafter existing under this Agreement owed to such Lender, the Administrative Agent or such L/C Issuer, irrespective of whether or not such Lender, the Administrative Agent or such L/C Issuer shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender, the Administrative Agent and L/C Issuer under this Section 7.17 are in addition to other rights and remedies (including other rights of set-off) that such Lender, the Administrative Agent and such L/C Issuer may have.

SECTION 7.18 Person Serving as Collateral Agent. On the Closing Date, the Collateral Agent hereunder is the Administrative Agent. Written notice of resignation by the Administrative Agent under the Credit Agreement pursuant to the Credit Agreement shall also constitute notice of resignation as the Collateral Agent under this Agreement. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor, that successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent pursuant hereto. Immediately upon the occurrence of the Termination Date, if any other Series of Secured Obligations is then outstanding, the Authorized Representative of such Series (or, if more than one such Series is outstanding, the Applicable First Lien Authorized Representative) shall be deemed the Collateral Agent for all purposes under this Agreement. The Collateral Agent immediately prior to any change in Collateral Agent pursuant to this Section 7.18 (the “Prior Collateral Agent”) shall be deemed to have assigned all of its rights, powers and duties hereunder to the successor Collateral Agent determined in accordance with this Section 7.18 (the “Successor Collateral Agent”) and the Successor Collateral Agent shall be deemed to have accepted, assumed and succeeded to such rights, powers and duties. The Prior Collateral Agent shall cooperate with the Pledgors and such Successor Collateral Agent to ensure that all actions are taken that are necessary or reasonably requested by the Successor Collateral Agent to vest in such Successor Collateral Agent the rights granted to the Prior Collateral Agent hereunder with respect to the Collateral, including (a) the filing of amended financing statements in the appropriate filing offices, (b) to the extent that the Prior Collateral Agent holds, or a third party holds on its behalf, physical possession of or “control” (as defined in the New York UCC or the Uniform Commercial Code of any other applicable jurisdiction) (or any similar concept under foreign law) over Collateral pursuant to this Agreement or any other Security Document, the delivery to the Successor Collateral Agent of the Collateral in its possession or control together with any necessary endorsements to the extent required by this Agreement, and (c) the execution and delivery of any further documents, financing statements or agreements and the taking of all such further action that may be required under any applicable law, or that the Successor Collateral Agent may reasonably request, all without recourse to, or representation or warranty by, the Prior Collateral Agent, and at the sole cost and expense of the Pledgors. In addition, the Collateral Agent hereunder shall at all times be the same person that is the “Collateral Agent” under each First Lien Intercreditor Agreement then in effect. Written notice of resignation by the “Collateral Agent” pursuant to each First Lien Intercreditor Agreement then in effect shall also constitute

notice of resignation as the Collateral Agent under this Agreement. Upon the acceptance of any appointment as the “Collateral Agent” under each First Lien Intercreditor Agreement by a successor “Collateral Agent”, the successor “Collateral Agent” shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent pursuant to this Agreement.

SECTION 7.19 Compliance with Gaming Laws. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document, the Collateral Agent, on behalf of the Secured Parties, acknowledges and agrees that:

(a) the pledge of the Pledged Stock of any Pledgor, any subsidiary of any Pledgor or any other person that is a licensee or registered holding company under the Gaming Laws (x) applicable in the Commonwealth of Kentucky (“Kentucky Gaming Laws”) (any such entity, a “Kentucky Licensee”), (y) applicable in the State of Mississippi (“Mississippi Gaming Laws”) (any such entity, a “Mississippi Licensee”) or (z) applicable in the State of Nevada (“Nevada Gaming Laws”) (any such entity, a “Nevada Licensee”), pursuant to this Agreement or any other Loan Document, will not be effective without the prior approval of the Gaming Authorities having jurisdiction in Kentucky (the “Kentucky Gaming Authorities”), Mississippi (the “Mississippi Gaming Authorities”) or Nevada (the “Nevada Gaming Authorities”), as applicable, and no certificates evidencing any such Pledged Stock may be delivered to the Collateral Agent until such approval has been obtained. Furthermore, no amendment of this Agreement shall be effective until any approvals required from the Kentucky Gaming Authorities under the Kentucky Gaming Laws, the Mississippi Gaming Authorities under the Mississippi Gaming Laws or the Nevada Gaming Authorities under the Nevada Gaming Laws, as applicable, have been obtained;

(b) in the event that Collateral Agent exercises one or more of the remedies set forth in this Agreement with respect to the Pledged Stock of any Kentucky Licensee, any Mississippi Licensee or any Nevada Licensee, including, without limitation, the foreclosure, transfer, sale, distribution or other disposition of any interest therein (except back to the applicable Pledgor), the exercise of voting and consensual rights, and any other resort to or enforcement of the security interest in such Pledged Stock, such action will require the separate and prior approval of the Kentucky Gaming Authorities, the Mississippi Gaming Authorities or the Nevada Gaming Authorities, as applicable, or the licensing of the Collateral Agent or any transferee thereof unless such licensing requirement is waived thereby;

(c) the Collateral Agent, and any custodial agent of Collateral Agent in the Commonwealth of Kentucky, the State of Mississippi, or the State of Nevada, as applicable, will be required to comply with the conditions, if any, imposed by the Kentucky Gaming Authorities, the Mississippi Gaming Authorities or the Nevada Gaming Authorities, as applicable, in connection with their approval of the pledge granted hereunder, including, without limitation, requirements that the Collateral Agent or its custodial agent maintain the certificates evidencing the Pledged Stock of Nevada Licensees at a location in Nevada provided to the Nevada Gaming Authorities, and that the Collateral Agent or its custodial agent permit agents or employees of the Nevada Gaming Authorities to inspect such certificates upon request during normal business hours;

(d) neither the Collateral Agent nor any custodial agent of the Collateral Agent will be permitted to surrender possession of any Pledged Stock of Kentucky Licensees, Mississippi Licensees or Nevada Licensees to any person other than the applicable Pledgor thereof without the prior approval of the Kentucky Gaming Authorities, the Mississippi Gaming Authorities or the Nevada Gaming Authorities, as applicable, or as otherwise permitted by the Gaming Laws;

(e) any approval of the Gaming Authorities (including, for the avoidance of doubt, the Kentucky Gaming Authorities, the Mississippi Gaming Authorities and the Nevada Gaming Authorities, as applicable) of this Agreement or the pledge of the Pledged Stock of any person hereunder, or any amendment hereto, does not constitute approval, either express or implied, of the Collateral Agent to take any actions or exercise any remedies provided for in this Agreement, for which separate approval by the Gaming Authorities (including, for the avoidance of doubt, the Kentucky Gaming Authorities, the Mississippi Gaming Authorities and the Nevada Gaming Authorities, as applicable) may be required by the Gaming Laws;

(f) the Collateral Agent, the Secured Parties and their respective successors and assigns are subject to being called forward by the Gaming Authorities (including, for the avoidance of doubt, the Kentucky Gaming Authorities, the Mississippi Gaming Authorities and the Nevada Gaming Authorities, as applicable) in their sole and absolute discretion, for licensing or a finding of suitability or qualification; and

(g) in the event the Collateral Agent, on behalf of the Secured Parties, exercises one or more of the remedies set forth in this Agreement with respect to Article 9 Collateral consisting of gaming devices, mobile gaming systems, interactive gaming systems, cashless wagering systems and associated equipment (as those terms are defined in the Gaming Laws), including, but not limited to, the foreclosure, transfer, sale, distribution or other disposition of such Collateral, such exercise of remedies may require the separate and prior approval of the Gaming Authorities (including, for the avoidance of doubt, the Kentucky Gaming Authorities, the Mississippi Gaming Authorities and the Nevada Gaming Authorities, as applicable) or the licensing of the Collateral Agent or any transferee thereof pursuant to the Gaming Laws.

**SECTION 7.20 General Authority of the Collateral Agent.** By acceptance of the benefits of this Agreement and any other Security Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (i) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Security Documents, (ii) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provision of this Agreement and such other Security Documents against any Pledgor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Pledgor's obligations with respect thereto, (iii) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Security Document against any Pledgor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Security Document and (iv) to agree to be bound by the terms of this Agreement, the Master Lease Intercreditor Agreements and any other Security Documents and any applicable Intercreditor Agreement then in effect.

SECTION 7.22 Subject to Intercreditor Agreements, Master Lease Intercreditor Agreements and Master Leases.

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Collateral, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Agreement, the terms of such applicable Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement in the Tenant's Pledged Property (as defined in each Master Lease) and the exercise of any right or remedy by the Collateral Agent hereunder against the Tenant's Pledged Property are subject to the provisions of the applicable Master Lease Intercreditor Agreement. In the event of any conflict between the terms of any Master Lease Intercreditor Agreement and this Agreement, the terms of such Master Lease Intercreditor Agreement shall govern and control.

(c) To the extent that pursuant to any applicable Intercreditor Agreement or any Master Lease Intercreditor Agreement any person other than the Collateral Agent is entitled to have a prior security interest to the Collateral Agent in any Collateral or is otherwise entitled to possession thereof, then notwithstanding any other provision of this Agreement, any requirements to deliver Collateral to the Collateral Agent shall be deemed satisfied if such Collateral is delivered to such other person.

(d) Notwithstanding anything herein to the contrary, (i) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the CPLV Master Lease) is subject and subordinate to the terms of the CPLV Master Lease, (ii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate (as defined in the Non-CPLV Master Lease) is subject and subordinate to the terms of the Non-CPLV Master Lease and (iii) any exercise of remedies hereunder or under any other Security Document that would affect the Leasehold Estate or similar term (as defined in each other Master Lease, Additional Master Lease or Additional Lease) is subject and subordinate to the terms of such other Master Lease, Additional Master Lease or Additional Lease.

SECTION 7.23 Other First Lien Obligations. On or after the date hereof and so long as such obligations are not prohibited to be incurred under the Credit Agreement and any Other First Lien Agreement then in effect, the Borrower may from time to time designate obligations in respect of Indebtedness to be secured (except with respect to any applicable Specified Excluded Collateral) on a *pari passu* basis with the then-outstanding Secured Obligations as Other First Lien Obligations hereunder by delivering to the Collateral Agent and each Authorized Representative (a) a certificate signed by a Responsible Officer of the Borrower

(i) identifying the obligations so designated and the initial aggregate principal amount or face amount thereof, (ii) stating that such obligations are designated as Other First Lien Obligations for purposes hereof, (iii) representing that such designation of such obligations as Other First Lien Obligations is not prohibited by the Credit Agreement or any Other First Lien Agreement then in effect, and (iv) specifying the name and address of the Authorized Representative for such obligations, (b) an Other First Lien Secured Party Consent (in the form attached as Exhibit B) executed by the Authorized Representative for such obligations and the Borrower and (c) if not already then in effect, execute and deliver a First Lien Intercreditor Agreement (or, to the extent such First Lien Intercreditor Agreement is then in effect, a joinder thereto to the extent required thereby). Upon the satisfaction of all conditions set forth in the preceding sentence, (x) the Collateral Agent shall act as collateral agent under and subject to the terms of the Security Documents for the benefit of all Secured Parties, including without limitation, any Secured Parties that hold any such Other First Lien Obligations (except with respect to any applicable Specified Excluded Collateral), and shall execute and deliver the acknowledgement at the end of the Other First Lien Secured Party Consent, (y) each Authorized Representative agrees to the appointment, and acceptance of the appointment, of the Collateral Agent as collateral agent for the holders of such Other First Lien Obligations as set forth in each Other First Lien Secured Party Consent and agrees, on behalf of itself and each Secured Party it represents, to be bound by this Agreement and the applicable Intercreditor Agreements and (z) such Other First Lien Obligations shall automatically be deemed to be “Other First Priority Obligations” (or analogous term) in any First Lien Intercreditor Agreement. The rights and obligations of each party to this Agreement shall remain in full force and effect notwithstanding the addition of any new Secured Obligations to this Agreement.

SECTION 7.24 Application of Gaming Laws and Liquor Laws. Notwithstanding anything herein to the contrary and without limiting Section 7.19, this Agreement and any Other First Lien Agreement are subject to Gaming Laws and Liquor Laws. Without limiting the foregoing, the Secured Parties acknowledge that (i) they are subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, in their discretion, for licensing, qualification or findings of suitability or to file or provide other information, and (ii) all rights, remedies and powers in or under this Agreement and the other Loan Documents, including with respect to the Collateral (including the pledge and delivery of the Pledged Collateral), the Mortgaged Properties and the ownership and operation of facilities may be subject to the jurisdiction of the Gaming Authorities and Liquor Authorities, and may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Gaming Laws and Liquor Laws and only to the extent that required approvals (including prior approvals), if any, are obtained from the relevant Gaming Authorities and Liquor Authorities.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CEOC, LLC,  
as Borrower

By: \_\_\_\_\_  
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

[Signature Page to Collateral Agreement]



By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

190 FLAMINGO, LLC  
3535 LV CORP.  
AJP HOLDINGS, LLC  
AJP PARENT, LLC  
B I GAMING CORPORATION  
BALLY'S MIDWEST CASINO, INC.  
BL DEVELOPMENT CORP.  
CAESARS RIVERBOAT CASINO, LLC  
CAESARS TREX, INC.  
CAESARS UNITED KINGDOM, INC.  
CALIFORNIA CLEARING CORPORATION  
CASINO COMPUTER PROGRAMMING, INC.  
CHRISTIAN COUNTY LAND ACQUISITION COMPANY, LLC  
DURANTE HOLDINGS, LLC  
FLAMINGO-LAUGHLIN, INC.  
GRAND CASINOS OF BILOXI, LLC  
GRAND CASINOS OF MISSISSIPPI, LLC - GULFPORT  
GRAND CASINOS, INC.  
HARRAH SOUTH SHORE CORPORATION  
HARRAH'S ARIZONA CORPORATION  
HARRAH'S BOSSIER CITY INVESTMENT COMPANY, L.L.C.  
HARRAH'S INTERACTIVE INVESTMENT COMPANY  
HARRAH'S INTERNATIONAL HOLDING COMPANY, INC.  
HARRAH'S IOWA ARENA MANAGEMENT, LLC  
HARRAH'S MANAGEMENT COMPANY

By:

Name: Randall Eisenberg

Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

HARRAH'S NC CASINO COMPANY, LLC  
HARRAH'S NORTH KANSAS CITY LLC  
HARRAH'S OPERATING COMPANY MEMPHIS, LLC  
HARRAH'S SHREVEPORT/BOSSIER CITY INVESTMENT  
COMPANY, LLC  
HARVEYS BR MANAGEMENT COMPANY, INC.  
HCAL, LLC  
HCR SERVICES COMPANY, INC.  
HEI HOLDING COMPANY ONE, INC.  
HEI HOLDING COMPANY TWO, INC.  
HOLE IN THE WALL, LLC  
HORSESHOE ENTERTAINMENT  
HORSESHOE GAMING HOLDING, LLC  
HORSESHOE GP, LLC  
HORSESHOE HAMMOND, LLC  
KOVAL HOLDINGS COMPANY, LLC  
KOVAL INVESTMENT COMPANY, LLC  
MARTIAL DEVELOPMENT CORP.  
NEW GAMING CAPITAL PARTNERSHIP, A NEVADA  
LIMITED PARTNERSHIP  
OCEAN SHOWBOAT, INC.  
PHW MANAGER, LLC  
PLAYERS HOLDING, LLC  
PLAYERS INTERNATIONAL, LLC  
RENO CROSSROADS LLC  
ROMAN ENTERTAINMENT CORPORATION OF INDIANA  
SHOWBOAT ATLANTIC CITY OPERATING COMPANY, LLC  
TRB FLAMINGO, LLC  
WINNICK HOLDINGS, LLC  
WINNICK PARENT, LLC

By:

Name: Randall Eisenberg

Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

BALLY’S PARK PLACE LLC  
BENCO LLC  
BOARDWALK REGENCY LLC  
CAESARS ENTERTAINMENT FC LLC  
CAESARS NEW JERSEY LLC  
CAESARS PALACE LLC  
CAESARS PALACE REALTY LLC  
CAESARS WORLD LLC  
DESERT PALACE LLC  
GCI SPINCO LLC  
HARRAH’S ILLINOIS LLC  
HARRAH’S NEW ORLEANS MANAGEMENT COMPANY LLC  
HARVEYS IOWA MANAGEMENT COMPANY LLC  
HARVEYS TAHOE MANAGEMENT COMPANY LLC  
HBR REALTY COMPANY LLC  
HTM HOLDING LLC  
NEW ROBINSON PROPERTY GROUP LLC  
PARBALL LLC  
PLAYERS BLUEGRASS DOWNS LLC  
ROBINSON PROPERTY GROUP LLC  
ROMAN HOLDING COMPANY OF INDIANA LLC  
SHOWBOAT HOLDING LLC  
SOUTHERN ILLINOIS RIVERBOAT/CASINO CRUISES LLC  
TUNICA ROADHOUSE LLC

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

CAESARS MARKETING SERVICES LLC  
CAESARS WORLD MARKETING LLC  
CAESARS WORLD MERCHANDISING LLC

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

HARRAH’S CHESTER DOWNS INVESTMENT COMPANY,  
LLC  
HARRAH’S CHESTER DOWNS MANAGEMENT COMPANY,  
LLC  
CHESTER FACILITY HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

[Signature Page to Collateral Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Collateral Agreement]

Subsidiary Loan Parties

Legal Name	Type of Entity	Jurisdiction of Organization



**Commercial Tort Claims**

**Pledged Stock; Pledged Debt Securities**

Equity Interests

Issuer	Owner	Certificate No.	Interest/No. Shares	Percent of Interst Pledged

Debt Securities

Entity	Principal Amount	Date	Maturity Date	Pledged [Y/N]

**Intellectual Property**

Trademarks

Patents

Copyrights

SUPPLEMENT NO. \_\_\_\_\_ dated as of \_\_\_\_\_ (this “Supplement”), to the Collateral Agreement dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CAESARS ENTERTAINMENT OPERATING COMPANY, INC., a Delaware corporation, CEOC, LLC, each Subsidiary of the Borrower (as defined in the Collateral Agreement) from time to time party thereto (each, a “Subsidiary Loan Party”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent, and the other parties party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. The Pledgors have entered into the Collateral Agreement in order to induce the Lenders to make Loans, each L/C Issuer to issue Letters of Credit, any Cash Management Bank and any Hedge Bank to provide financial accommodations under any Secured Cash Management Agreement or any Secured Swap Agreement, respectively, and to induce the holders of any Other First Lien Obligations to make extensions of credit under the applicable Other First Lien Agreements, as applicable. Section 7.16 of the Collateral Agreement provides that additional Subsidiaries of the Borrower may become Subsidiary Loan Parties and Pledgors under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “New Subsidiary”) is executing this Supplement in accordance with the requirements of the Credit Agreement and any applicable Other First Lien Agreement to become a Subsidiary Loan Party and a Pledgor under the Collateral Agreement.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Collateral Agreement, subject to Section 7.19 and 7.24 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Loan Party and a Pledgor under the Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party and a Pledgor, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Subsidiary Loan Party and a Pledgor thereunder and (b) represents and warrants that the representations and warranties made by it as a Pledgor thereunder (it being understood that such representations do not include any representations made only as of the Closing Date or another date prior to the date hereof) are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, subject to any approvals required

under Gaming Laws, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Collateral Agent, for the benefit of the Secured Parties, their successors and assigns, a security interest in and Lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Loan Party" or a "Pledgor" in the Collateral Agreement shall be deemed to include the New Subsidiary (except as otherwise provided in clause (ii) of the definition of Pledgor to the extent applicable). The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and (b) the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that, as of the date hereof, (a) set forth on Schedule I attached hereto is a true and correct schedule of all the Pledged Stock and Pledged Debt Securities of the New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all Intellectual Property constituting United States registered Trademarks, Patents and Copyrights, (c) set forth on Schedule III attached hereto is a true and correct schedule of all Commercial Tort Claims reasonably estimated to exceed \$15,000,000 and (d) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and organizational ID number.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 7. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement

shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall (except as otherwise expressly permitted by the Collateral Agreement) be in writing and given as provided in Section 7.01 of the Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, disbursements and other charges of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY]

By: \_\_\_\_\_  
Name:  
Title:

Legal Name:

Jurisdiction of Formation:

Organizational ID Number:



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Pledged Collateral of the New Subsidiary.

EQUITY INTERESTS

<u>Issuer</u>	<u>Record Owner</u>	<u>Certificate No.</u>	<u>Number and Class</u>	<u>Percentage of Equity Interests Owned</u>	<u>Percent (of Owned Equity Interests) Pledged</u>
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DEBT SECURITIES

<u>Instrument</u>	<u>Maker</u>	<u>Holder</u>	<u>Principal Amount</u>	<u>Date of Issuance</u>	<u>Maturity Date</u>	<u>Pledged [Y/N]</u>
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Intellectual Property of the New Subsidiary.

Trademarks

[•]

Patents

[•]

Copyrights

[•]

Commercial Tort Claims

[Form of]

OTHER FIRST LIEN SECURED PARTY CONSENT

[Name of Authorized Representative]  
[Address of Authorized Representative]

[Date]

Credit Suisse AG, Cayman Islands Branch,  
as Collateral Agent  
[Address]

The undersigned is the Authorized Representative for persons wishing to become Secured Parties (the “**New Secured Parties**”) under the Collateral Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among CAESARS ENTERTAINMENT OPERATING COMPANY, INC., a Delaware corporation, CEOC, LLC, each Subsidiary of the Borrower (as defined in the Collateral Agreement) from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined therein). Capitalized terms used but not otherwise defined in this Other First Lien Secured Party Consent have the meanings set forth in the Collateral Agreement (or, if not set forth therein, as set forth in the Credit Agreement referred to therein).

In consideration of the foregoing, the undersigned hereby:

(i) represents that it has been duly authorized by the New Secured Parties to become a party to the Collateral Agreement on behalf of the New Secured Parties under that certain [DESCRIBE OPERATIVE AGREEMENT] (the “**New Agreement**” and the obligations under the New Agreement, the “**New Secured Obligations**”) and to act as the Authorized Representative for the New Secured Parties;

(ii) acknowledges that it has received a copy of the Collateral Agreement and each Intercreditor Agreement;

(iii) appoints and authorizes the Collateral Agent to take such action as agent on its behalf and on behalf of all other Secured Parties and to exercise such powers under the Collateral Agreement, each other Security Document applicable to the New Secured Parties and the Intercreditor Agreements as are delegated to the Collateral Agent by the terms thereof, together with all such powers as are reasonably incidental thereto;

(iv) accepts and acknowledges the terms of the Collateral Agreement and each other Security Document applicable to the New Secured Parties and each Intercreditor Agreement applicable to it and the New Secured Parties and agrees to serve as Authorized Representative for the New Secured Parties with respect to the New Secured Obligations and agrees on its own behalf and on behalf of the New Secured Parties to be bound by the terms thereof applicable to holders of Other First Lien Obligations, with all the rights and obligations of a Secured Party thereunder and bound by all the provisions thereof as fully as if it had been a Secured Party on the date of the Collateral Agreement and, if applicable, the Intercreditor Agreements and agrees that its address for receiving notices pursuant to the Security Documents and the Intercreditor Agreements shall be as follows:

[ADDRESS]

(v) confirms the authority of the Collateral Agent to enter into such agreements on its behalf and on behalf of the New Secured Parties and agrees on its own behalf and on behalf of the New Secured Parties to be bound by the terms thereof applicable to it and the New Secured Parties as fully as if it had been a party to each such agreement on behalf of itself and the New Secured Parties.

The Collateral Agent, by acknowledging and agreeing to this Other First Lien Secured Party Consent, accepts the appointment set forth in clause (iii) above.

THIS OTHER FIRST LIEN SECURED PARTY CONSENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS OTHER FIRST LIEN SECURED PARTY CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Other First Lien Secured Party Consent to be duly executed by its authorized officer as of the date first set forth above.

[NAME OF AUTHORIZED REPRESENTATIVE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Acknowledged and Agreed:

CEOC, LLC,  
for itself and on behalf of the other Pledgors

By: \_\_\_\_\_  
Name:  
Title:

**Form of Intellectual Property Security Agreement**

[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT dated as of [DATE] (this “Agreement”), made by [•], a [•] (the “Pledgor”), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

WHEREAS, under the Collateral Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CAESARS ENTERTAINMENT OPERATING COMPANY, INC., a Delaware corporation, CEOC, LLC, and each subsidiary of the Borrower (as defined in the Collateral Agreement) from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Pledgor, and has agreed as a condition thereof to execute this Agreement for recording with the [United States Patent and Trademark Office (“USPTO”)] [United States Copyright Office (“USCO”)].

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations when due, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

[(i) all Patents, including those listed on Schedule I;]

[(ii) all Copyrights, including those listed on Schedule II;]

[(iii) all Trademarks, including those listed on Schedule III;]

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property[, including any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act].

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Recordation.*** The Pledgor hereby requests and authorizes the [USPTO] [USCO] to record this Agreement against the IP Collateral.

SECTION 5. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. ***Governing Law.*** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[NAME OF PLEDGOR]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**SCHEDULE I**

**Patents**

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**SCHEDULE II**

**Copyrights**

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**SCHEDULE III**

**Trademarks**



**[FORM OF]  
SUBSIDIARY GUARANTEE AGREEMENT**

This SUBSIDIARY GUARANTEE AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Guaranty”), dated as of October 6, 2017, by and among each Subsidiary Loan Party from time to time party hereto (each individually a “Guarantor” and collectively, “Guarantors”), and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H :

WHEREAS, Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders, the Collateral Agent and the other parties thereto have entered into a Credit Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, replaced, substituted, supplemented or otherwise modified from time to time, the “Credit Agreement”), providing for the making of Loans to and the issuance of and participation in Letters of Credit;

WHEREAS, it is a condition to the making of Loans to and the issuance of and participation in Letters of Credit under the Credit Agreement that each Guarantor shall have executed and delivered this Guaranty;

WHEREAS, the Cash Management Banks and Hedge Banks may provide financial accommodations under the Secured Cash Management Agreements and Secured Swap Agreements to the Loan Parties from time to time; and

WHEREAS, each Guarantor will obtain benefits from the incurrence of Loans and the issuance of and participation in Letters of Credit under the Credit Agreement and from the provision of financial accommodations under Secured Cash Management Agreements and Secured Swap Agreements, and accordingly desires to execute this Guaranty in order to satisfy the condition described in the second preceding paragraph and to induce the Lenders to make Loans and to participate in Letters of Credit under the Credit Agreement and for each L/C Issuer to issue Letters of Credit under the Credit Agreement and the Cash Management Banks and Hedge Banks to provide Secured Cash Management Agreements and Secured Swap Agreements to the Loan Parties.

1. **DEFINITIONS.**

Capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement, unless otherwise defined herein. As used in this Guaranty, the following terms have the meanings specified below:

“Borrower” means (a) on the Closing Date, Caesars Entertainment Operating Company, Inc. and CEOC, LLC, jointly and severally, and (b) from and after the occurrence of the CEOC Merger, CEOC, LLC.

“Claiming Guarantor” has the meaning assigned to such term in Section 6(b).

“Collateral Agent” has the meaning assigned to such term in the introductory paragraph.

“Contributing Guarantor” has the meaning assigned to such term in Section 6(b).

“Credit Agreement” has the meaning assigned to such term in the recitals.

“Direct Obligations” means, with respect to any Loan Party, any Obligation of such Loan Party in its capacity as a counterparty obligor with respect to a Secured Swap Agreement or Secured Cash Management Agreement.

“Fraudulent Transfer Laws” has the meaning assigned to such term in Section 2(g).

“Guaranty” has the meaning assigned to such term in the introductory paragraph.

“Guaranteed Obligations” has the meaning assigned to such term in Section 2(a).

“Guarantor” has the meaning assigned to such term in the introductory paragraph.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding \$10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other Person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

## 2. THE GUARANTY.

(a) Guarantee of Guaranteed Obligations. Each Guarantor unconditionally guarantees to the Collateral Agent, jointly with the other Guarantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations for the ratable benefit of the Secured Parties (the “Guaranteed Obligations”); provided that (i) the Guaranteed Obligations of any Guarantor shall exclude any Excluded Swap Obligations with respect to such Guarantor and (ii) Guaranteed Obligations, as it applies to any Loan Party in its capacity as a Guarantor hereunder, shall exclude any Direct Obligations of such Loan Party. Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Guaranteed Obligation. To the extent permitted by applicable law, each Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

(b) Guarantee of Payment. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and, to the extent permitted by applicable law, waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other person.

(c) No Limitations. Except for termination of a Guarantor’s obligations hereunder as expressly provided for in Section 5(i), the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise (other than defense of payment in full in cash

or immediately available funds of the Guaranteed Obligations). Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by: (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document, Secured Swap Agreement, Secured Cash Management Agreement or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document, Secured Swap Agreement, Secured Cash Management Agreement or any other agreement, including with respect to any other Guarantor under this Guaranty (other than the payment in full in cash or immediately available funds of all the Guaranteed Obligations); (iii) the release of, or the failure to perfect any security interest in, or the exchange, substitution, release or any impairment of, any security held by the Collateral Agent or any other Secured Party for the Guaranteed Obligations; (iv) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations; (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a discharge of any Guarantor as a matter of law or equity (other than the payment in full in cash or immediately available funds of all the Guaranteed Obligations); (vi) any illegality, lack of validity or unenforceability of any Guaranteed Obligation; (vii) any change in the corporate existence, structure or ownership of the Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Guaranteed Obligation (other than the payment in full in cash or immediately available funds of all the Guaranteed Obligations); (viii) the existence of any claim, set-off or other rights that the Guarantor may have at any time against the Borrower, the Collateral Agent, any other Secured Party or any other corporation or person, whether in connection herewith or any unrelated transactions, provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim; and (ix) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Collateral Agent or any other Secured Party that might otherwise constitute a defense to, or a legal or equitable discharge of, the Borrower or any Guarantor or any other guarantor or surety (other than the payment in full in cash or immediately available funds of all the Guaranteed Obligations). To the fullest extent permitted by applicable law, (i) each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Guaranteed Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations, all without affecting the obligations of any Guarantor hereunder, (ii) each Guarantor waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than the payment in full in cash or immediately available funds of all the Guaranteed Obligations, (iii) the Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Guaranteed Obligations have been paid in full in cash or immediately available funds, and (iv) each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any other Loan Party, as the case may be, or any security.

(d) Reinstatement. Each Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

(e) Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Party in cash the amount of such unpaid Guaranteed Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Borrower or any other Loan Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall be fully subordinated to the payment in full in cash or immediately available funds of the Guaranteed Obligations (other than contingent or unliquidated obligations or liabilities to the extent no claim therefor has been made); provided that if any amount shall be paid to such Guarantor on account of such right of subrogation, contribution, reimbursement, indemnity or otherwise prior to the Termination Date and an Event of Default shall be continuing, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Collateral Agent to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with Section 5.02 of the Collateral Agreement. For the avoidance of doubt, notwithstanding any other provision of any Loan Document to the contrary, no such payment received from any Guarantor that is not a Qualified ECP Guarantor shall be applied by the Collateral Agent or any other Secured Party to the payment of any Excluded Swap Obligations.

(f) Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that neither the Collateral Agent nor any other Secured Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

(g) Maximum Liability. Each Guarantor, and by its acceptance of this Guaranty, the Collateral Agent for itself and on behalf of each Secured Party hereby confirms that it is the intention of all such persons that this Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law (collectively, "Fraudulent Transfer Laws") to the extent applicable to this Guaranty and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Collateral Agent, for itself and on behalf of each Secured Party, and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under this Guaranty at any time shall be limited to the maximum amount as will, after giving effect to any rights to contribution and/or subrogation pursuant to any agreement or arising under applicable law providing for an equitable contribution and/or subrogation among such Guarantor and the other Guarantors, result in the obligations of such Guarantor not constituting a fraudulent transfer or conveyance.

(h) Representations and Warranties. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the representations and warranties applicable to it thereunder. Each Guarantor also agrees that the representations and warranties contained in Article III of the Credit Agreement, insofar as the representations and warranties contained therein are applicable to such Guarantor and its properties, are true and correct in all material respects on each date on which such representations and warranties are repeated in accordance with the Loan Documents (except to the extent

they relate to any earlier date in which case they shall be true and correct in all material respects as of such earlier date), each representation and warranty set forth in Article III of the Credit Agreement (insofar as applicable as aforesaid) and all other terms of the Credit Agreement to which reference is made therein, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2(h).

(i) Covenants. Each Guarantor acknowledges and agrees that it is familiar with the Credit Agreement and the covenants applicable to it thereunder. Each Guarantor covenants and agrees that, at all times prior to the termination of this Guaranty in accordance with Section 5(i), it will be bound by all of the agreements, covenants and obligations contained in Articles V and VI of the Credit Agreement, to the extent applicable to such Guarantor, each such agreement, covenant and obligation contained in Articles V and VI of the Credit Agreement, together with all related definitions and ancillary provisions, being hereby incorporated into this Guaranty by this reference as though specifically set forth in this Section 2(i).

3. **FURTHER ASSURANCES.**

Each Guarantor agrees, upon the written request of the Collateral Agent at the direction of the Administrative Agent, to execute and deliver to the Collateral Agent, from time to time, any additional instruments or documents reasonably considered necessary by the Administrative Agent to cause this Guaranty to be, become or remain valid and effective in accordance with its terms.

4. **PAYMENTS FREE AND CLEAR OF TAXES.**

Each Guarantor agrees that such Guarantor will perform or observe all of the terms, covenants and agreements that Section 2.17 of the Credit Agreement requires such Guarantor to perform or observe, subject to the qualifications set forth therein.

5. **OTHER TERMS.**

(a) Entire Agreement. This Guaranty, together with the other Loan Documents, and, as applicable, the Secured Swap Agreements and Secured Cash Management Agreements, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to a guaranty of the loans and advances under the Loan Documents and of the financial accommodations under the Secured Swap Agreements and Secured Cash Management Agreements.

(b) Headings. The headings in this Guaranty are for convenience of reference only and are not part of the substance of this Guaranty.

(c) Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document shall survive the execution and delivery of this Guaranty and the other Loan Documents and any increase in Commitments under the Credit Agreement.

(d) Severability. Whenever possible, each provision of this Guaranty shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(e) Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be given as provided in Section 9.01 of the Credit Agreement.

(f) Successors and Assigns. Whenever in this Guaranty any Guarantor is referred to, such reference shall be deemed to include the permitted successors and assigns of such party (in accordance with the terms of the Credit Agreement); and all covenants, promises and agreements by any Guarantor that are contained in this Guaranty shall bind and inure to the benefit of its respective permitted successors and assigns.

(g) No Waiver; Cumulative Remedies; Amendments. No failure or delay by the Collateral Agent in exercising any right, power or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Collateral Agent hereunder are cumulative and are not exclusive of any rights, powers or remedies that it would otherwise have. No waiver of any provision of this Guaranty or consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be permitted by this Section 5(g), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Collateral Agent may have had notice or knowledge of such Default or Event of Default at the time. No notice or demand on any Guarantor in any case shall entitle any Guarantor to any other or further notice or demand in similar or other circumstances. Neither this Guaranty nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Guarantor or Guarantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

(h) Collateral Agent's Fees and Expenses, Indemnification. The Guarantors jointly and severally agree to pay, or cause to be paid, on demand, and to save the Secured Parties harmless against liability for, any and all reasonable and documented costs and expenses incurred or expended by any Secured Party in connection with this Guaranty, all in accordance with and subject to the terms of Section 9.05 of the Credit Agreement.

(i) Termination and Release.

(1) This Guaranty shall terminate on the Termination Date.

(2) A Guarantor shall automatically be released from its obligations hereunder in accordance with Section 9.18 of the Credit Agreement.

(3) In connection with any release pursuant to this Section 5(i), the Collateral Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such release. Any execution and delivery of documents pursuant to this Section 5(i) shall be without recourse to or warranty by the Collateral Agent.

(j) Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed signature page to this Guaranty by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Guaranty.

6. **INDEMNITY, SUBROGATION AND SUBORDINATION.**

(a) Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6(c)), the Borrower agrees that (i) in the event a payment shall be made by any Guarantor under this Guaranty in respect of any Guaranteed Obligation, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (ii) in the event any assets of any Guarantor shall be sold pursuant to this Guaranty or any other Security Document to satisfy in whole or in part a Guaranteed Obligation, the Borrower shall indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

(b) Contribution and Subrogation. Each Guarantor (a “Contributing Guarantor”) agrees (subject to Section 6(c)) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Guaranteed Obligation or assets of any other Guarantor shall be sold pursuant to any Security Document to satisfy any Guaranteed Obligation owed to any Secured Party and such other Guarantor (the “Claiming Guarantor”) shall not have been fully indemnified by the Borrower as provided in Section 6(a), the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as applicable, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 5.10(d) of the Credit Agreement, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6(b) shall be subrogated to the rights of such Claiming Guarantor under Section 6(a) to the extent of such payment.

(c) Subordination. Notwithstanding any provision of this Guaranty to the contrary, all rights of the Guarantors under Sections 6(a) and 6(b) and all other rights of indemnity, contribution or subrogation of any Guarantor under applicable law or otherwise shall be fully subordinated to the payment in full in cash or immediately available funds of the Guaranteed Obligations (other than contingent or unliquidated obligations or liabilities to the extent no claim therefor has been made). No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6(a) and 6(b) (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor with respect to its obligations hereunder, and each Guarantor shall remain liable for the full amount of the obligations of such Guarantor hereunder.

7. **SECURITY.**

To secure payment of each Guarantor’s obligations under this Guaranty, concurrently with the execution of this Guaranty, each Guarantor has entered into the Collateral Agreement and has entered into or may enter into certain other Security Documents pursuant to which each Guarantor has granted to the Collateral Agent for the benefit of the Lenders and the other Secured Parties, a security interest in the Collateral described therein.

8. **APPLICABLE LAW.**

THIS GUARANTY AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS GUARANTY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

9. **CONSENT TO JURISDICTION.**

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS GUARANTY SHALL AFFECT ANY RIGHT THAT ANY PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY IN THE COURTS OF ANY JURISDICTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY IN ANY NEW YORK STATE OR FEDERAL COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. EACH PARTY TO THIS GUARANTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 5(e). NOTHING IN THIS GUARANTY WILL AFFECT THE RIGHT OF ANY PARTY TO THIS GUARANTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10. **WAIVER OF JURY TRIAL.**

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF THE OTHER LOAN DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.



11. **RIGHT OF SET OFF.**

If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of any Guarantor against any of and all the obligations of such Guarantor now or hereafter existing under this Guaranty owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Guaranty and although such obligations may be unmatured. The rights of each Lender under this Section 11 are in addition to other rights and remedies (including other rights of set-off) that such Lender may have.

12. **ADDITIONAL SUBSIDIARIES.**

Upon execution and delivery by the Collateral Agent and any Subsidiary that is required to become a party hereto by Section 5.10 of the Credit Agreement (or otherwise elects to become a party hereto) of an instrument in the form of Exhibit I hereto, such Subsidiary shall become a Guarantor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Guaranty. The rights and obligations of each party to this Guaranty shall remain in full force and effect notwithstanding the addition of any new party to this Guaranty.

13. **APPLICABLE GAMING LAWS AND LIQUOR LAWS.**

The parties hereby incorporate by reference all of the terms and conditions of Section 9.22 of the Credit Agreement.

14. **KEEPWELL.**

Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under this Guaranty in respect of Swap Obligations (*provided, however*, that each Qualified ECP Guarantor shall only be liable under this Section 14 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 14, or otherwise under this Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Termination Date. Each Qualified ECP Guarantor intends that this Section 14 constitute, and this Section 14 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

190 FLAMINGO, LLC  
3535 LV CORP.  
AJP HOLDINGS, LLC  
AJP PARENT, LLC  
B I GAMING CORPORATION  
BALLY'S MIDWEST CASINO, INC.  
BL DEVELOPMENT CORP.  
CAESARS RIVERBOAT CASINO, LLC  
CAESARS TREX, INC.  
CAESARS UNITED KINGDOM, INC.  
CALIFORNIA CLEARING CORPORATION  
CASINO COMPUTER PROGRAMMING, INC.  
CHRISTIAN COUNTY LAND ACQUISITION  
COMPANY, LLC  
DURANTE HOLDINGS, LLC  
FLAMINGO-LAUGHLIN, INC.  
GRAND CASINOS OF BILOXI, LLC  
GRAND CASINOS OF MISSISSIPPI, LLC - GULFPORT  
GRAND CASINOS, INC.  
HARRAH SOUTH SHORE CORPORATION  
HARRAH'S ARIZONA CORPORATION  
HARRAH'S BOSSIER CITY INVESTMENT COMPANY, L.L.C.  
HARRAH'S INTERACTIVE INVESTMENT COMPANY  
HARRAH'S INTERNATIONAL HOLDING COMPANY, INC.  
HARRAH'S IOWA ARENA MANAGEMENT, LLC  
HARRAH'S MANAGEMENT COMPANY

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title:

HARRAH’S NC CASINO COMPANY, LLC  
HARRAH’S NORTH KANSAS CITY LLC  
HARRAH’S OPERATING COMPANY MEMPHIS,  
LLC  
HARRAH’S SHREVEPORT/BOSSIER CITY INVESTMENT  
COMPANY, LLC  
HARVEYS BR MANAGEMENT COMPANY, INC.  
HCAL, LLC  
HCR SERVICES COMPANY, INC.  
HEI HOLDING COMPANY ONE, INC.  
HEI HOLDING COMPANY TWO, INC.  
HOLE IN THE WALL, LLC  
HORSESHOE ENTERTAINMENT  
HORSESHOE GAMING HOLDING, LLC  
HORSESHOE GP, LLC  
HORSESHOE HAMMOND, LLC  
KOVAL HOLDINGS COMPANY, LLC  
KOVAL INVESTMENT COMPANY, LLC  
MARTIAL DEVELOPMENT CORP.  
NEW GAMING CAPITAL PARTNERSHIP, A NEVADA  
LIMITED PARTNERSHIP  
OCEAN SHOWBOAT, INC.  
PHW MANAGER, LLC  
PLAYERS HOLDING, LLC  
PLAYERS INTERNATIONAL, LLC  
RENO CROSSROADS LLC  
ROMAN ENTERTAINMENT CORPORATION OF  
INDIANA  
SHOWBOAT ATLANTIC CITY OPERATING COMPANY, LLC  
TRB FLAMINGO, LLC  
WINNICK HOLDINGS, LLC  
WINNICK PARENT, LLC

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title:

BALLY’S PARK PLACE LLC  
BENCO LLC  
BOARDWALK REGENCY LLC  
CAESARS ENTERTAINMENT FC LLC  
CAESARS NEW JERSEY LLC  
CAESARS PALACE LLC  
CAESARS PALACE REALTY LLC  
CAESARS WORLD LLC  
DESERT PALACE LLC  
GCI SPINCO LLC  
HARRAH’S ILLINOIS LLC  
HARRAH’S NEW ORLEANS MANAGEMENT  
COMPANY LLC  
HARVEYS IOWA MANAGEMENT COMPANY  
LLC  
HARVEYS TAHOE MANAGEMENT COMPANY  
LLC  
HBR REALTY COMPANY LLC  
HTM HOLDING LLC  
NEW ROBINSON PROPERTY GROUP LLC  
PARBALL LLC  
PLAYERS BLUEGRASS DOWNS LLC  
ROBINSON PROPERTY GROUP LLC  
ROMAN HOLDING COMPANY OF INDIANA LLC  
SHOWBOAT HOLDING LLC  
SOUTHERN ILLINOIS RIVERBOAT/CASINO  
CRUISES LLC  
TUNICA ROADHOUSE LLC

By:

Name: Randall Eisenberg

Title:

CAESARS MARKETING SERVICES LLC  
CAESARS WORLD MARKETING LLC  
CAESARS WORLD MERCHANDISING LLC

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title:

HARRAH'S CHESTER DOWNS INVESTMENT  
COMPANY, LLC  
HARRAH'S CHESTER DOWNS MANAGEMENT  
COMPANY, LLC  
CHESTER FACILITY HOLDING COMPANY, LLC

By: \_\_\_\_\_

Name: Randall Eisenberg

Title:

Exhibit M - 14

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Consented and Agreed to:

CEOC, LLC

By: \_\_\_\_\_

Name: Eric Hession

Title: Chief Financial Officer and Treasurer

Exhibit M - 15

Consented and Agreed to:

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.

By: \_\_\_\_\_  
Name: Randall Eisenberg  
Title:



Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Exhibit M - 17

SUPPLEMENT NO. \_\_\_\_ dated as of \_\_\_\_\_ (this “Supplement”), to the Subsidiary Guarantee Agreement dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty”), by and among each Subsidiary Loan Party from time to time party thereto (each individually a “Guarantor” and collectively, “Guarantors”), and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

A. Reference is made to the Credit Agreement dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Caesars Entertainment Operating Company, Inc., CEOC, LLC, the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders, the Collateral Agent and the other parties party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guaranty, as applicable.

C. The Guarantors have entered into the Guaranty in order to induce the Lenders to make Loans and to participate in Letters of Credit under the Credit Agreement and each L/C Issuer to issue Letters of Credit under the Credit Agreement and the Hedge Banks and Cash Management Banks to provide financial accommodations under the Secured Swap Agreements and Secured Cash Management Agreements. Section 12 of the Guaranty provides that additional Subsidiary Loan Parties may become Guarantors under the Guaranty by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “New Subsidiary”) is executing this Supplement to become a Guarantor under the Guaranty in order to induce the Lenders to make additional Loans and to participate in additional Letters of Credit and any L/C Issuer to issue additional Letters of Credit and as consideration for Loans previously made and any Letters of Credit previously issued and to induce the Hedge Banks and Cash Management Banks to provide financial accommodations under the Secured Swap Agreements and Secured Cash Management Agreements.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 12 of the Guaranty, the New Subsidiary by its signature below becomes a Guarantor under the Guaranty with the same force and effect as if originally named therein as a Guarantor and the New Subsidiary hereby agrees to all the terms and provisions of the Guaranty applicable to it as a Guarantor thereunder. In furtherance of the foregoing, the New Subsidiary does hereby guarantee to the Collateral Agent and the other Secured Parties the due and punctual payment and performance of the Guaranteed Obligations as set forth in the Guaranty. Each reference to a “Guarantor” in the Guaranty shall be deemed to include the New Subsidiary. The Guaranty is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors’ rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Collateral Agent shall have received a counterpart

of this Supplement that bears the signature of the New Subsidiary and (b) the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Guaranty shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.**

SECTION 6. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guaranty shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5(e) of the Guaranty.

SECTION 8. The recitals contained herein shall be taken as the statements of each of the Guarantors, and the Collateral Agent assumes no responsibility for the correctness of the same. The Collateral Agent makes no representations as to the validity or sufficiency of this Supplement.

[Signature Pages Follow]

Exhibit M - 19

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement as of the day and year first above written.

[Name of New Subsidiary]

by \_\_\_\_\_  
Name:  
Title:

Legal Name:

Jurisdiction of Formation:

Location of Chief  
Executive Office:

Exhibit M - 20

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[FORM OF]**

**FIRST LIEN INTERCREDITOR AGREEMENT**

dated as of

[ ], 20[ ]

among

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Authorized Representative under the Credit Agreement,

[ ],

as the Initial Other Authorized Representative,

each additional Authorized Representative from time to time party hereto,

CEOC, LLC

and

the Subsidiaries of CEOC, LLC from time to time party hereto

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FIRST LIEN INTERCREDITOR AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of [ ], among CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the First Lien Secured Parties (as defined below) (in such capacity and together with its successors in such capacity, the “**Collateral Agent**”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Authorized Representative for the Credit Agreement Secured Parties (in such capacity and together with its successors in such capacity, the “**Administrative Agent**”), [ ], as Authorized Representative for the Initial Other First Lien Secured Parties (in such capacity and together with its successors in such capacity, the “**Initial Other Authorized Representative**”), each additional Authorized Representative from time to time party hereto for the Other First Lien Secured Parties of the Series with respect to which it is acting in such capacity, CEOC, LLC (the “**Borrower**”) and each Subsidiary of the Borrower from time to time party hereto.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, the Administrative Agent (for itself and on behalf of the Credit Agreement Secured Parties), the Initial Other Authorized Representative (for itself and on behalf of the Initial Other First Lien Secured Parties), each additional Authorized Representative (for itself and on behalf of the Other First Lien Secured Parties of the applicable Series) and the Grantors agree as follows:

ARTICLE I.

Definitions

SECTION 1.01 ***Construction; Certain Defined Terms.***

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) unless otherwise expressly stated herein, all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term “or” is not exclusive.

(b) It is the intention of the First Lien Secured Parties of each Series that the holders of First Lien Obligations of such Series (and not the First Lien Secured Parties of any other Series) bear the risk of (i) any determination by a court of competent jurisdiction that (x) any of the First Lien Obligations of such Series are unenforceable under applicable law or are subordinated to any other obligations (other than another Series of First Lien Obligations), (y) any of the First Lien Obligations of such Series do not have an enforceable security interest in any of the Collateral securing any other Series of First Lien Obligations and/or (z) any intervening security interest exists securing any other obligations (other than another Series of First Lien Obligations, and after giving effect to any applicable intercreditor agreements (other than this Agreement)) on a basis ranking prior to the security interest of such Series of First Lien Obligations but junior to the security interest of any other Series of First Lien Obligations or (ii) the existence of any Collateral for any other Series of First Lien Obligations that is not Shared Collateral (any such condition referred to in the foregoing clauses (i) or (ii) with respect to any Series of First Lien Obligations, an “**Impairment**” of such Series). In the event of any Impairment with respect to any Series of First Lien Obligations, the results of such Impairment shall be borne solely by the holders of such Series of First Lien Obligations, and the rights of the holders of such Series of First Lien Obligations (including, without limitation, the right to receive distributions in respect of such Series of First Lien Obligations pursuant to Section 2.01) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of the Series of such First Lien Obligations subject to such Impairment. Additionally, in the event the First Lien Obligations of any Series are modified pursuant to applicable law (including, without limitation, pursuant to Section 1129 of the Bankruptcy Code), any reference to such First Lien Obligations or the Secured Credit Documents governing such First Lien Obligations shall refer to such obligations or such documents as so modified.

(c) Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Credit Agreement. As used in this Agreement, the following terms have the meanings specified below:

“**Administrative Agent**” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“**Agreement**” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“**Applicable Authorized Representative**” means, with respect to any Shared Collateral, (i) until the earlier of (x) the Discharge of Credit Agreement Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the Administrative Agent and (ii) from and after the earlier of (x) the Discharge of Credit Agreement Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the Major Non-Controlling Authorized Representative.

“**Authorized Representative**” means (i) in the case of any Credit Agreement Secured Obligations or the Credit Agreement Secured Parties, the Administrative Agent, (ii) in the case of the Initial Other First Lien Obligations or the Initial Other First Lien Secured Parties, the Initial Other Authorized Representative and (iii) in the case of any Series of Other First Lien Obligations or Other First Lien Secured Parties that become subject to this Agreement after the date hereof, the Authorized Representative named for such Series in the applicable Joinder Agreement.

“**Bankruptcy Case**” shall have the meaning assigned to such term in Section 2.05(b).

“**Bankruptcy Code**” shall mean Title 11 of the United States Code, as amended.

“**Bankruptcy Law**” shall mean the Bankruptcy Code and any similar Federal, state or foreign law for the relief of debtors.

“**Borrower**” shall have the meaning assigned to such term in the introductory paragraph of this Agreement.

“**Cash Management Obligations**” means, with respect to any Person, all obligations, whether now owing or hereafter arising, of such Person in respect of overdrafts or other liabilities owed to any other Person that arise from treasury, depository or cash management services, including any controlled disbursement, automated clearing house or other electronic transfers of funds, return items, interstate depository network services, credit cards, merchant cards purchase or debit cards, e-payable services or any similar transactions, including any services, agreements, arrangements and transactions of the type referred to in the definition of “Cash Management Agreement” in the Credit Agreement.

“**Collateral**” means all assets and properties subject to Liens created pursuant to any First Lien Security Document to secure one or more Series of First Lien Obligations.

“**Collateral Agent**” shall have the meaning assigned to such term in the introductory paragraph hereof.

“**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “**Controlling**” and “**Controlled**” shall have meanings correlative thereto.

“**Controlling Secured Parties**” means, with respect to any Shared Collateral, the Series of First Lien Secured Parties whose Authorized Representative is the Applicable Authorized Representative for such Shared Collateral.

“**Credit Agreement**” means that certain Credit Agreement, dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., the Borrower, the lending institutions from time to time parties thereto, the Administrative Agent and the other parties thereto as amended, restated, amended and restated, supplemented or otherwise modified, Refinanced or replaced from time to time, including, in the event such Credit Agreement is terminated or replaced and the Borrower subsequently enters into any “Credit Agreement” (as defined in the Initial Other First Lien Agreement (or the Equivalent Provision thereof)), the Credit Agreement designated by the Borrower to be the “Credit Agreement” hereunder.

“**Credit Agreement Documents**” means the Credit Agreement and the other “Loan Documents” as defined in the Credit Agreement (or any Equivalent Provision thereof).

“**Credit Agreement Obligations**” means all “Loan Obligations” (as defined in the Credit Agreement (or the Equivalent Provision thereof)), and all other obligations to pay principal, premium, if any, and interest (including any interest accruing after the commencement of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) when due and payable, and all other amounts due or to become due under or in connection with the Credit Agreement Documents and the performance of all other obligations of the obligors thereunder to the lenders and agents under the Credit Agreement Documents, according to the respective terms thereof.

“**Credit Agreement Secured Obligations**” means the “Obligations” as defined in the Credit Agreement (or the Equivalent Provision thereof).

“**Credit Agreement Secured Parties**” means the “Secured Parties” as defined in the Credit Agreement (or the Equivalent Provision thereof).

“**DIP Financing**” shall have the meaning assigned to such term in Section 2.05(b).

“**DIP Financing Liens**” shall have the meaning assigned to such term in Section 2.05(b).

“**DIP Lenders**” shall have the meaning assigned to such term in Section 2.05(b).

“**Discharge**” means, with respect to any Shared Collateral and any Series of First Lien Obligations, the date on which such Series of First Lien Obligations is no longer secured by such Shared Collateral. The term “**Discharged**” shall have a corresponding meaning.

“**Discharge of Credit Agreement Obligations**” means, with respect to any Shared Collateral, the Discharge of the Credit Agreement Obligations with respect to such Shared Collateral; provided that the Discharge of Credit Agreement Obligations shall not be deemed to have occurred in connection with a Refinancing of such Credit Agreement Obligations with additional First Lien Obligations secured by such Shared Collateral under an Other First Lien Agreement which has been designated in writing by the Borrower to the Collateral Agent and each other Authorized Representative as the “Credit Agreement” for purposes of this Agreement.

“**Equivalent Provision**” means, with respect to any reference to a specific provision of an agreement in effect on the date hereof (the “original agreement”), if such agreement is amended, restated, amended and restated, supplemented, modified or replaced after the date hereof in a manner permitted hereby, the provision in such amended, restated, amended and restated, supplemented, modified or replacement agreement that is the equivalent to such specific provision in such original agreement.

“**Event of Default**” shall have the meaning set forth in the Security Agreement (or the Equivalent Provision thereof).

“**First Lien Cash Management Obligations**” means any Cash Management Obligations secured by any Shared Collateral under the First Lien Security Documents.

**“First Lien Hedging Obligations”** means any Hedging Obligations secured by any Shared Collateral under the First Lien Security Documents.

**“First Lien Obligations”** means, collectively, (i) the Credit Agreement Secured Obligations, (ii) each Series of Other First Lien Obligations and (iii) any other First Lien Hedging Obligations and First Lien Cash Management Obligations (which shall be deemed to be part of the Series of Other First Lien Obligations to which they relate to the extent provided in the applicable Other First Lien Agreement).

**“First Lien Secured Parties”** means (i) the Credit Agreement Secured Parties and (ii) the Other First Lien Secured Parties with respect to each Series of Other First Lien Obligations.

**“First Lien Security Documents”** means the Security Agreement and each other agreement entered into in favor of the Collateral Agent for purposes of securing any Series of First Lien Obligations.

**“Grantors”** means the Borrower and each Subsidiary of the Borrower which has granted a security interest pursuant to any First Lien Security Document to secure two or more Series of First Lien Obligations.

**“Hedging Obligations”** means, with respect to any Person, the obligations of such Person under (a) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements, and currency exchange, interest rate or commodity collar agreements and (b) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices, including any agreements and obligations of the type referred to in the definition of “Swap Agreement” in the Credit Agreement (or the Equivalent Provision thereof).

**“Impairment”** shall have the meaning assigned to such term in Section 1.01(b).

**“Initial Other Authorized Representative”** shall have the meaning assigned to such term in the introductory paragraph to this Agreement.

**“Initial Other First Lien Agreement”** means [\_\_\_\_\_], as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

**“Initial Other First Lien Obligations”** means the Other First Lien Obligations arising under or pursuant to the Initial Other First Lien Agreement.

**“Initial Other First Lien Secured Parties”** means the holders of any Initial Other First Lien Obligations and the Initial Other Authorized Representative.

**“Insolvency or Liquidation Proceeding”** means:

(1) any case commenced by or against any Grantor under any Bankruptcy Law, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of any Grantor, any receivership or assignment for the benefit of creditors relating to any Grantor or any similar case or proceeding relative to any Grantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to any Grantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency (except for any voluntary liquidation, dissolution or other winding up to the extent permitted by the applicable Secured Credit Documents); or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of any Grantor are determined and any payment or distribution is or may be made on account of such claims.

**“Intervening Creditor”** shall have the meaning assigned to such term in Section 2.01(a).

**“Joinder Agreement”** means the Other First Lien Secured Party Consent, as defined in the Security Agreement in order to designate obligations as an additional Series of Other First Lien Obligations or a Refinancing of any Series of First Lien Obligations.

**“Lien”** shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease, any Master Lease or any Additional Lease or an agreement to sell be deemed to constitute a Lien.

**“Major Non-Controlling Authorized Representative”** means, with respect to any Shared Collateral, the Authorized Representative of the Series of Other First Lien Obligations that constitutes the largest outstanding principal amount of any then outstanding Series of First Lien Obligations with respect to such Shared Collateral.

**“New York UCC”** shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

**“Non-Controlling Authorized Representative”** means, at any time with respect to any Shared Collateral, any Authorized Representative that is not the Applicable Authorized Representative at such time with respect to such Shared Collateral.

**“Non-Controlling Authorized Representative Enforcement Date”** means, with respect to any Non-Controlling Authorized Representative, the date which is 180 days (throughout which 180 day period such Non-Controlling Authorized Representative was the Major Non-Controlling Authorized Representative) after the occurrence of both (i) an Event of Default (under and as defined in the Other First Lien Agreement under which such Non-Controlling Authorized Representative is the Authorized Representative) and (ii) the Collateral Agent’s and each other Authorized Representative’s receipt of written notice from such Non-Controlling Authorized Representative certifying that (x) such Non-Controlling Authorized Representative is the Major Non-Controlling Authorized Representative and that an Event of Default (under and as defined in the Other First Lien Agreement under which such Non-Controlling Authorized Representative is the Authorized Representative) has occurred and is continuing and (y) the First Lien

Obligations of the Series with respect to which such Non-Controlling Authorized Representative is the Authorized Representative are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the applicable Other First Lien Agreement; provided that the Non-Controlling Authorized Representative Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Shared Collateral (1) at any time the Administrative Agent or the Collateral Agent has commenced and is diligently pursuing any enforcement action with respect to such Shared Collateral, (2) at any time the Grantor that has granted a security interest in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding, or (3) if the acceleration of the First Lien Obligations of the Series with respect to which such Non-Controlling Authorized Representative is the Authorized Representative (if any) is rescinded in accordance with the terms of the applicable Other First Lien Agreement.

“**Non-Controlling Secured Parties**” means, with respect to any Shared Collateral, the First Lien Secured Parties which are not Controlling Secured Parties with respect to such Shared Collateral.

“**Other First Lien Agreement**” shall have the meaning given such term by the Security Agreement (or the Equivalent Provision thereof) and shall include the Initial Other First Lien Agreement.

“**Other First Lien Obligations**” shall have the meaning given such term by the Security Agreement (or the Equivalent Provision thereof) and shall include the Initial Other First Lien Obligations.

“**Other First Lien Secured Party**” means the holders of any Other First Lien Obligations and any Authorized Representative with respect thereto and shall include the Initial Other First Lien Secured Parties.

“**Person**” shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

“**Possessory Collateral**” means any Shared Collateral in the possession of the Collateral Agent (or its agents or bailees), to the extent that possession thereof perfects a Lien thereon under the Uniform Commercial Code of any jurisdiction or otherwise. Possessory Collateral includes, without limitation, any Certificated Securities, Promissory Notes, Instruments, and Chattel Paper, in each case, delivered to or in the possession of the Collateral Agent under the terms of the First Lien Security Documents. All capitalized terms used in this definition and not defined elsewhere in this Agreement have the meanings assigned to them in the New York UCC.

“**Proceeds**” shall have the meaning assigned to such term in Section 2.01(a).

“**Refinance**” means, in respect of any indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace or repay, or to issue other indebtedness or enter alternative financing arrangements, in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents,

borrowers and/or guarantors, and including in each case, but not limited to, after the original instrument giving rise to such indebtedness has been terminated and including, in each case, through any credit agreement, indenture or other agreement. “**Refinanced**” and “**Refinancing**” have correlative meanings.

“**Secured Credit Documents**” means (i) the Credit Agreement Documents, (ii) the Initial Other First Lien Agreement and (iii) each Other First Lien Agreement.

“**Security Agreement**” means the Collateral Agreement, dated as of October 6, 2017, by and among Caesars Entertainment Operating Company, Inc., the Grantors party thereto, the Collateral Agent and the Authorized Representatives from time to time party thereto, as the same may be amended, restated, amended and restated, supplemented or modified from time to time.

“**Series**” means (a) with respect to any First Lien Secured Parties, each of (i) the Credit Agreement Secured Parties (in their capacities as such), (ii) the Initial Other First Lien Secured Parties (in their capacities as such) and (iii) each group of Other First Lien Secured Parties that become subject to this Agreement after the date hereof, which are to be represented hereunder by a common Authorized Representative (in its capacity as such for such Other First Lien Secured Parties), each of which shall constitute a separate Series of Other First Lien Secured Parties for purposes of this Agreement and (b) with respect to any First Lien Obligations, each of (i) the Credit Agreement Secured Obligations, (ii) the Initial Other First Lien Obligations and (iii) each group of Other First Lien Obligations incurred pursuant to any Other First Lien Agreement, which are to be represented hereunder by a common Authorized Representative (in its capacity as such for such Other First Lien Obligations), each of which shall constitute a separate Series of Other First Lien Obligations for purposes of this Agreement.

“**Shared Collateral**” means, at any time, Collateral in which the holders of two or more Series of First Lien Obligations (or their respective Authorized Representatives or the Collateral Agent on behalf of such holders) hold a valid and perfected security interest or Lien at such time. If more than two Series of First Lien Obligations are outstanding at any time and the holders of less than all Series of First Lien Obligations hold a valid and perfected security interest in or Lien on any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of First Lien Obligations that hold a valid security interest in or Lien on such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in or Lien on such Collateral at such time.

“**subsidiary**” shall mean, with respect to any person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.



Priorities and Agreements with Respect to Shared Collateral

SECTION 2.01 *Priority of Claims.*

(a) Anything contained herein or in any of the Secured Credit Documents to the contrary notwithstanding (but subject to Section 1.01(b)), if an Event of Default has occurred and is continuing, and the Collateral Agent or any other First Lien Secured Party is taking action to enforce rights in respect of any Shared Collateral, or any distribution is made in respect of any Shared Collateral in any Bankruptcy Case of any Grantor or any First Lien Secured Party receives any payment pursuant to any intercreditor agreement (other than this Agreement) with respect to any Shared Collateral, the proceeds of any sale, collection or other liquidation of any such Collateral by any First Lien Secured Party or received by the Collateral Agent or any First Lien Secured Party pursuant to any such intercreditor agreement with respect to such Shared Collateral and proceeds of any such distribution (subject, in the case of any such distribution, to the sentence immediately following) to which the First Lien Obligations are entitled under any intercreditor agreement (other than this Agreement) (all proceeds of any sale, collection or other liquidation of any Collateral and all proceeds of any such distribution being collectively referred to as “**Proceeds**”), shall be applied by the Collateral Agent in the order specified in Section 5.02 of the Security Agreement (or the Equivalent Provision thereof). Notwithstanding the foregoing, with respect to any Shared Collateral for which a third party (other than a First Lien Secured Party) has a lien or security interest that is junior in priority to the security interest of any Series of First Lien Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute and after giving effect to any applicable intercreditor agreement (other than this Agreement)) to the security interest of any other Series of First Lien Obligations (such third party an “**Intervening Creditor**”), the value of any Shared Collateral or Proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Shared Collateral or Proceeds to be distributed in respect of the Series of First Lien Obligations with respect to which such Impairment exists.

(b) It is acknowledged that the First Lien Obligations of any Series may, subject to the limitations set forth in the then extant Secured Credit Documents and subject, to the extent applicable, to Section 2.08, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, Refinanced or otherwise amended or modified from time to time, all without affecting the priorities set forth in Section 2.01(a) or the provisions of this Agreement defining the relative rights of the First Lien Secured Parties of any Series.

(c) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any Series of First Lien Obligations granted on the Shared Collateral and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, or any other applicable law or the Secured Credit Documents or any defect or deficiencies in the Liens securing the First Lien Obligations of any Series or any other circumstance whatsoever (but, in each case, subject to Section 1.01(b)), each First Lien Secured Party hereby agrees that the Liens securing each Series of First Lien Obligations on any Shared Collateral shall be of equal priority.

**SECTION 2.02 *Actions with Respect to Shared Collateral; Prohibition on Contesting Liens.***

(a) Notwithstanding anything in this Agreement or any other Secured Credit Documents to the contrary, Collateral consisting of cash and cash equivalents pledged to secure Credit Agreement Obligations consisting of reimbursement obligations in respect of letters of credit or otherwise held by the Collateral Agent pursuant to Section 2.05(g), Section 2.11 or Section 2.22 or the Credit Agreement (or the Equivalent Provision thereof) shall be applied as specified in the Credit Agreement and will not constitute Shared Collateral.

(b) With respect to any Shared Collateral, (i) notwithstanding Section 2.01, only the Collateral Agent shall act or refrain from acting with respect to the Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), and then only on the instructions of the Applicable Authorized Representative, (ii) the Collateral Agent shall not follow any instructions with respect to such Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral) from any Non-Controlling Authorized Representative (or any other First Lien Secured Party other than the Applicable Authorized Representative) and (iii) no Non-Controlling Authorized Representative or other First Lien Secured Party (other than the Applicable Authorized Representative) shall or shall instruct the Collateral Agent to, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), whether under any First Lien Security Document, applicable law or otherwise, it being agreed that only the Collateral Agent (or any person authorized by it), acting on the instructions of the Applicable Authorized Representative and in accordance with the applicable First Lien Security Documents, shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral. Notwithstanding the equal priority of the Liens securing each Series of First Lien Obligations, the Collateral Agent (acting on the instructions of the Applicable Authorized Representative) may deal with the Shared Collateral as if such Applicable Authorized Representative had a senior Lien on such Collateral. No Non-Controlling Authorized Representative or Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Collateral Agent, the Applicable Authorized Representative or the Controlling Secured Party or any other exercise by the Collateral Agent, the Applicable Authorized Representative or the Controlling Secured Party of any rights and remedies relating to the Shared Collateral, or to cause the Collateral Agent to do so. The foregoing shall not be construed to limit the rights and priorities of any First Lien Secured Party, Collateral Agent or any Authorized Representative with respect to any Collateral not constituting Shared Collateral.

(c) Each of the Authorized Representatives agrees that it will not accept any Lien on any Collateral for the benefit of any Series of First Lien Obligations (other than funds deposited for the discharge or defeasance of any Secured Credit Documents governing such Series of First Lien Obligations) other than pursuant to the First Lien Security Documents, and by executing this Agreement (or a Joinder Agreement), each Authorized Representative and the Series of First Lien Secured Parties for which it is acting hereunder agree to be bound by the provisions of this Agreement and the other First Lien Security Documents applicable to it.

(d) Each of the First Lien Secured Parties agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity or enforceability of a Lien held by or on behalf of any of the First Lien Secured Parties in all or any part of the Collateral, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair (i) the rights of any of the Collateral Agent or any Authorized Representative to enforce this Agreement or (ii) the rights of any First Lien Secured Party from contesting or supporting any other Person in contesting the enforceability of any Lien purporting to secure First Lien Obligations constituting unmatured interest pursuant to Section 502(b)(2) of the Bankruptcy Code.

**SECTION 2.03 *No Interference; Payment Over.***

(a) Each First Lien Secured Party agrees that (i) it will not challenge or question in any proceeding the validity or enforceability of any First Lien Obligations of any Series or any First Lien Security Document or the validity, attachment, perfection or priority of any Lien under any First Lien Security Document or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any First Lien Secured Party from challenging or questioning the validity or enforceability of any First Lien Obligations constituting unmatured interest or the validity of any Lien relating thereto pursuant to Section 502(b)(2) of the Bankruptcy Code; (ii) it will not take or cause to be taken any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Shared Collateral by the Collateral Agent, (iii) except as provided in Section 2.02, it shall have no right to (A) direct the Collateral Agent or any other First Lien Secured Party to exercise any right, remedy or power with respect to any Shared Collateral (including pursuant to any intercreditor agreement) or (B) consent to the exercise by the Collateral Agent or any other First Lien Secured Party of any right, remedy or power with respect to any Shared Collateral, (iv) it will not institute any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against the Collateral Agent or any other First Lien Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Shared Collateral, and none of the Collateral Agent, any Applicable Authorized Representative or any other First Lien Secured Party shall be liable for any action taken or omitted to be taken by the Collateral Agent, such Applicable Authorized Representative or other First Lien Secured Party with respect to any Shared Collateral in accordance with the provisions of this Agreement, (v) it will not seek, and hereby waives any right, to have any Shared Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral and (vi) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any of the Collateral Agent or any other Authorized Representative to enforce this Agreement.

(b) Each First Lien Secured Party hereby agrees that if it shall obtain possession of any Shared Collateral or shall realize any Proceeds or payment in respect of any such Shared Collateral, pursuant to any First Lien Security Document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies (including pursuant to any intercreditor agreement), at any time prior to the Discharge of each Series of First Lien Obligations, then it shall hold such Shared Collateral, Proceeds or payment in trust for the other First Lien Secured Parties and promptly transfer such Shared Collateral, Proceeds or payment, as the case may be, to the Collateral Agent, to be distributed by the Collateral Agent in accordance with the provisions of Section 2.01(a) hereof.

**SECTION 2.04 *Automatic Release of Liens; Amendments to First Lien Security Documents.***

(a) If, at any time any Shared Collateral is transferred to a third party or otherwise disposed of, in each case, in connection with any enforcement by the Collateral Agent in accordance with the provisions of this Agreement, then (whether or not any Insolvency or Liquidation Proceeding is pending at the time) the Liens in favor of the Collateral Agent for the benefit of each Series of First Lien Secured Parties upon such Shared Collateral will automatically be released and discharged upon final conclusion of foreclosure proceeding; provided that any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to Section 2.01 hereof.

(b) Each First Lien Secured Party agrees that the Collateral Agent may enter into any amendment (and, upon request by the Collateral Agent, each Authorized Representative shall sign a consent to such amendment) to any First Lien Security Document (including, without limitation, to release Liens securing any Series of First Lien Obligations) so long as such amendment, subject to clause (d) below, is not prohibited by the terms of each then extant Secured Credit Document. Additionally, each First Lien Secured Party agrees that the Collateral Agent may enter into any amendment (and, upon request by the Collateral Agent, each Authorized Representative shall sign a consent to such amendment) to any First Lien Security Document solely as such First Lien Security Document relates to a particular Series of First Lien Obligations (including, without limitation, to release Liens securing such Series of First Lien Obligations) so long as (x) such amendment is in accordance with the Secured Credit Document pursuant to which such Series of First Lien Obligations was incurred and (y) such amendment does not adversely affect the rights of the First Lien Secured Parties of any other Series.

(c) Each Authorized Representative agrees to execute and deliver (at the sole cost and expense of the Grantors) all such authorizations and other instruments as shall reasonably be requested by the Collateral Agent to evidence and confirm any release of Shared Collateral or amendment to any First Lien Security Document provided for in this Section.

(d) In determining whether an amendment to any First Lien Security Document is not prohibited by this Section 2.04, the Collateral Agent may conclusively rely on a certificate of an officer of the Borrower stating that such amendment is not prohibited by Section 2.04(b) above.

SECTION 2.05 *Certain Agreements with Respect to Bankruptcy or Insolvency Proceedings.*

(a) This Agreement shall continue in full force and effect notwithstanding the commencement of any proceeding under the Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law by or against the Borrower or any of its subsidiaries.

(b) If any Grantor shall become subject to a case (a “**Bankruptcy Case**”) under the Bankruptcy Code and shall, as debtor(s)-in-possession, move for approval of financing (“**DIP Financing**”) to be provided by one or more lenders (the “**DIP Lenders**”) under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code, each First Lien Secured Party (other than any Controlling Secured Party or any Authorized Representative of any Controlling Secured Party) agrees that it will raise no objection to any such financing or to the Liens on the Shared Collateral securing the same (“**DIP Financing Liens**”) or to any use of cash collateral that constitutes Shared Collateral, unless any Controlling Secured Party, or an Authorized Representative of any Controlling Secured Party, shall then oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral (and (i) to the extent that such DIP Financing Liens are senior to the Liens on any such Shared Collateral for the benefit of the Controlling Secured Parties, each Non-Controlling Secured Party will subordinate its Liens with respect to such Shared Collateral on the same terms as the Liens of the Controlling Secured Parties (other than any Liens of any First Lien Secured Parties constituting DIP Financing Liens) are subordinated thereto, and (ii) to the extent that such DIP Financing Liens rank *pari passu* with the Liens on any such Shared Collateral granted to secure the First Lien Obligations of the Controlling Secured Parties, each Non-Controlling Secured Party will confirm the priorities with respect to such Shared Collateral as set forth herein), in each case so long as (A) the First Lien Secured Parties of each Series retain the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-a-vis all the other First Lien Secured Parties (other than any Liens of the First Lien Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case, (B) the First Lien Secured Parties of each Series are granted Liens on any additional collateral pledged to any First Lien Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-a-vis the First Lien Secured Parties (other than any Liens of the First Lien Secured Parties constituting DIP Financing Liens) as set forth in this Agreement, (C) if any amount of such DIP Financing or cash collateral is applied to repay any of the First Lien Obligations, such amount is applied pursuant to Section 2.01(a) of this Agreement, and (D) if any First Lien Secured Parties are granted adequate protection, including in the form of periodic payments, in connection with such DIP Financing or use of cash collateral, the proceeds of such adequate protection is applied pursuant to Section 2.01(a) of this Agreement; provided that the First Lien Secured Parties of each Series shall have a right to object to the grant of a Lien to secure the DIP Financing over any Collateral subject to Liens in favor of the First Lien Secured Parties of such Series or its Authorized Representative that shall not constitute Shared Collateral; and provided, further, that the First Lien Secured Parties receiving adequate protection shall not object to any other First Lien Secured Party receiving adequate protection comparable to any adequate protection granted to such First Lien Secured Parties in connection with a DIP Financing or use of cash collateral.

SECTION 2.06 ***Reinstatement.*** In the event that any of the First Lien Obligations shall be paid in full and such payment or any part thereof shall subsequently, for whatever reason (including an order or judgment for disgorgement of a preference under the Bankruptcy Code, or any similar law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Article II shall be fully applicable thereto until all such First Lien Obligations shall again have been paid in full in cash.

SECTION 2.07 ***Insurance.*** As between the First Lien Secured Parties, the Collateral Agent, acting at the direction of the Applicable Authorized Representative, shall have the right to adjust or settle any insurance policy or claim covering or constituting Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Shared Collateral.

SECTION 2.08 ***Refinancings.*** The First Lien Obligations of any Series may be Refinanced, in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is otherwise required to permit the refinancing transaction under any Secured Credit Document) of any First Lien Secured Party of any other Series, all without affecting the priorities provided for herein or the other provisions hereof; provided that the Authorized Representative of the holders of any such Refinancing indebtedness, if not already a party hereto, shall have executed a Joinder Agreement on behalf of the holders of such Refinancing indebtedness.

SECTION 2.09 ***Possessory Collateral Agent as Gratuitous Bailee/Agent for Perfection.***

(a) The Collateral Agent agrees to hold any Shared Collateral constituting Possessory Collateral that is part of the Collateral in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee and/or gratuitous agent for the benefit of each other First Lien Secured Party and any assignee solely for the purpose of perfecting the security interest granted in such Possessory Collateral, if any, pursuant to the applicable First Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09. Pending delivery to the Collateral Agent, each other Authorized Representative agrees to hold any Shared Collateral constituting Possessory Collateral, from time to time in its possession, as gratuitous bailee and/or gratuitous agent for the benefit of each other First Lien Secured Party and any assignee, solely for the purpose of perfecting the security interest granted in such Possessory Collateral, if any, pursuant to the applicable First Lien Security Documents, in each case, subject to the terms and conditions of this Section 2.09.

(b) The duties or responsibilities of the Collateral Agent and each other Authorized Representative under this Section 2.09 shall be limited solely to holding any Shared Collateral constituting Possessory Collateral as gratuitous bailee and/or gratuitous agent for the benefit of each other First Lien Secured Party for purposes of perfecting the Lien held by such First Lien Secured Parties therein.

(c) The agreement of the Collateral Agent to act as gratuitous bailee and/or gratuitous agent pursuant to this Section 2.09 is intended, among other things, to satisfy the requirements of Sections 8-106(d)(3), 8-301(a)(2), 9-104(a)(2) and 9-313(c) of the UCC.

ARTICLE III.

Existence and Amounts of Liens and Obligations

Whenever the Collateral Agent or any Authorized Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any First Lien Obligations of any Series, or the Shared Collateral subject to any Lien securing the First Lien Obligations of any Series, it may request that such information be furnished to it in writing by each other Authorized Representative and shall be entitled to make such determination on the basis of the information so furnished; provided, however, that if an Authorized Representative shall fail or refuse reasonably promptly to provide the requested information, the requesting Collateral Agent or Authorized Representative shall be entitled to make any such determination or not make any determination by such method as it may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate of the Borrower. The Collateral Agent and each Authorized Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Grantor, any First Lien Secured Party or any other person as a result of such determination.

ARTICLE IV.

The Collateral Agent

SECTION 4.01 *Appointment and Authority*.

(a) Each of the First Lien Secured Parties hereby irrevocably appoints Credit Suisse AG, Cayman Islands Branch to act on its behalf as the Collateral Agent hereunder and under each of the other First Lien Security Documents and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof or thereof, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any Grantor to secure any of the First Lien Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 4.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under any of the First Lien Security Documents, or for exercising any rights and remedies thereunder at the direction of the Applicable Authorized Representative, shall be entitled to the benefits of all provisions of this Article IV, Section 8.07, and Section 9.05 of the Credit Agreement (or the Equivalent Provision thereof) and the equivalent provision of any Other First Lien Agreement (as though such co-agents, sub-agents and attorneys-in-fact were the “Collateral Agent” under the First Lien Security Documents) as if set forth in full herein with respect thereto.

(b) Each Non-Controlling Secured Party acknowledges and agrees that the Collateral Agent shall be entitled, for the benefit of the First Lien Secured Parties, to sell, transfer or otherwise dispose of or deal with any Shared Collateral as provided herein and in the First Lien Security Documents, without regard to any rights to which Non-Controlling Secured Parties

would otherwise be entitled as a result of holding any First Lien Obligations. Without limiting the foregoing, each Non-Controlling Secured Party agrees that none of the Collateral Agent, the Applicable Authorized Representative or any other First Lien Secured Party shall have any duty or obligation first to marshal or realize upon any type of Shared Collateral (or any other Collateral securing any of the First Lien Obligations), or to sell, dispose of or otherwise liquidate all or any portion of such Shared Collateral (or any other Collateral securing any First Lien Obligations), in any manner that would maximize the return to the Non-Controlling Secured Parties, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of proceeds actually received by the Non-Controlling Secured Parties from such realization, sale, disposition or liquidation. Each of the First Lien Secured Parties waives any claim it may now or hereafter have against the Collateral Agent or the Authorized Representative of any other Series of First Lien Obligations or any other First Lien Secured Party of any other Series arising out of (i) any actions which the Collateral Agent, any Authorized Representative or any First Lien Secured Party takes or omits to take (including, actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the First Lien Obligations from any account debtor, guarantor or any other party) in accordance with the First Lien Security Documents or any other agreement related thereto or to the collection of the First Lien Obligations or the valuation, use, protection or release of any security for the First Lien Obligations, (ii) any election by any Applicable Authorized Representative or any holders of First Lien Obligations, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code or (iii) subject to Section 2.05, any borrowing by, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code by, the Borrower or any of its subsidiaries, as debtor-in-possession. Notwithstanding any other provision of this Agreement, the Collateral Agent shall not accept any Shared Collateral in full or partial satisfaction of any First Lien Obligations pursuant to Section 9-620 of the Uniform Commercial Code of any jurisdiction, without the consent of each Authorized Representative representing holders of First Lien Obligations for whom such Collateral constitutes Shared Collateral.

**SECTION 4.02 *Rights as a First Lien Secured Party.*** The Person serving as the Collateral Agent hereunder shall have the same rights and powers in its capacity as a First Lien Secured Party under any Series of First Lien Obligations that it holds as any other First Lien Secured Party of such Series and may exercise the same as though it were not the Collateral Agent and the term “First Lien Secured Party” or “First Lien Secured Parties” or (as applicable) “Credit Agreement Secured Party”, “Credit Agreement Secured Parties”, “Initial Other First Lien Secured Party”, “Initial Other First Lien Secured Parties”, “Other First Lien Secured Party” or “Other First Lien Secured Parties” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any subsidiary or other Affiliate thereof as if such Person were not the Collateral Agent hereunder and without any duty to account therefor to any other First Lien Secured Party.



SECTION 4.03 *Exculpatory Provisions.*

(a) The Collateral Agent shall not have any duties or obligations except those expressly set forth herein and in the other First Lien Security Documents. Without limiting the generality of the foregoing, the Collateral Agent:

(i) shall not be subject to any fiduciary or other implied duties of any kind or nature to any Person, regardless of whether an Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other First Lien Security Documents that the Collateral Agent is required to exercise as directed in writing by the Applicable Authorized Representative; provided that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any First Lien Security Document or applicable law;

(iii) shall not, except as expressly set forth herein and in the other First Lien Security Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity;

(iv) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Applicable Authorized Representative or (ii) in the absence of its own gross negligence or willful misconduct or (iii) in reliance on a certificate of an authorized officer of the Borrower stating that such action is not prohibited by the terms of this Agreement. The Collateral Agent shall be deemed not to have knowledge of any Event of Default under any Series of First Lien Obligations unless and until notice describing such Event of Default is given to the Collateral Agent by the Authorized Representative of such First Lien Obligations or the Borrower;

(v) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other First Lien Security Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other First Lien Security Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the First Lien Security Documents, (v) the value or the sufficiency of any Collateral for any Series of First Lien Obligations, or (v) the satisfaction of any condition set forth in any Secured Credit Document, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent;

(vi) shall not have any fiduciary duties or contractual obligations of any kind or nature under any Other First Lien Agreement (but shall be entitled to all protections provided to the Collateral Agent therein);

(vii) with respect to the Credit Agreement, any Other First Lien Agreement or any First Lien Security Document, may conclusively assume that the Grantors have complied with all of their obligations thereunder unless advised in writing by the Authorized Representative thereunder to the contrary specifically setting forth the alleged violation; and

(viii) may conclusively rely on any certificate of an officer of the Borrower provided pursuant to Section 2.04(d).

(b) Each First Lien Secured Party acknowledges that, in addition to acting as the initial Collateral Agent, Credit Suisse AG, Cayman Islands Branch also serves as Administrative Agent under the Credit Agreement and each First Lien Secured Party hereby waives any right to make any objection or claim against Credit Suisse AG, Cayman Islands Branch (or any successor Collateral Agent or any of their respective counsel) based on any alleged conflict of interest or breach of duties arising from the Collateral Agent also serving as the Administrative Agent.

(c) Each First Lien Secured Party hereby waives any claim it may now or hereafter have against the Collateral Agent, any Authorized Representative of any other Series of First Lien Obligations or any other First Lien Secured Party of any other Series of First Lien Obligations arising out of (i) any actions which the Collateral Agent (or any of its representatives), any such Authorized Representative (or any of its representatives) or any such First Lien Secured Party takes or omits to take (including actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, disposition, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the First Lien Obligations from any account debtor, guarantor or any other party) in accordance with any relevant First Lien Security Documents, or any other agreement related thereto, or to the collection of the First Lien Obligations or the valuation, use, protection or release of any security for the First Lien Obligations; provided that nothing in this clause (i) shall be construed to prevent or impair the rights of the Collateral Agent or any Authorized Representative to enforce this Agreement, (ii) any election by the Collateral Agent (or any of its agents) or the Applicable Authorized Representative or any other First Lien Secured Party, in any proceeding instituted under the Bankruptcy Code or any similar provision in any applicable Bankruptcy Law, of the application of Section 1111(b) of the Bankruptcy Code or any similar provision in any applicable Bankruptcy Law, or (iii) subject to Section 2.05, any borrowing by, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code or any similar provision in any applicable Bankruptcy Law by, the Borrower or any of its Subsidiaries, as debtor-in-possession.

**SECTION 4.04 *Reliance by Collateral Agent.*** The Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have

been signed, sent or otherwise authenticated by the proper Person. The Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. The Collateral Agent may consult with legal counsel (who may include, but shall not be limited to counsel for the Borrower or counsel for the Administrative Agent), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**SECTION 4.05 *Delegation of Duties.*** The Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other First Lien Security Document by or through any one or more sub-agents appointed by the Collateral Agent. The Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Affiliates of the Collateral Agent and any such sub-agent.

**SECTION 4.06 *Resignation of Collateral Agent.*** The Collateral Agent may at any time give notice of its resignation as Collateral Agent under this Agreement and the other First Lien Security Documents to each Authorized Representative and the Borrower. Upon receipt of any such notice of resignation, the Applicable Authorized Representative shall have the right (subject, unless an Event of Default relating to the commencement of an Insolvency or Liquidation Proceeding has occurred and is continuing, to the consent of the Borrower (not to be unreasonably withheld or delayed)), to appoint a successor, which shall be a bank or trust company with an office in the United States, or an Affiliate of any such bank or trust company with an office in the United States. If no such successor shall have been so appointed by the Applicable Authorized Representative and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the First Lien Secured Parties, appoint a successor Collateral Agent meeting the qualifications set forth above; provided that if the Collateral Agent shall notify the Borrower and each Authorized Representative that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Collateral Agent shall be discharged from its duties and obligations hereunder and under the other First Lien Security Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the First Lien Secured Parties under any of the First Lien Security Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the perfection of the security interests of the First Lien Secured Parties therein until such time as a successor Collateral Agent is appointed but with no obligation to take any further action at the request of the Applicable Authorized Representative, any other First Lien Secured Parties or any Grantor) and (b) all payments, communications and determinations provided to be made by, to or through the Collateral Agent shall instead be made by or to each Authorized Representative directly, until such time as the Applicable Authorized Representative appoints a successor Collateral Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Collateral Agent hereunder and under the First Lien Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Collateral Agent, and the retiring Collateral Agent shall be discharged from all of its duties and obligations hereunder and under the other First Lien Security Documents (if not

already discharged therefrom as provided above in this Section). After the retiring Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 8.07 and Section 9.05 of the Credit Agreement (or, in each case, the Equivalent Provision thereof) and the equivalent provision of any Other First Lien Agreement shall continue in effect for the benefit of such retiring Collateral Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Collateral Agent was acting as Collateral Agent. Upon any notice of resignation of the Collateral Agent hereunder and under the other First Lien Security Documents, the Borrower agrees to use commercially reasonable efforts to transfer (and maintain the validity and priority of) the Liens in favor of the retiring Collateral Agent under the First Lien Security Documents to the successor Collateral Agent as promptly as practicable.

SECTION 4.07 ***Non-Reliance on Collateral Agent and Other First Lien Secured Parties***. Each First Lien Secured Party acknowledges that it has, independently and without reliance upon the Collateral Agent, any Authorized Representative or any other First Lien Secured Party or any of their Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Secured Credit Documents. Each First Lien Secured Party also acknowledges that it will, independently and without reliance upon the Collateral Agent, any Authorized Representative or any other First Lien Secured Party or any of their Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Secured Credit Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 4.08 ***Collateral and Guaranty Matters***. Each of the First Lien Secured Parties irrevocably authorizes the Collateral Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any First Lien Security Document in accordance with Section 2.04 or upon receipt of a written request from the Borrower stating that the release of such Lien is not prohibited by the terms of each applicable Secured Credit Document, on which the Collateral Agent may conclusively rely;

(b) to release any Grantor from its obligations under the First Lien Security Documents upon receipt of a written request from the Borrower stating that such release is not prohibited by the terms of each applicable Secured Credit Document, on which the Collateral Agent may conclusively rely.

ARTICLE V.

Miscellaneous

SECTION 5.01 **Notices.** All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

- (a) if to the Collateral Agent, the Administrative Agent or any Grantor, to it as provided in the Credit Agreement;
- (b) if to the Initial Other Authorized Representative, to it as provided in the Initial Other First Lien Agreement;
- (c) if to any other Authorized Representative, to it at the address set forth in the applicable Joinder Agreement.

Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt (if a Business Day) and on the next Business Day thereafter (in all other cases) if delivered by hand or overnight courier service or sent by facsimile or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 5.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 5.01. As agreed to in writing among the Collateral Agent and each Authorized Representative from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 5.02 ***Waivers; Amendment; Joinder Agreements.***

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be terminated, waived, amended or modified (other than pursuant to any Joinder Agreement) except pursuant to an agreement or agreements in writing entered into by each Authorized Representative, the Collateral Agent and the Borrower. Notwithstanding anything in this Section 5.02(b) to the contrary, this Agreement may be amended from time to time at the request of the Borrower and without the consent of any Authorized Representative, the Collateral Agent or any First Lien Secured Party to add other parties holding Other First Lien Obligations (or any agent or trustee therefor) to the extent such obligations are not prohibited by any Secured Credit Document. Each party to this Agreement agrees that at the request of the Borrower, without the consent of any First Lien Secured Party, each of the Authorized Representatives shall execute and deliver an acknowledgment and confirmation of such modifications and/or enter into an amendment, a restatement, an amendment and restatement or a supplement of this Agreement to facilitate such modifications (it being understood that such actions shall not be required for the effectiveness of any such modifications).

(c) Notwithstanding the foregoing, without the consent of any First Lien Secured Party, any Authorized Representative may become a party hereto by execution and delivery of a Joinder Agreement in accordance with Section 7.23 of the Security Agreement (or the Equivalent Provision thereof) and upon such execution and delivery, such Authorized Representative and the Other First Lien Secured Parties and Other First Lien Obligations of the Series for which such Authorized Representative is acting shall be subject to the terms hereof and the terms of the other First Lien Security Documents applicable thereto.

SECTION 5.03 ***Parties in Interest.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other First Lien Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement.

SECTION 5.04 ***Survival of Agreement.*** All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 5.05 ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or via electronic mail shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5.06 ***Severability.*** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.07 ***Governing Law.*** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 5.08 ***Submission to Jurisdiction; Waivers.*** The Collateral Agent and each Authorized Representative, on behalf of itself and the First Lien Secured Parties of the Series for whom it is acting, irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the First Lien Security Documents, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the state and federal courts located in New York City and appellate courts from any thereof and waives any objection to any action instituted hereunder in any such court based on forum non conveniens, and any objection to the venue of any action instituted hereunder in any such court;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Authorized Representative) at the address referred to in Section 5.01;

(d) agrees that nothing herein shall affect the right of any other party hereto (or any First Lien Secured Party) to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 5.08 any special, exemplary, punitive or consequential damages.

SECTION 5.09 ***WAIVER OF JURY TRIAL.*** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.09.

SECTION 5.10 ***Headings.*** Article, Section and Annex headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.11 ***Conflicts.*** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Secured Credit Documents or First Lien Security Documents, the provisions of this Agreement shall control.

SECTION 5.12 ***Provisions Solely to Define Relative Rights.*** The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First Lien Secured Parties in relation to one another. None of the Borrower, any other Grantor or any

other creditor thereof shall have any obligations hereunder, except as expressly provided in this Agreement (provided that nothing in this Agreement (other than Sections 2.04, 2.05, 2.08, 2.09, 5.02(c), 5.11 and 5.12) is intended to or will amend, waive or otherwise modify the provisions of the Credit Agreement or any Other First Lien Agreements and the Borrower and the other Grantors may rely on such provisions). Nothing in this Agreement is intended to or shall impair the obligations of any Grantor, which are absolute and unconditional, to pay the First Lien Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 5.13 ***Integration.*** This Agreement together with the other Secured Credit Documents and the First Lien Security Documents represents the agreement of each of the Grantors and the First Lien Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Grantor, the Collateral Agent, or any other First Lien Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Secured Credit Documents or the First Lien Security Documents.

SECTION 5.14 ***Junior Lien Intercreditor Agreements.*** The Collateral Agent, the Administrative Agent, the Initial Other Authorized Representative and each other Authorized Representative hereby appoint the Collateral Agent to act as agent on their behalf pursuant to and in connection with the execution of any intercreditor agreements governing any Liens on the Shared Collateral junior to Liens securing the First Lien Obligations that are incurred on or following the date hereof in compliance with the Secured Credit Documents. The Collateral Agent, solely in such capacity under any such intercreditor agreements, shall take direction from the Applicable Authorized Representative with respect to the Shared Collateral.

[Remainder of this page intentionally left blank]



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

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[INITIAL OTHER AUTHORIZED REPRESENTATIVE],**  
as Initial Other Authorized Representative

By: \_\_\_\_\_  
Name:  
Title:

**CEOC, LLC,**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**[OTHER GRANTORS],**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

[FORM OF]

SECOND LIEN INTERCREDITOR AGREEMENT

dated as of

[ ], 20[ ]

among

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Credit Agreement Agent,

[ ],

as Initial Second Priority Agent,

each additional First Lien Agent and Second Priority Agent from time to time party hereto,

CEOC, LLC

and

the Subsidiaries of CEOC, LLC from time to time party hereto

Exhibit O - 1

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Exhibits

Exhibit A	Form of Joinder Agreement (Other First Priority Lien Obligations)
Exhibit B	Form of Joinder Agreement (Other Second Priority Lien Obligations)

**[FORM OF]**  
**SECOND LIEN INTERCREDITOR AGREEMENT**

THIS SECOND LIEN INTERCREDITOR AGREEMENT is dated as of [\_\_\_\_], among CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Agent, each Other First Priority Lien Obligations Agent from time to time party hereto, each in its capacity as First Lien Agent, [\_\_\_\_], as Initial Second Priority Agent, each Other Second Priority Lien Obligations Agent from time to time party hereto, each in its capacity as Second Priority Agent, CEOC, LLC (the “**Borrower**”) and each Subsidiary of the Borrower from time to time party hereto.

WHEREAS, the Borrower is party to the Credit Agreement dated as of October 6, 2017 (as amended, restated, amended and restated, replaced, Refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among Caesars Entertainment Operating Company, Inc., the Borrower, the lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent and the other parties thereto; and

WHEREAS, [\_\_\_\_] is party to the [\_\_\_\_] dated as of [\_\_\_\_] (as amended, restated, amended and restated, replaced, Refinanced, supplemented or otherwise modified from time to time, the “**Initial Second Priority Agreement**”), among [\_\_\_\_].

WHEREAS, the Loan Parties may from time to time become parties to Other First Priority Lien Obligations Credit Documents and/or Other Second Priority Lien Obligations Credit Documents.

Accordingly, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1. Definitions.**

*1.1 Defined Terms.* As used in this Agreement, the following terms have the meanings specified below:

“**Affiliate**” shall mean, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

“**Agreement**” shall mean this Second Lien Intercreditor Agreement, as amended, restated, amended and restated, renewed, extended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Bankruptcy Code**” shall mean Title 11 of the United States Code, as amended.

“**Bankruptcy Law**” shall mean the Bankruptcy Code and any similar Federal, state or foreign law for the relief of debtors.

“**Borrower**” shall have the meaning set forth in the recitals, and include the successors and permitted assigns of such entity in such capacity.

“**Cash Management Obligations**” means, with respect to any Person, all obligations, whether now owing or hereafter arising, of such Person in respect of overdrafts or other liabilities owed to any other Person that arise from treasury, depository or cash management services, including any controlled disbursement, automated clearing house or other electronic transfers of funds, return items, interstate depository network services, credit cards, merchant cards, purchase or debit cards, e-payable services or any similar transactions, including any services, agreements, arrangements and transactions of the type referred to in the definition of “Cash Management Agreement” in the Credit Agreement.

“**Common Collateral**” shall mean all of the assets of any Grantor, whether real, personal or mixed, constituting both Senior Lender Collateral and Second Priority Collateral, including without limitation any assets in which the First Lien Agents are automatically deemed to have a Lien pursuant to the provisions of Section 2.3.

“**Comparable Second Priority Collateral Document**” shall mean, in relation to any Common Collateral subject to any Lien created under any Senior Collateral Document, those Second Priority Collateral Documents that create a Lien on the same Common Collateral, granted by the same Grantor.

“**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “**Controlling**” and “**Controlled**” shall have meanings correlative thereto.

“**Credit Agreement**” shall have the meaning set forth in the recitals, and shall include, in the event such Credit Agreement is terminated or replaced and the Borrower subsequently enters into any “Credit Agreement” (as defined in the Initial Second Priority Agreement), the Credit Agreement designated by the Borrower to each then extant First Lien Agent and Second Priority Agent to be the “Credit Agreement” hereunder.

“**Credit Agreement Agent**” shall mean Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent for the Senior Lenders under the Credit Agreement and the other Credit Agreement Documents, together with its successors and permitted assigns in such capacity.

“**Credit Agreement Documents**” shall mean the Credit Agreement and the other “Loan Documents” as defined in the Credit Agreement.

“**Credit Agreement Obligations**” shall mean all “Loan Obligations” (as defined in the Credit Agreement), and all other obligations to pay principal, premium, if any, and interest, fees or other amounts (including any interest, fees or other amounts accruing after the commencement of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) when due and payable, and all other amounts due or to become due under or in connection with the Credit Agreement Documents and the performance of all other Obligations of the obligors thereunder to the lenders and agents under the Credit Agreement Documents, according to the respective terms thereof.

**“Credit Agreement Secured Obligations”** shall mean the “Obligations” as defined in the Credit Agreement.

**“DIP Cap Amount”** means, as of any date of determination, the product of (a) 115% and (b) the sum of (i) \$1,435,000,000; (ii) the amount of Indebtedness that the Borrower and the other Grantors are permitted to have outstanding and secured on a pari passu basis with the Credit Agreement Secured Obligations pursuant to Sections 2.21, 6.01(h), 6.01(r) and 6.01(ee) of the Credit Agreement on such date (as in effect on the date hereof, regardless of whether the Credit Agreement is then in effect); and (iii) without duplication of any amounts in clause (b)(ii), the aggregate face amount of letters of credit that the Borrower and the other Grantors are permitted to have outstanding pursuant to the Credit Agreement (as in effect on the date hereof, regardless of whether all or any such amounts are outstanding and regardless of whether the Credit Agreement is then in effect).

**“DIP Financing”** shall have the meaning set forth in Section 6.1.

**“Discharge of Senior Lender Claims”** shall mean, notwithstanding any discharge under any Insolvency or Liquidation Proceeding and except to the extent otherwise provided in Section 5.7 and Section 6.4, payment in full in cash (except for contingent indemnities and cost and reimbursement obligations to the extent no claim has been made) of (a) all Obligations in respect of all outstanding Senior Lender Claims and, with respect to letters of credit or letter of credit guaranties outstanding thereunder, delivery of cash collateral or backstop letters of credit in respect thereof in compliance with the Senior Lender Documents, in each case after or concurrently with the termination of all commitments to extend credit thereunder and (b) any other Senior Lender Claims that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid; provided that the Discharge of Senior Lender Claims shall not be deemed to have occurred if such payments are made with the proceeds of other Senior Lender Claims that constitute an exchange or replacement for or a refinancing of such Obligations or Senior Lender Claims. In the event the Senior Lender Claims are modified and the Obligations are paid over time or otherwise modified pursuant to Section 1129 of the Bankruptcy Code, the Senior Lender Claims shall be deemed to be discharged when the final payment is made, in cash, in respect of such indebtedness and any obligations pursuant to such new indebtedness shall have been satisfied.

**“First Lien Agent”** shall mean each of (a) the Credit Agreement Agent and (b) any Other First Priority Lien Obligations Agent.

**“First Priority Designated Agent”** shall mean such agent or trustee as is designated “First Priority Designated Agent” by the Senior Lenders pursuant to the terms of the Senior Lender Documents; provided that (i) as of the date of this Agreement and for so long as any Credit Agreement Obligations are the only Senior Lender Claims outstanding, the Credit Agreement Agent shall be the First Priority Designated Agent and (ii) if a First Lien Intercreditor Agreement (as defined in the Senior Collateral Agreement) among the First Lien Agents is then in effect, the Applicable Authorized Representative (as defined therein) shall be the First Priority Designated Agent.



**“Grantors”** shall mean the Borrower and each Subsidiary of the Borrower, in each case, that has executed and delivered both a Second Priority Collateral Document and a Senior Collateral Document.

**“Hedging Obligations”** means, with respect to any Person, the obligations of such Person under (a) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements, and currency exchange, interest rate or commodity collar agreements and (b) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices, including any agreements and obligations of the type referred to in the definition of “Swap Agreement” in the Credit Agreement.

**“Initial Second Priority Agreement”** shall have the meaning set forth in the recitals.

**“Initial Second Priority Claims”** shall mean all “[Obligations]” (as such term is defined in the Initial Second Priority Agreement) of the Borrower and other obligors under the Initial Second Priority Agreement or any of the other Initial Second Priority Documents, and all other obligations to pay principal, premium, if any, and interest, fees and other amounts (including any interest, fees and other amounts accruing after the commencement of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) when due and payable, and all other amounts due or to become due under or in connection with the Initial Second Priority Documents and the performance of all other Obligations of the obligors thereunder to the Initial Second Priority Secured Parties under the Initial Second Priority Documents, according to the respective terms thereof.

**“Initial Second Priority Collateral”** shall mean all of the assets of the Grantors, whether real, personal or mixed, with respect to which a Lien is granted as security for any Initial Second Priority Claim.

**“Initial Second Priority Collateral Agreement”** shall mean [\_\_\_\_\_], as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

**“Initial Second Priority Collateral Documents”** shall mean the Initial Second Priority Collateral Agreement and any other document or instrument pursuant to which a Lien is granted by any Grantor to secure any Initial Second Priority Claims or under which rights or remedies with respect to any such Lien are governed.

**“Initial Second Priority Documents”** shall mean (a) the Initial Second Priority Agreement and the Initial Second Priority Collateral Documents and (b) any other related document or instrument executed and delivered pursuant to any Initial Second Priority Document described in clause (a) above evidencing or governing any Obligations thereunder.

**“Initial Second Priority Secured Parties”** shall mean the holders of Initial Second Priority Claims, including the Initial Second Priority Agent.

**“Insolvency or Liquidation Proceeding”** shall mean (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Grantor or with respect to any of its assets, (c) any liquidation, dissolution, reorganization or winding up of any Grantor whether voluntary or involuntary and whether or not involving insolvency or bankruptcy (except for any voluntary liquidation, dissolution or other winding up to the extent permitted by the applicable Senior Lender Documents and Second Priority Documents) or (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

**“Lien”** shall mean, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease, any Master Lease, any Additional Lease or an agreement to sell be deemed to constitute a Lien.

**“Master Lease Intercreditor Agreements”** shall mean (a) the Intercreditor Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **“CPLV Intercreditor Agreement”**), by and among Caesars Entertainment Operating Company, Inc., the Borrower, each Subsidiary of the Borrower party thereto, the Credit Agreement Agent, CPLV Landlord, the lenders to the CPLV Landlord and each other party thereto from time to time, (b) the Intercreditor Agreement, dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **“Non-CPLV Intercreditor Agreement”**), by and among Caesars Entertainment Operating Company, Inc., the Borrower, each Subsidiary of the Borrower party thereto, the Credit Agreement Agent, Non-CPLV Landlord, the lenders to the Non-CPLV Landlord and each other party thereto from time to time and (c) each additional master lease intercreditor agreement entered into from time to time after the Closing Date, by and among the Borrower, each Subsidiary of the Borrower party thereto, the landlord party thereto and each other person from time to time party thereto in connection with any other Master Lease, Additional Master Lease or Additional Lease (each as defined in the Credit Agreement) (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time, an **“Additional Master Lease Intercreditor Agreement”**).

**“Obligations”** shall mean any principal, interest, fees, expenses (including any interest, fees and expenses accruing after the commencement of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), penalties, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and bankers’ acceptances), damages and other liabilities payable under the documentation governing any indebtedness.

**“Other First Priority Lien Obligations”** shall mean (a) all “Secured Obligations” as defined in the Senior Collateral Agreement (other than Credit Agreement Secured Obligations) and (b) any other indebtedness or Obligations (other than Credit Agreement Secured Obligations) of the Grantors that are to be secured with a Lien on the Common Collateral senior to the Liens securing the Initial Second Priority Claims and are designated by the Borrower as Other First Priority Lien Obligations hereunder.

**“Other First Priority Lien Obligations Agent”** shall mean, with respect to any Series of Other First Priority Lien Obligations or any separate facility within such Series, the Person elected, designated or appointed as the administrative agent, trustee, collateral agent or similar representative with respect to such Series or facility by or on behalf of the holders of such Series or facility, together with its successors and permitted assigns in such capacity.

**“Other First Priority Lien Obligations Credit Documents”** shall mean each of the agreements, documents and instruments providing for, evidencing or securing any Other First Priority Lien Obligations (including the Other First Priority Lien Obligations Security Documents) and any other related document or instrument executed or delivered pursuant to any Other First Priority Lien Obligations Credit Document at any time or otherwise evidencing or securing any indebtedness arising under any Other First Priority Lien Obligations Credit Document.

**“Other First Priority Lien Obligations Security Documents”** means any security agreement or any other document that creates Liens on any assets or properties of any Grantor to secure any Other First Priority Lien Obligations.

**“Other Second Priority Lien Obligations”** means (a) all “[Obligations]” as defined in the Initial Second Priority Collateral Agreement (other than Initial Second Priority Claims) and (b) any other indebtedness or Obligations (other than the Initial Second Priority Claims) of the Grantors that are to be equally and ratably secured with the Initial Second Priority Claims and are designated by the Borrower as Other Second Priority Lien Obligations hereunder.

**“Other Second Priority Lien Obligations Agent”** shall mean, with respect to any Series of Other Second Priority Lien Obligations or any separate facility within such Series, the Person elected, designated or appointed as the administrative agent, trustee, collateral agent or similar representative with respect to such Series or facility by or on behalf of the holders of such Series or facility, together with its successors and permitted assigns in such capacity.

**“Other Second Priority Lien Obligations Credit Documents”** means each of the agreements, documents and instruments providing for, evidencing or securing any Other Second Priority Lien Obligations and any other related document or instrument executed or delivered pursuant to any Other Second Priority Lien Obligations Credit Document at any time or otherwise evidencing or securing any indebtedness arising under any Second Priority Lien Obligations Credit Document.

**“Other Second Priority Secured Parties”** shall mean the Persons holding Other Second Priority Lien Obligations, including the Other Second Priority Lien Obligations Agents.

**“Person”** shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or government, individual or family trusts, or any agency or political subdivision thereof.

**“Pledged Collateral”** shall mean the Common Collateral in the possession of any First Lien Agent (or its agents or bailees), to the extent that possession thereof is necessary to perfect a Lien thereon under the Uniform Commercial Code.

**“Purchase Right”** shall have the meaning set forth in Section 5.8(b).

**“Recovery”** shall have the meaning set forth in Section 6.4.

**“Refinance”** shall mean, in respect of any indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace or repay, or to issue other indebtedness or enter alternative financing arrangements, in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, and including in each case, but not limited to, after the original instrument giving rise to such indebtedness has been terminated and including, in each case, through any credit agreement, indenture or other agreement. **“Refinanced”** and **“Refinancing”** have correlative meanings.

**“Required Lenders”** shall mean, with respect to any Senior Lender Documents, those Senior Lenders the approval of which is required to approve an amendment or modification of, termination or waiver of any provision of or consent to any departure from such Senior Lender Documents (or would be required to effect such consent under this Agreement if such consent were treated as an amendment of the Senior Lender Documents).

**“Second Priority Agents”** shall mean each of (a) the Initial Second Priority Agent and (b) any Other Second Priority Lien Obligations Agent.

**“Second Priority Claims”** shall mean the Initial Second Priority Claims and the Other Second Priority Lien Obligations.

**“Second Priority Collateral”** shall mean the Initial Second Priority Collateral and all of the assets of the Grantors, whether real, personal or mixed, with respect to which a Lien is granted or purports to be granted as security for any Second Priority Claim.

**“Second Priority Collateral Agreements”** shall mean the Initial Second Priority Collateral Agreement and any comparable agreement(s) with respect to any Other Second Priority Lien Obligations.

**“Second Priority Collateral Documents”** shall mean the Initial Second Priority Collateral Documents and any other agreement, document or instrument pursuant to which a Lien is now or hereafter granted securing any Second Priority Claims or under which rights or remedies with respect to such Liens are at any time governed.

**“Second Priority Designated Agent”** shall mean such agent or trustee as is designated “Second Priority Designated Agent” by the Second Priority Secured Parties holding a majority in principal amount of the Second Priority Claims then outstanding or by their Second Priority Agent; provided that as of the date of this Agreement and for so long as any Initial Second Priority Claims under the Initial Second Priority Agreement remain outstanding, the Initial Second Priority Agent shall be the designated Second Priority Designated Agent.

**“Second Priority Documents”** shall mean the Initial Second Priority Documents and any Other Second Priority Lien Obligations Credit Documents.

**“Second Priority Lien”** shall mean any Lien on any assets of any Grantor securing any Second Priority Claims.

**“Second Priority Secured Parties”** shall mean the Initial Second Priority Secured Parties and the Other Second Priority Secured Parties.

**“Second Priority Standstill Period”** shall have the meaning set forth in Section 3.1(a).

**“Senior Collateral Agreement”** shall mean the Collateral Agreement, dated as of October 6, 2017, among Caesars Entertainment Operating Company, Inc., the Borrower, the other Grantors party thereto, and Credit Suisse AG, Cayman Islands Branch, as collateral agent for the secured parties referred to therein, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

**“Senior Collateral Documents”** shall mean the Senior Collateral Agreement, the Other First Priority Lien Obligations Security Documents and any security agreement, mortgage or other agreement, document or instrument pursuant to which a Lien is now or hereafter granted securing any Senior Lender Claims or under which rights or remedies with respect to such Lien are at any time governed.

**“Senior Lender Cash Management Obligations”** shall mean any Cash Management Obligations secured by any Common Collateral under the Senior Collateral Documents.

**“Senior Lender Claims”** shall mean (a) the Credit Agreement Secured Obligations, including all accrued and unpaid interest whether or not such interest is allowed or allowable in any Insolvency or Liquidation Proceeding, (b) the Other First Priority Lien Obligations, including all accrued and unpaid interest whether or not such interest is allowed or allowable in any Insolvency or Liquidation Proceeding and (c) any other Senior Lender Hedging Obligations and Senior Lender Cash Management Obligations (which shall be deemed to be part of the Series of Other First Priority Lien Obligations to which they relate to the extent provided in the applicable Other First Priority Lien Obligations Credit Document).

**“Senior Lender Collateral”** shall mean all of the assets of the Grantors, whether real, personal or mixed, with respect to which a Lien is granted or purports to be granted as security for any Senior Lender Claim.

**“Senior Lender Documents”** shall mean the Credit Agreement Documents, the Other First Priority Lien Obligations Credit Documents, the Senior Collateral Documents and each of the other agreements, documents and instruments (including each agreement, document or instrument providing for or evidencing a Senior Lender Hedging Obligation or Senior Lender Cash Management Obligation) providing for, evidencing or securing any Senior Lender Claim, including, without limitation, any Credit Agreement Secured Obligations and any other related document or instrument executed or delivered pursuant to any such document at any time or otherwise evidencing or securing any Obligation arising under any such document.

**“Senior Lender Hedging Obligations”** shall mean any Hedging Obligations secured by any Common Collateral under the Senior Collateral Documents.

**“Senior Lenders”** shall mean the Persons holding Senior Lender Claims, including the First Lien Agents.

**“Series”** means (a) the Credit Agreement Secured Obligations and each series of Other First Priority Lien Obligations, each of which shall constitute a separate Series of Senior Lender Claims and (b) the Initial Second Priority Claims and each series of Other Second Priority Lien Obligations, each of which shall constitute a separate Series of Second Priority Claims.

**“Subsidiary”** shall mean, with respect to any person (herein referred to as the “parent”), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

**“Uniform Commercial Code”** or **“UCC”** shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

**1.2 Terms Generally.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “or” shall not be exclusive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified in accordance with this Agreement, (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections shall be construed to refer to Sections of this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

## **Section 2. Lien Priorities.**

**2.1 Subordination of Liens.** Notwithstanding (i) the date, time, method, manner or order of filing or recordation of any document or instrument or grant, attachment or perfection (including any defect or deficiency or alleged defect or deficiency in any of the foregoing) of any Liens granted to any Second Priority Agent or Second Priority Secured Parties on the Common Collateral or of any Liens granted to any First Lien Agent or Senior Lenders on the Common Collateral, (ii) any provision of the UCC, any Bankruptcy Law, or any applicable

law or the Second Priority Documents or the Senior Lender Documents, (iii) whether any First Lien Agent, either directly or through agents, holds possession of, or has control over, all or any part of the Common Collateral, (iv) the fact that any such Liens may be subordinated, voided, avoided, invalidated or lapsed or (v) any other circumstance of any kind or nature whatsoever, each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, hereby agrees that: (a) any Lien on the Common Collateral securing any Senior Lender Claims now or hereafter held by or on behalf of any First Lien Agent or any Senior Lenders or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall have priority over and be senior in all respects and prior to any Lien on the Common Collateral securing any Second Priority Claims and (b) any Lien on the Common Collateral securing any Second Priority Claims now or hereafter held by or on behalf of any Second Priority Agent or any Second Priority Secured Parties or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Common Collateral securing any Senior Lender Claims. All Liens on the Common Collateral securing any Senior Lender Claims shall be and remain senior in all respects and prior to all Liens on the Common Collateral securing any Second Priority Claims for all purposes, whether or not such Liens securing any Senior Lender Claims are subordinated to any Lien securing any other obligation of the Borrower, any other Grantor or any other Person.

**2.2 Prohibition on Contesting Liens.** Each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, and each First Lien Agent, for itself and on behalf of each Senior Lender in respect of which it serves as First Lien Agent, agrees that it shall not (and hereby waives any right to) take any action to challenge, contest or support any other Person in contesting or challenging, directly or indirectly, in any proceeding (including any Insolvency or Liquidation Proceeding), the validity, perfection, priority or enforceability of (a) a Lien securing any Senior Lender Claims held (or purported to be held) by or on behalf of any First Lien Agent or any of the Senior Lenders or any agent or trustee therefor in any Senior Lender Collateral or (b) a Lien securing any Second Priority Claims held (or purported to be held) by or on behalf of any Second Priority Secured Party in the Common Collateral, as the case may be; provided, however, that nothing in this Agreement shall be construed to prevent or impair the rights of any First Lien Agent or any Senior Lender to enforce this Agreement (including the priority of the Liens securing the Senior Lender Claims as provided in Section 2.1) or any of the Senior Lender Documents.

**2.3 No New Liens.** So long as the Discharge of Senior Lender Claims has not occurred and subject to Section 6, each Second Priority Agent agrees, for itself and on behalf of each applicable Second Priority Secured Party, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Grantor, that it shall not acquire or hold any Lien on any assets of the Borrower or any other Grantor securing any Second Priority Claims that are not also subject to the first-priority Lien in respect of the Senior Lender Claims under the Senior Lender Documents; provided that the foregoing shall not apply to any Regulation S-X Excluded Collateral (as defined in the Senior Collateral Agreement as in effect on the date hereof) to the extent any Series of Senior Lender Claims is not given a Lien thereon pursuant to the applicable Senior Lender Documents. If any Second Priority Agent or any Second Priority Secured Party shall (nonetheless and in breach hereof) acquire or hold any Lien on any collateral (other than any Regulation S-X Excluded Collateral) that is not also

subject to the first-priority Lien in respect of the Senior Lender Claims under the Senior Lender Documents, then such Second Priority Agent shall, without the need for any further consent of any party and notwithstanding anything to the contrary in any other document, be deemed to also hold and have held such lien for the benefit of the First Lien Agents as security for the Senior Lender Claims (subject to the lien priority and other terms hereof) and shall promptly notify each First Lien Agent in writing of the existence of such Lien and in any event take such actions as may be requested by any First Lien Agent to assign such Liens to the First Lien Agents (and/or their designees) as security for the applicable Senior Lender Claims or release such Liens. To the extent that the provisions of the immediately preceding sentence are not complied with for any reason, without limiting any other right or remedy available to any First Lien Agent or any other Senior Lender, each Second Priority Agent agrees, for itself and on behalf of the other Second Priority Secured Parties, that any amounts received by or distributed to any Second Priority Secured Party pursuant to or as a result of any Lien granted in contravention of this Section 2.3 shall be subject to Section 4.1 and Section 4.2. This Section 2.3 shall not be violated with respect to any Senior Lender Claims if the applicable First Lien Agent is given a reasonable opportunity to accept a Lien on any asset or property and either a Grantor or the applicable First Lien Agent states in writing that the applicable Senior Lender Documents prohibit such First Lien Agent from accepting a Lien on such asset or property, or such First Lien Agent otherwise expressly declines to accept a Lien on such asset or property.

**2.4 Perfection of Liens.** Neither the First Lien Agents nor the Senior Lenders shall be responsible for perfecting and maintaining the perfection of Liens with respect to the Common Collateral for the benefit of the Second Priority Agents and the Second Priority Secured Parties. The provisions of this Agreement are intended solely to govern the respective Lien priorities as between the Senior Lenders and the Second Priority Secured Parties and shall not impose on the First Lien Agents, the Second Priority Agents, the Second Priority Secured Parties or the Senior Lenders or any agent or trustee therefor any obligations in respect of the disposition of proceeds of any Common Collateral which would conflict with prior perfected claims therein in favor of any other Person or any order or decree of any court or governmental authority or any applicable law.

**2.5 Waiver of Marshalling.** Until the Discharge of Senior Lender Claims, each Second Priority Agent, on behalf of itself and the applicable Second Priority Secured Parties, agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Common Collateral or any other similar rights a junior secured creditor may have under applicable law.

**2.6 Nature Of Senior Lender Claims.** Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, acknowledges that (a) a portion of the Senior Lender Claims is revolving in nature and that the amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, (b) the terms of the Senior Lender Documents and the Senior Lender Claims may be amended, restated, amended and restated, supplemented or otherwise modified, and the Senior Lender Claims, or a portion thereof, may be Refinanced from time to time and (c) the aggregate amount of the Senior Lender Claims may be increased, in each case, without notice to or consent



by the Second Priority Agents or the Second Priority Secured Parties and without affecting the provisions hereof, except as otherwise expressly set forth herein. The Lien priorities provided for in Section 2.1 shall not be altered or otherwise affected by any amendment, restatement, amendment and restatement, supplement or other modification, or any Refinancing, of either the Senior Lender Claims or the Second Priority Claims, or any portion thereof. As between the Borrower and the other Grantors and the Second Priority Secured Parties, the foregoing provisions will not limit or otherwise affect the obligations of the Borrower and the other Grantors contained in any Second Priority Document with respect to the incurrence of additional Senior Lender Claims.

2.7 Certain Cash Collateral. Notwithstanding anything in this Agreement or any other Senior Lender Documents or Second Priority Documents to the contrary, collateral consisting of cash and deposit account balances pledged to secure Senior Lender Claims consisting of reimbursement obligations in respect of letters of credit or otherwise held by any First Lien Agent pursuant to Section 2.05 of the Credit Agreement shall be applied as specified in the Credit Agreement and will not constitute Common Collateral.

### **Section 3. Enforcement.**

#### **3.1 Exercise of Remedies**

(a) So long as the Discharge of Senior Lender Claims has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Grantor, (i) no Second Priority Agent or any Second Priority Secured Party will (x) exercise or seek to exercise any rights or remedies (including setoff or recoupment) with respect to any Common Collateral in respect of any applicable Second Priority Claims, or exercise any right under any lockbox agreement, control agreement, landlord waiver or bailee's letter or similar agreement or arrangement, or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure) with respect to any Common Collateral, (y) contest, protest or object to any foreclosure proceeding or action brought with respect to the Common Collateral by any First Lien Agent or any Senior Lender in respect of the Senior Lender Claims, the exercise of any right by any First Lien Agent or any Senior Lender (or any agent or sub-agent on their behalf) in respect of the Senior Lender Claims under any lockbox agreement, control agreement, management agreement, lease, landlord waiver or bailee's letter or similar agreement or arrangement to which any Second Priority Agent or any Second Priority Secured Party either is a party or may have rights as a third party beneficiary, or any other exercise by any such party, of any rights and remedies relating to the Common Collateral under the Senior Lender Documents or otherwise in respect of Senior Lender Claims or (z) object to the forbearance by the Senior Lenders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Common Collateral in respect of Senior Lender Claims and (ii) except as otherwise provided herein, each First Lien Agent and the Senior Lenders shall have the exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their debt) and make determinations regarding the release, disposition or restrictions with respect to the Common Collateral and to direct the time, method, and place for exercising such right or remedy or conducting any proceeding with respect thereto, without any consultation with or the consent of any Second Priority Agent or any Second Priority Secured Party; provided, however, that (A) any Second Priority Agent and the Second

Priority Secured Parties represented by it may exercise any or all such rights after the passage of a period of 180 days from the occurrence of both (i) an Event of Default (under and as defined in the applicable Second Priority Documents) and (ii) the date of delivery of a notice in writing to each First Lien Agent of such Second Priority Agent's or Second Priority Secured Party's intention to exercise its right to take such actions which notice shall specify that an "Event of Default" as defined in the applicable Second Priority Documents has occurred and as a result of such "Event of Default", the principal and interest under such Second Priority Documents have become due and payable (the "**Second Priority Standstill Period**") unless (i) a First Lien Agent has commenced and is diligently pursuing remedies with respect to any material portion of the Common Collateral (or such attempt is stayed by an Insolvency or Liquidation Proceeding), (ii) the Grantor that has granted a security interest in such Common Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding or (iii) the acceleration of the applicable Second Priority Claims is rescinded in accordance with the terms of the applicable Second Priority Documents and (B) (1) in any Insolvency or Liquidation Proceeding commenced by or against the Borrower or any other Grantor, each Second Priority Agent may file a proof of claim or statement of interest with respect to the applicable Second Priority Claims, (2) each Second Priority Agent may take any action (not adverse to the Liens on the Common Collateral securing the Senior Lender Claims, or the rights of either First Lien Agent or the Senior Lenders to exercise remedies in respect thereof) as necessary in order to create, prove, perfect, preserve or protect (but not enforce) its rights in, and perfection and priority of its Lien on, the Common Collateral, (3) in any Insolvency or Liquidation Proceeding commenced by or against the Borrower or any other Grantor, each Second Priority Agent may file any necessary or responsive pleadings in opposition to any motion, adversary proceeding or other pleading filed by any Person objecting to or otherwise seeking disallowance of the claim or Lien of such Second Priority Agent or Second Priority Secured Party, (4) each Second Priority Agent may file any pleadings, objections, motions, or agreements which assert rights available to unsecured creditors of the Borrower or any other Grantor arising under any Insolvency or Liquidation Proceeding or applicable non-bankruptcy law and (5) each Second Priority Agent and each Second Priority Secured Party may vote on any plan of reorganization in any Insolvency or Liquidation Proceeding of the Borrower or any other Grantor, in each case (B) (1) through (5) above to the extent such action is not inconsistent with, or could not result in a resolution inconsistent with, the terms of this Agreement. In exercising rights and remedies with respect to the Senior Lender Collateral, each First Lien Agent and the Senior Lenders may enforce the provisions of the Senior Lender Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise dispose of Common Collateral upon foreclosure, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured lender under the uniform commercial code of any applicable jurisdiction and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(b) So long as the Discharge of Senior Lender Claims has not occurred, each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, agrees that, except as expressly provided in the proviso to the first sentence of Section 3.1(a), it will not take or receive any Common Collateral or any proceeds of Common Collateral in connection with the exercise of any right or remedy (including setoff or recoupment) with respect to any Common Collateral in respect of the applicable Second Priority Claims. Without limiting the generality of

the foregoing, unless and until the Discharge of Senior Lender Claims has occurred, except as expressly provided in the proviso in clause (ii) of Section 3.1(a), the sole right of the Second Priority Agents and the Second Priority Secured Parties with respect to the Common Collateral is to hold a Lien on the Common Collateral in respect of the applicable Second Priority Claims pursuant to the Second Priority Documents, as applicable, for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after the Discharge of Senior Lender Claims has occurred.

(c) Subject to the proviso in clause (ii) of Section 3.1(a) above, (i) each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, agrees that no Second Priority Agent or other Second Priority Secured Party will take any action that would hinder any exercise of remedies undertaken by any First Lien Agent or Senior Lenders with respect to the Common Collateral under the Senior Lender Documents, including any sale, lease, exchange, transfer or other disposition of the Common Collateral, whether by foreclosure or otherwise, (ii) each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, hereby waives any and all rights it or any Second Priority Secured Party may have as a junior lien creditor or otherwise to object to the manner in which any First Lien Agent or Senior Lenders seek to enforce or collect the Senior Lender Claims or the Liens granted in any of the Senior Lender Collateral, regardless of whether any action or failure to act by or on behalf of any First Lien Agent or Senior Lenders is adverse to the interests of the Second Priority Secured Parties, and (iii) each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, hereby acknowledges that any Senior Lender may direct the First Priority Designated Agent to take actions to enforce rights or exercise remedies (v) in any manner in its sole discretion in compliance with applicable law, (w) without consultation with or the consent of any Second Priority Secured Parties, (x) regardless of whether or not an Insolvency or Liquidation Proceeding has commenced, (y) regardless of any provision of any Second Priority Documents (other than this Agreement) and (z) regardless of whether or not such exercise is adverse to the interest of any Second Priority Secured Parties.

(d) Each Second Priority Agent hereby acknowledges and agrees that no covenant, agreement or restriction contained in any applicable Second Priority Document shall be deemed to restrict in any way the rights and remedies of any First Lien Agent or Senior Lenders with respect to the Senior Lender Collateral as set forth in this Agreement and the Senior Lender Documents.

**3.2 Cooperation.** Subject to the proviso in clause (ii) of Section 3.1(a), each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, agrees that, unless and until the Discharge of Senior Lender Claims has occurred, it will not commence, or join with any Person (other than the Senior Lenders and any First Lien Agent upon the request thereof) in commencing, any enforcement, collection, execution, levy or foreclosure action or proceeding with respect to any Lien held by it in the Common Collateral under any of the applicable Second Priority Documents or otherwise in respect of the applicable Second Priority Claims relating to the Common Collateral.

3.3 Actions Upon Breach. If any Second Priority Secured Party, in contravention of the terms of this Agreement, in any way takes, attempts to or threatens to take any action with respect to the Common Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement), this Agreement shall create an irrebuttable presumption and admission by such Second Priority Secured Party that relief against such Second Priority Secured Party by injunction, specific performance and/or other appropriate equitable relief is necessary to prevent irreparable harm to the Senior Lenders and the Grantors, it being understood and agreed by each Second Priority Agent on behalf of each applicable Second Priority Secured Party that (i) the Senior Lenders' and the Grantors' damages from its actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Second Priority Secured Party irrevocably waives any defense that the Grantors and/or the Senior Lenders cannot demonstrate damage and/or can be made whole by the awarding of damages, any defense based on the adequacy of a remedy at law, and any other defense that might be asserted to bar the remedy of specific performance in any action that may be brought by any First Lien Agent, any other Senior Lender or any Grantor.

#### **Section 4. Payments.**

4.1 Application of Proceeds. So long as the Discharge of Senior Lender Claims has not occurred and regardless of whether an Insolvency or Liquidation Proceeding has been commenced, (x) the Common Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Common Collateral upon the exercise of remedies as a secured party (including setoff or recoupment) and (y) any recoveries or distributions received on account of any Common Collateral after the commencement of an Insolvency or Liquidation Proceeding, shall be applied by the First Lien Agents to the Senior Lender Claims in such order as specified in the relevant Senior Lender Documents until the Discharge of Senior Lender Claims has occurred. Upon the Discharge of Senior Lender Claims, subject to Section 5.7 hereof, each of the First Lien Agents shall deliver promptly to the Second Priority Designated Agent any Common Collateral or proceeds thereof held by it in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct to be applied by the Second Priority Designated Agent to the Second Priority Claims in such order as specified in the Second Priority Documents.

4.2 Payments Over. So long as the Discharge of Senior Lender Claims has not occurred and regardless of whether an Insolvency or Liquidation Proceeding has been commenced, (x) any Common Collateral or proceeds thereof received by any Second Priority Agent or any Second Priority Secured Party in connection with the sale or other disposition of, or collection on, such Common Collateral upon the exercise of remedies as a secured party (including setoff or recoupment) and (y) any recoveries or distributions received on account of any Common Collateral after the commencement of an Insolvency or Liquidation Proceeding, shall be segregated and held for the benefit of and forthwith paid over to the First Priority Designated Agent (and/or its designees) for the benefit of the Senior Lenders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. The First Lien Agents are each hereby individually authorized to make any such endorsements as agent for any Second Priority Agent or any such Second Priority Secured Party. This authorization is coupled with an interest and is irrevocable.

## Section 5. Other Agreements.

### 5.1 Releases.

(a) Subject to Section 5.7, if, at any time any Grantor or the holder of any Senior Lender Claim delivers notice to each Second Priority Agent that any specified Common Collateral (including all or substantially all of the equity interests of a Grantor or any of its Subsidiaries) (including for such purpose, in the case of the sale of equity interests in any Subsidiary, any Common Collateral held by such Subsidiary or any direct or indirect Subsidiary thereof) is:

(A) sold, transferred or otherwise disposed of:

(i) by the owner of such Common Collateral in a transaction not prohibited under the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the Initial Second Priority Agreement and each other Senior Lender Document and Second Priority Document (if any); or

(ii) prior to the Discharge of Senior Lender Claims, to the extent that any of the First Lien Agents has consented to such sale, transfer or disposition;

or

(B) otherwise released as permitted by the Credit Agreement and the Other First Priority Lien Obligations Credit Documents,

then (whether or not any Insolvency or Liquidation Proceeding is pending at the time) the Liens in favor of the Second Priority Secured Parties upon such Common Collateral will automatically be released and discharged as and when, but only to the extent, such Liens on such Common Collateral securing Senior Lender Claims are released and discharged. Upon delivery to each Second Priority Agent of a notice from any First Lien Agent or the Borrower stating that any release of Liens securing or supporting the Senior Lender Claims has become effective (or shall become effective upon each Second Priority Agent's release) (whether in connection with a sale of such assets by the relevant Grantor pursuant to the preceding sentence or otherwise), each Second Priority Agent will promptly execute and deliver such instruments, releases, termination statements or other documents confirming such release on customary terms. In the case of the sale of all or substantially all of the equity interests of a Grantor or any of its Subsidiaries, the guarantee in favor of the Second Priority Secured Parties, if any, made by such Grantor or Subsidiary will automatically be released and discharged as and when, but only to the extent, the guarantee by such Grantor or Subsidiary of Senior Lender Claims is released and discharged.

(b) Each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, hereby irrevocably constitutes and appoints each First Lien Agent and any officer or agent of such First Lien Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Second Priority Agent or such holder or in such First Lien Agent's own name, from time to time in such First Lien Agent's discretion, for the purpose of carrying out the terms of this Section 5.1, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Section 5.1, including any termination statements, endorsements or other instruments of transfer or release.

(c) Unless and until the Discharge of Senior Lender Claims has occurred, each Second Priority Agent, for itself and on behalf of each applicable Second Priority Secured Party, hereby consents to the application, whether prior to or after a default, of proceeds of Common Collateral to the repayment of Senior Lender Claims pursuant to the Senior Lender Documents; provided that nothing in this Section 5.1(c) shall be construed to prevent or impair the rights of the Second Priority Agents or the Second Priority Secured Parties to receive proceeds in connection with the Second Priority Claims not otherwise in contravention of this Agreement.

5.2 Insurance. Unless and until the Discharge of Senior Lender Claims has occurred, each First Lien Agent and the Senior Lenders shall have the sole and exclusive right, subject to the rights of the Grantors under the Senior Lender Documents, to adjust settlement for any insurance policy covering the Common Collateral in respect of the Second Priority Claims in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Common Collateral. Subject to the rights of the Grantors under the Senior Lender Documents and the Second Priority Documents, unless and until the Discharge of Senior Lender Claims has occurred, all proceeds of any such policy and any such award if in respect of the Common Collateral shall be paid (a) first, prior to the occurrence of the Discharge of Senior Lender Claims, to the First Lien Agents for the benefit of Senior Lenders pursuant to the terms of the Senior Lender Documents, (b) second, after the occurrence of the Discharge of Senior Lender Claims, to the Second Priority Agents for the benefit of the Second Priority Secured Parties pursuant to the terms of the applicable Second Priority Documents and (c) third, if no Second Priority Claims are outstanding, to the owner of the subject property, such other person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. If any Second Priority Agent or any Second Priority Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award in contravention of this Agreement, it shall pay such proceeds over to any First Lien Agent in accordance with the terms of Section 4.2.

5.3 Amendments to Second Priority Collateral Documents and Senior Collateral Documents.

(a) So long as the Discharge of Senior Lender Claims has not occurred, without the prior written consent of the First Lien Agents, no Second Priority Collateral Document may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any new Second Priority Collateral Document, would be prohibited by or inconsistent with any of the terms of this Agreement. So long as any Second Priority Claims remain outstanding, without the prior written consent of the Second Priority Agents, no Senior Collateral Document may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any new Senior Collateral Document, would be prohibited by or inconsistent with any of the terms of this Agreement. Each Second Priority Agent agrees that each applicable Second Priority Collateral Document executed as of the date hereof shall include the following language (or language to similar effect approved by the First Priority Designated Agent):

“Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the [insert the relevant Second Priority Agent] for the benefit of the [Secured Parties] pursuant to this agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent (and its

successors and permitted assigns), for the benefit of the secured parties referred to below, pursuant to the Collateral Agreement dated as of October 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time), among the [Borrower], the other “Pledgors” referred to therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent for the benefit of the secured parties referred to therein and other Senior Collateral Documents (as defined in the Second Lien Intercreditor Agreement (defined below)) and to the liens and security interests granted to any Other First Priority Lien Obligations Agent pursuant to any Other First Priority Lien Obligations Security Document (as amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time), and (ii) the exercise of any right or remedy by the [insert the relevant Second Priority Agent] hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement dated as of [\_\_\_\_\_] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Intercreditor Agreement**”), by and among Credit Suisse AG, Cayman Islands Branch in its capacity as Credit Agreement Agent, [\_\_\_\_\_] in its capacity as Initial Second Priority Agent and each other party thereto from time to time. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this agreement, the terms of the Second Lien Intercreditor Agreement shall govern.”

(b) In the event that the First Lien Agents or the Senior Lenders enter into any amendment, waiver or consent in respect of or replace any Senior Collateral Document for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Senior Collateral Document or changing in any manner the rights of the First Lien Agents, the Senior Lenders, the Borrower or any other Grantor thereunder (including the release of any Liens in Senior Lender Collateral), then such amendment, waiver or consent shall apply automatically to any comparable provision of each Comparable Second Priority Collateral Document without the consent of any Second Priority Agent or any Second Priority Secured Party and without any action by any Second Priority Agent or any Second Priority Secured Party; provided, that no such amendment, waiver or consent shall have the effect of (i) removing assets subject to the Lien of the Second Priority Collateral Documents, except to the extent that a release of such Lien is permitted by Section 5.1 and provided that there is a corresponding release of the Liens securing the Senior Lender Claims on such removed assets, (ii) imposing duties on any Second Priority Agent without its consent, (iii) permitting other Liens on the Common Collateral not permitted under the terms of the Second Priority Documents or Section 6 or (iv) materially adversely affecting the rights of the Second Priority Secured Parties or the interests of the Second Priority Secured Parties in the Second Priority Collateral and not the other creditors of the Borrower or the other applicable Grantor, as the case may be, that have a security interest in the affected collateral in a like or similar manner (without regard to the fact that the Lien of such Senior Collateral Document is senior to the Lien of the Comparable Second Priority Collateral Document). The relevant First Lien Agent shall give written notice of such amendment, waiver or consent to each Second Priority Agent within ten (10) days after the effective date of such amendment, waiver or consent; provided that the failure to give such notice shall not affect the effectiveness of such amendment, waiver or consent with respect to the provisions of any Second Priority Collateral Document as set forth in this Section 5.3(b).

5.4 Rights As Unsecured Creditors. The Second Priority Agents and the Second Priority Secured Parties may exercise rights and remedies as an unsecured creditor against the Borrower or any Grantor in accordance with the terms of the applicable Second Priority Documents and applicable law, in each case to the extent not inconsistent with the provisions of this Agreement. Nothing in this Agreement shall prohibit the receipt by any Second Priority Agent or any Second Priority Secured Party of the required payments of interest and principal so long as such receipt is not the direct or indirect result of (a) the exercise by any Second Priority Agent or any Second Priority Secured Party of rights or remedies as a secured creditor in respect of Common Collateral or (b) enforcement in contravention of this Agreement of any Lien on Common Collateral in respect of Second Priority Claims held by any of them. In the event any Second Priority Agent or any Second Priority Secured Party becomes a judgment lien creditor or other secured creditor in respect of Common Collateral as a result of its enforcement of its rights as an unsecured creditor in respect of Second Priority Claims or otherwise, such judgment or other lien shall be subordinated to the Liens securing Senior Lender Claims on the same basis as the other Liens securing the Second Priority Claims are so subordinated to such Liens securing Senior Lender Claims under this Agreement. Nothing in this Agreement impairs or otherwise adversely affects any rights or remedies the First Lien Agents or the Senior Lenders may have with respect to the Senior Lender Collateral.

5.5 First Lien Agents as Gratuitous Bailees for Perfection.

(a) Each First Lien Agent agrees to hold the Pledged Collateral that is part of the Common Collateral that is in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee and/or gratuitous agent for each Second Priority Agent and any assignee solely for the purpose of perfecting the security interest granted in such Pledged Collateral pursuant to the Second Priority Collateral Agreements, subject to the terms and conditions of this Section 5.5 (such bailment being intended, among other things, to satisfy the requirements of Sections 8-106(d)(3), 8-301(a)(2) and 9-313(c) of the UCC).

(b) In the event that any First Lien Agent (or its agent or bailees) has Lien filings against Intellectual Property (as defined in the Senior Collateral Agreement) that is part of the Common Collateral that are necessary for the perfection of Liens in such Common Collateral, such First Lien Agent agrees to hold such Liens as gratuitous bailee and/or gratuitous agent for each Second Priority Agent and any assignee solely for the purpose of perfecting the security interest granted in such Liens pursuant to the Second Priority Collateral Agreements, subject to the terms and conditions of this Section 5.5.

(c) Except as otherwise specifically provided herein (including Sections 3.1 and 4.1), until the Discharge of Senior Lender Claims has occurred, any First Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the Senior Lender Documents as if the Liens under the Second Priority Collateral Documents did not exist. The rights of the Second Priority Agents and the Second Priority Secured Parties with respect to such Pledged Collateral shall at all times be subject to the terms of this Agreement.

(d) The First Lien Agents shall have no obligation whatsoever to any Second Priority Agent or any Second Priority Secured Party to assure that the Pledged Collateral is genuine or owned by the Grantors or to protect or preserve rights or benefits of any Person or any rights pertaining to the Common Collateral except as expressly set forth in this Section 5.5. The duties or responsibilities of the First Lien Agents under this Section 5.5 shall be limited solely to holding the Pledged Collateral as gratuitous bailee and/or gratuitous agent for each Second Priority Agent for purposes of perfecting the Lien held by the Second Priority Secured Parties.



(e) The First Lien Agents shall not have by reason of the Second Priority Collateral Documents or this Agreement or any other document a fiduciary relationship in respect of any Second Priority Agent or any Second Priority Secured Party and the Second Priority Agents and the Second Priority Secured Parties hereby waive and release the First Lien Agents from all claims and liabilities arising pursuant to the First Lien Agents' role under this Section 5.5, as agent and gratuitous bailee and/or gratuitous agent with respect to the Common Collateral.

(f) Upon the Discharge of Senior Lender Claims, the relevant First Lien Agent shall deliver to the Second Priority Designated Agent, to the extent that it is legally permitted to do so, the remaining Pledged Collateral (if any) and to the extent such Pledged Collateral is in the possession or control of such First Lien Agent (or its agents or bailees) together with any necessary endorsements (or otherwise allow the Second Priority Designated Agent to obtain control of such Pledged Collateral) or as a court of competent jurisdiction may otherwise direct.

(g) The Borrower shall take such further action as is required to effectuate the transfer contemplated hereby and shall indemnify the First Priority Designated Agent for any loss or damage suffered by the First Priority Designated Agent as a result of such transfer except for any loss or damage suffered by the First Priority Designated Agent as a result of its own willful misconduct, gross negligence or bad faith as determined by a final non-appealable judgment of a court of competent jurisdiction. The First Priority Designated Agent has no obligation to follow instructions from any Second Priority Agent in contravention of this Agreement.

(h) Neither the First Lien Agents nor the Senior Lenders shall be required to marshal any present or future collateral security for the Borrower's or its Subsidiaries' obligations to the First Lien Agents or the Senior Lenders under the Credit Agreement or the Senior Collateral Documents or any assurance of payment in respect thereof or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights in respect of such collateral security or any assurance of payment in respect thereof shall be cumulative and in addition to all other rights, however existing or arising.

#### 5.6 Second Priority Designated Agent as Gratuitous Bailee for Perfection.

(a) Upon the Discharge of Senior Lender Claims, the Second Priority Designated Agent agrees to hold the Pledged Collateral that is part of the Common Collateral in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee and/or gratuitous agent for the other Second Priority Agents and any assignee solely for the purpose of perfecting the security interest granted in such Pledged Collateral pursuant to the applicable Second Priority Collateral Agreement, subject to the terms and conditions of this Section 5.6.

(b) In the event that the Second Priority Designated Agent (or its agent or bailees) has Lien filings against Intellectual Property (as defined in the Senior Collateral Agreement) that is part of the Common Collateral that are necessary for the perfection of Liens in such Common Collateral, upon the Discharge of Senior Lender Claims, the Second Priority Designated Agent agrees to hold such Liens as gratuitous bailee and/or gratuitous agent for the other Second Priority Agents and any assignee solely for the purpose of perfecting the security interest granted in such Liens pursuant to the applicable Second Priority Collateral Agreement, subject to the terms and conditions of this Section 5.6.

(c) The Second Priority Designated Agent, in its capacity as gratuitous bailee, shall have no obligation whatsoever to the other Second Priority Agents or the First Lien Agent to assure that the Pledged Collateral is genuine or owned by the Grantors or to protect or preserve rights or benefits of any Person or any rights pertaining to the Common Collateral except as expressly set forth in this Section 5.6. The duties or responsibilities of the Second Priority Designated Agent under this Section 5.6 upon the Discharge of Senior Lender Claims shall be limited solely to holding the Pledged Collateral as gratuitous bailee and/or gratuitous agent for the other Second Priority Agents for purposes of perfecting the Lien held by the applicable Second Priority Secured Parties.

(d) The Second Priority Designated Agent shall not have by reason of the Second Priority Collateral Documents or this Agreement or any other document a fiduciary relationship in respect of the other Second Priority Agents (or the Second Priority Secured Parties for which such other Second Priority Agents are agents) and the other Second Priority Agents hereby waive and release the Second Priority Designated Agent from all claims and liabilities arising pursuant to the Second Priority Designated Agent's role under this Section 5.6, as agent and gratuitous bailee and/or gratuitous agent with respect to the Common Collateral.

(e) In the event that the Second Priority Designated Agent shall cease to be so designated the Second Priority Designated Agent pursuant to the definition of such term, the then Second Priority Designated Agent shall deliver to the successor Second Priority Designated Agent, to the extent that it is legally permitted to do so, the remaining Pledged Collateral (if any), together with any necessary endorsements (or otherwise allow the successor Second Priority Designated Agent to obtain control of such Pledged Collateral) or as a court of competent jurisdiction may otherwise direct, and such successor Second Priority Designated Agent shall perform all duties of the Second Priority Designated Agent as set forth herein.

5.7 No Release If Event of Default; Reinstatement; When Discharge of Senior Lender Claims Deemed to Not Have Occurred.

(a) Notwithstanding any other provisions contained in this Agreement, if an Event of Default (as defined in the Initial Second Priority Agreement or any other Second Priority Document, as applicable) exists on the date of Discharge of Senior Lender Claims, the Second Priority Liens on the Second Priority Collateral securing the Second Priority Claims relating to such Event of Default will not be released, except to the extent such Second Priority Collateral or any portion thereof was disposed of in order to repay Senior Lender Claims secured by such Second Priority Collateral, and thereafter the applicable Second Priority Agent will have the right to foreclose upon such Second Priority Collateral (but in such event, the Liens on such Second Priority Collateral securing the applicable Second Priority Claims will be released when such Event of Default and all other Events of Default under the Initial Second Priority Agreement or any other Second Priority Document, as applicable, cease to exist).

(b) If, at any time substantially concurrently with or after the Discharge of Senior Lender Claims has occurred, the Borrower incurs and designates or Refinances any Senior Lender Claims, then such Discharge of Senior Lender Claims shall automatically be deemed not to have occurred for all purposes of this Agreement (other than with respect to any actions taken prior to the date of such designation as a result of the occurrence of such first Discharge of Senior Lender Claims), and the applicable agreement governing such Senior Lender Claims shall automatically be treated as a Senior Lender Document (and, upon designation by the Borrower thereof, the "Credit Agreement" hereunder) for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Common Collateral set forth herein and the granting by the First Lien Agents of amendments, waivers and consents hereunder. Upon receipt of notice of such designation (including the identity of any new First Lien Agent), each Second Priority Agent shall promptly (i) enter into such documents and agreements, including amendments or supplements to this Agreement, as such new First Lien Agent or the Borrower shall reasonably request in writing in order to provide the new First Lien Agent the rights of the First Lien Agents contemplated hereby and (ii) to the extent then held by any Second Priority Agent, deliver to such First Lien Agent the Pledged Collateral that is Common Collateral together with any necessary endorsements (or otherwise allow such First Lien Agent to obtain possession or control of such Pledged Collateral).

#### 5.8 Purchase Right.

(a) Without prejudice to the enforcement of any of the Senior Lenders' remedies under the Senior Lender Documents, this Agreement, at law or in equity or otherwise, the Senior Lenders agree at any time following the earliest to occur of (i) an acceleration of any of the Senior Lender Claims in accordance with the terms of the applicable Senior Lender Documents, (ii) a payment default under any Senior Lender Document that has not been cured or waived by the applicable Senior Lenders within 90 days of the occurrence thereof or (iii) the commencement of any Insolvency or Liquidation Proceeding with respect to any Grantor, the Senior Lenders will offer the Second Priority Secured Parties the option to purchase the entire aggregate amount (but not less than the entirety) of outstanding Senior Lender Claims (including unfunded commitments under any Senior Lender Document that have not been terminated at such time) at the Purchase Price without warranty or representation or recourse except as provided in Section 5.8(d), on a pro rata basis among the Senior Lenders, which offer may be accepted by less than all of the Second Priority Secured Parties so long as all the accepting Second Priority Secured Parties shall when taken together purchase such entire aggregate amount as set forth above.

(b) The "**Purchase Price**" will equal the sum of (1) the full amount of all Senior Lender Claims then-outstanding and unpaid at par (including principal, accrued but unpaid interest and fees and any other unpaid amounts, including breakage costs and, in the case of any secured hedging obligations, the amount that would be payable by the relevant Grantor thereunder if such Grantor were to terminate the hedge agreement in respect thereof on the date of the purchase or, if not terminated, an amount determined by the relevant Senior Lender to be necessary to collateralize its credit risk arising out of such agreement, but excluding any prepayment penalties or premiums), (2) the cash collateral to be furnished to the Senior Lenders providing letters of credit under the Senior Lender Documents in such amount (not to exceed 103% thereof) as such Senior Lenders determine is reasonably necessary to secure such Senior

Lenders in connection with any such outstanding and undrawn letters of credit and (3) all accrued and unpaid fees, expenses and other amounts (including attorneys' fees and expenses) owed to the Senior Lenders under or pursuant to the Senior Lender Documents on the date of purchase.

(c) The Second Priority Secured Parties shall irrevocably accept or reject such offer within ten (10) days of the receipt thereof by the Second Priority Agents and the parties shall endeavor to close promptly thereafter. If the Second Priority Secured Parties (or any subset of them) accept such offer, it shall be exercised pursuant to documentation mutually acceptable to each of the First Lien Agents and the Second Priority Agents. If the Second Priority Secured Parties reject such offer (or do not so irrevocably accept such offer within the required timeframe), the Senior Lenders shall have no further obligations pursuant to this Section 5.8 and may take any further actions in their sole discretion in accordance with the Senior Lender Documents and this Agreement. Each Senior Lender will retain all rights to indemnification provided in the relevant Senior Lender Documents for all claims and other amounts relating to periods prior to the purchase of the Senior Lender Claims pursuant to this Section 5.8.

(d) The purchase and sale of the Senior Lender Claims under this Section 5.8 will be without recourse and without representation or warranty of any kind by the Senior Lenders, except that the Senior Lenders shall severally and not jointly represent and warrant to the Second Priority Secured Parties that on the date of such purchase, immediately before giving effect to the purchase;

(A) the principal of and accrued and unpaid interest on the Senior Lender Claims, and the fees and expenses thereof owed to the respective Senior Lenders, are as stated in any assignment agreement prepared in connection with the purchase and sale of the Senior Lender Claims; and

(B) each Senior Lender owns the Senior Lender Claims purported to be owned by it free and clear of any Liens (other than participation interests not prohibited by the Senior Lender Documents, in which case the Purchase Price will be appropriately adjusted so that the Second Priority Secured Parties do not pay amounts represented by participation interests to the extent that the Second Priority Secured Parties expressly assume the obligations under such participation interests).

#### **Section 6. Insolvency or Liquidation Proceedings.**

6. / Financing Issues. If the Borrower or any other Grantor shall be subject to any Insolvency or Liquidation Proceeding and any First Lien Agent or any Senior Lender shall desire to permit the sale, use or lease of cash or other collateral or to provide to the Borrower or any other Grantor, or permit the Borrower or any other Grantor to obtain, financing under Section 363 or Section 364 of the Bankruptcy Code or any similar provision in any Bankruptcy Law (such financing, whether or not provided by any First Lien Agent or Senior Lender, a "**DIP Financing**"), then each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, agrees that it will be deemed to have consented to, will raise no objection to, and will not otherwise contest or oppose (or join or support any objection to, contest of or opposition to) (i) such sale, use or lease of cash or other collateral or DIP Financing and will not

request or accept adequate protection or any other relief in connection therewith (except to the extent permitted by Section 6.3) and, to the extent the Liens securing the Senior Lender Claims under the Senior Lender Documents are subordinated or pari passu with such DIP Financing, will subordinate (or be deemed to have subordinated) its Liens in the Common Collateral (and such subordination will not alter in any manner the terms of this Agreement) to (A) such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens securing the Second Priority Claims are so subordinated to Liens securing Senior Lender Claims under this Agreement, (B) any “carve-out” for professional and United States Trustee fees agreed to by the First Priority Designated Agent or any of the Senior Lenders and (C) any adequate protection provided to any of the First Lien Agents or any of the Senior Lenders in connection therewith; provided, that, in the case of any such DIP Financing, the aggregate principal amount of the DIP Financing plus the aggregate outstanding principal amount of Senior Lender Claims plus the aggregate face amount of any letters of credit issued and outstanding under the Senior Lender Documents does not exceed the DIP Cap Amount, (ii) any motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of Senior Lender Claims made by any First Lien Agent or Senior Lender, (iii) any assertion by any First Lien Agent or Senior Lender of the right to credit bid any Senior Lender Claims, (iv) any other request for judicial relief made in any court by any holder of Senior Lender Claims seeking to enforce any Lien or Senior Lender Collateral or (v) any motion or order relating to a sale of assets of any Grantor for which any First Lien Agent has consented so long as such order provides, to the extent such sale is to be free and clear of Liens, that the Liens securing the Senior Lender Claims and the Second Priority Claims will attach to the proceeds of the sale on the same basis of priority as the Liens securing the Senior Lender Collateral do to the Liens securing the Second Priority Collateral in accordance with this Agreement; provided that the Second Priority Agents and the other Second Priority Secured Parties retain the right to object to any provision in any DIP Financing that (i) requires the sale, liquidation or other disposition of material assets that do not constitute Common Collateral or (ii) requires specific and material terms of a plan of reorganization other than terms for a sale, liquidation or other disposition of Common Collateral and payment in full in cash of such DIP Financing, provided, further, however, that for the avoidance of doubt, plan terms regarding the sale, liquidation or other disposition of non-material assets are not material terms.

6.2 Relief from the Automatic Stay. Until the Discharge of Senior Lender Claims has occurred, each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, agrees that none of them shall seek relief from the automatic stay or from any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case in respect of any Common Collateral, without the prior written consent of all First Lien Agents and the Required Lenders under the Senior Lender Documents.

6.3 Adequate Protection. Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, agrees that none of them shall object to, contest or oppose (or support any other Person objecting to, contesting or opposing) (a) any request by any First Lien Agent or any Senior Lender for adequate protection, (b) any objection by any First Lien Agent or any Senior Lender to any motion, relief, action or proceeding based on a claim of a lack of adequate protection, or (c) the allowance and/or payment of pre- or post-petition interest, fees, expenses or other amounts to any First Lien Agent or any Senior Lender under section 506(b) or 506(c) of the Bankruptcy Code or any similar provision of any other

Bankruptcy Law (as adequate protection or otherwise). Notwithstanding the foregoing, in any Insolvency or Liquidation Proceeding, (i) if the Senior Lenders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of the Bankruptcy Code or any similar law, then each Second Priority Agent, on behalf of itself and any applicable Second Priority Secured Party, (A) may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien is subordinated to the Liens securing the Senior Lender Claims and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens securing the Second Priority Claims are so subordinated to the Liens securing Senior Lender Claims under this Agreement and (B) agrees that it will not seek or request, and will not accept, adequate protection in any other form, and (ii) in the event any Second Priority Agent, on behalf of itself or any applicable Second Priority Secured Party, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral, then such Second Priority Agent, on behalf of itself or each such Second Priority Secured Party, agrees that the First Lien Agent shall also be granted a senior Lien on such additional collateral as security for the applicable Senior Lender Claims and any such DIP Financing and that any Lien on such additional collateral securing the Second Priority Claims shall be subordinated to the Liens on such collateral securing the Senior Lender Claims and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Senior Lenders as adequate protection on the same basis as the other Liens securing the Second Priority Claims are so subordinated to such Liens securing Senior Lender Claims under this Agreement.

6.4 Avoidance Issues. If any Senior Lender is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of the Borrower or any other Grantor (or any trustee, receiver or similar person therefor) because such amount was avoided or ordered to be turned over, paid or disgorged for any reason, including, without limitation, because it was found to be a fraudulent or preferential transfer or for any other reason, any amount (a "Recovery"), whether received as proceeds of security, enforcement of any right of setoff or otherwise, then the Senior Lender Claims shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such payment had not occurred and the Discharge of Senior Lender Claims shall be deemed not to have occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto. Each of the Second Priority Secured Parties agrees that it shall not be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

6.5 Application. This Agreement, which the parties hereto expressly acknowledge is a "subordination agreement" under Section 510(a) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law or any law in respect of the perfection of a security interest, shall be effective before, during and after the commencement of any Insolvency or Liquidation Proceeding. All references herein to the Borrower or any other Grantor shall include the Borrower or any such Grantor as a debtor in possession and any receiver or trustee for such Person and such Person as debtor in possession. The relative rights as to the Common Collateral and proceeds thereof shall continue after the filing thereof on the same basis as prior to the date of the petition (including to the extent modified hereby), subject to any court order approving the financing of, or use of cash collateral by, any Grantor.

6.6 Waivers. Until the Discharge of Senior Lender Claims has occurred, each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, (a) will not assert or enforce any claim under Section 506(c) of the United States Bankruptcy Code senior to or on a parity with the Liens on the Common Collateral securing the Senior Lender Claims for costs or expenses of preserving or disposing of any Common Collateral and (b) waives any claim it may now or hereafter have arising out of (i) any actions which the First Priority Designated Agent (or any of its representatives) takes or omits to take (including actions with respect to the creation, perfection or continuation of Liens on any Common Collateral, actions with respect to the foreclosure upon, disposition, release or depreciation of, or failure to realize upon, any of the Common Collateral and actions with respect to the collection of any claim for all or any part of the Senior Lender Claims from any account debtor, guarantor or any other party) in accordance with any relevant Senior Collateral Documents or any other agreement related thereto, or to the collection of the Senior Lender Claims or the valuation, use, protection or release of any security for the Senior Lender Claims and (ii) the election by any Senior Lender of the application of Section 1111(b)(2) of the Bankruptcy Code.

6.7 Separate Grants Of Security And Separate Classifications. Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, acknowledges and agrees that (a) the grants of Liens pursuant to the Senior Collateral Documents and the Second Priority Collateral Documents constitute two separate and distinct grants of Liens and (b) because of, among other things, their differing rights in the Common Collateral, the Second Priority Claims are fundamentally different from the Senior Lender Claims and must be separately classified in any plan of reorganization or similar dispositive restructuring plan proposed, confirmed or adopted in an Insolvency or Liquidation Proceeding. To further effectuate the intent of the parties hereto as provided in the immediately preceding sentence, if it is held that the claims of the Senior Lenders and the Second Priority Secured Parties in respect of the Common Collateral constitute only a single class of claims (rather than separate classes of senior and junior claims), then each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, hereby acknowledges and agrees that all distributions shall be made as if there were separate classes of senior and junior secured claims against the Borrower and each other Grantor in respect of the Common Collateral (with the effect being that, to the extent that the aggregate value of the Common Collateral is sufficient, for this purpose ignoring all claims held by each of the Second Priority Secured Parties), the Senior Lenders shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest, fees and expenses and other claims, all amounts owing in respect of post-petition interest, fees and expenses (whether or not allowed or allowable under section 506(b) of the Bankruptcy Code or otherwise in such Insolvency or Liquidation Proceeding) before any distribution is made in respect of the Second Priority Claims, with each Second Priority Secured Party hereby acknowledging and agreeing to turn over to the First Priority Designated Agent amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Second Priority Secured Parties.

## **Section 7. Reliance; Waivers; etc.**

**7.1 Reliance.** The consent by the Senior Lenders to the execution and delivery of the Second Priority Documents to which the Senior Lenders have consented and all loans and other extensions of credit made or deemed made on and after Closing Date by the Senior Lenders to the Borrower or any Subsidiary shall be deemed to have been given and made in reliance upon this Agreement. Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, acknowledges that it and the applicable Second Priority Secured Parties are not entitled to rely on any credit decision or other decisions made by any First Lien Agent or any Senior Lender in taking or not taking any action under the applicable Second Priority Document or this Agreement.

**7.2 No Warranties or Liability.** Neither any First Lien Agent nor any Senior Lender shall have been deemed to have made any express or implied representation or warranty upon which the Second Priority Agents or the Second Priority Secured Parties may rely, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Senior Lender Documents, the ownership of any Common Collateral or the perfection or priority of any Liens thereon. The Senior Lenders will be entitled to manage and supervise their respective loans and extensions of credit under the Senior Lender Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Senior Lenders may manage their loans and extensions of credit without regard to any rights or interests that any Second Priority Agent or any of the Second Priority Secured Parties have in the Common Collateral or otherwise, except as otherwise provided in this Agreement. Neither any First Lien Agent nor any Senior Lender shall have any duty to any Second Priority Agent or any Second Priority Secured Party to act or refrain from acting in a manner that allows, or results in, the occurrence or continuance of an event of default or default under any agreements with the Borrower or any Subsidiary thereof (including the Second Priority Documents), regardless of any knowledge thereof that they may have or be charged with. Except as expressly set forth in this Agreement, the First Lien Agents, the Senior Lenders, the Second Priority Agents and the Second Priority Secured Parties have not otherwise made to each other, nor do they hereby make to each other, any warranties, express or implied, nor do they assume any liability to each other with respect to (a) the enforceability, validity, value or collectibility of any of the Second Priority Claims, the Senior Lender Claims or any guarantee or security which may have been granted to any of them in connection therewith, (b) the Borrower's title to or right to transfer any of the Common Collateral or (c) any other matter except as expressly set forth in this Agreement.

**7.3 Obligations Unconditional.** All rights, interests, agreements and obligations of the First Lien Agents and the Senior Lenders, and the Second Priority Agents and the Second Priority Secured Parties, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Senior Lender Documents or any Second Priority Documents;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the Senior Lender Claims or Second Priority Claims, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of the Credit Agreement or any other Senior Lender Document or of the terms of the Initial Second Priority Agreement or any other Second Priority Document;



(c) any exchange of any security interest in any Common Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Senior Lender Claims or Second Priority Claims or any guarantee thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of the Borrower or any other Grantor; or

(e) any other circumstances that otherwise might constitute a defense available to, or a discharge of, the Borrower or any other Grantor in respect of the Senior Lender Claims, or of any Second Priority Agent or any Second Priority Secured Party in respect of this Agreement.

#### **Section 8. Miscellaneous.**

8.1 Conflicts. Subject to Section 8.19, in the event of any conflict between the provisions of this Agreement and the provisions of any Senior Lender Document or any Second Priority Document, the provisions of this Agreement shall govern. Solely as among the Senior Lenders, in the event of a conflict between this Agreement and any other intercreditor agreement among First Lien Agents, such other intercreditor agreement shall govern and control. Solely as among the Second Priority Secured Parties, in the event of a conflict between this Agreement and any other intercreditor agreement among Second Priority Agents, such other intercreditor agreement shall govern and control.

8.2 Continuing Nature of this Agreement; Severability. Subject to Section 6.4 and Section 5.7(c), this Agreement shall continue to be effective until the Discharge of Senior Lender Claims shall have occurred or such later time as all the Obligations in respect of the Second Priority Claims shall have been paid in full. This is a continuing agreement of lien subordination and the Senior Lenders may continue, at any time and without notice to any Second Priority Agent or any Second Priority Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Borrower or any other Grantor constituting Senior Lender Claims in reliance hereon. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.3 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement shall be deemed to be made unless the same shall be in writing signed on behalf of each Second Priority Agent (or its authorized agent), each First Lien Agent (or its authorized agent) and the Borrower and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. Notwithstanding anything in this Section 8.3 to the contrary, this Agreement may

be amended from time to time at the request of the Borrower, at the Borrower's expense and without the consent of any First Lien Agent, any Second Priority Agent, any Senior Lender or any Second Priority Secured Party to (i) add other parties holding Other First Priority Lien Obligations (or any agent or trustee therefor) and Other Second Priority Lien Obligations (or any agent or trustee therefor) in each case to the extent such Obligations are not prohibited by any Senior Lender Document or any Second Priority Document, (ii) in the case of Other Second Priority Lien Obligations, (a) establish that the Lien on the Common Collateral securing such Other Second Priority Lien Obligations shall be junior and subordinate in all respects to all Liens on the Common Collateral securing any Senior Lender Claims and shall share in the benefits of the Common Collateral equally and ratably with all Liens on the Common Collateral securing any Second Priority Claims (subject to the terms of the Second Priority Documents), and (b) provide to the holders of such Other Second Priority Lien Obligations (or any agent or trustee thereof) the comparable rights and benefits (including any improved rights and benefits that have been consented to by the First Lien Agents) as are provided to the holders of Second Priority Claims under this Agreement (subject to the terms of the Second Priority Documents), and (iii) in the case of Other First Priority Lien Obligations, (a) establish that the Lien on the Common Collateral securing such Other First Priority Lien Obligations shall be superior in all respects to all Liens on the Common Collateral securing any Second Priority Claims and shall share in the benefits of the Common Collateral equally and ratably with all Liens on the Common Collateral securing any Senior Lender Claims (subject to the terms of the Senior Lender Documents), and (b) provide to the holders of such Other First Priority Lien Obligations (or any agent or trustee thereof) the comparable rights and benefits as are provided to the holders of Senior Lender Claims under this Agreement (subject to the terms of the Senior Lender Documents). Any such additional party, each First Lien Agent and each Second Priority Agent shall be entitled to rely on the determination of an officer of the Borrower that such modifications are not prohibited by any Senior Lender Document or any Second Priority Document. At the request of the Borrower, without the consent of any Senior Lender or Second Priority Secured Party, each First Lien Agent and Second Priority Agent shall execute and deliver an acknowledgment and confirmation of such permitted modifications and/or enter into an amendment, a restatement or a supplement of this Agreement to facilitate such permitted modifications (it being understood that such actions shall not be required for the effectiveness of any such modifications).

**8.4 Information Concerning Financial Condition of the Borrower and its Subsidiaries.** Neither any First Lien Agent nor any Senior Lender shall have any obligation to any Second Priority Agent or any Second Priority Secured Party to keep any Second Priority Agent or any Second Priority Secured Party informed of, and the Second Priority Agents and the Second Priority Secured Parties shall not be entitled to rely on the First Lien Agents or the Senior Lenders with respect to, (a) the financial condition of the Borrower and its Subsidiaries and all endorsers, pledgors and/or guarantors of the Second Priority Claims or the Senior Lender Claims and (b) all other circumstances bearing upon the risk of nonpayment of the Second Priority Claims or the Senior Lender Claims. The First Lien Agents, the Senior Lenders, each Second Priority Agent and the Second Priority Secured Parties shall have no duty to advise any other party hereunder of information known to it or them regarding such condition or any such circumstances or otherwise. In the event that any First Lien Agent, any Senior Lender, any Second Priority Agent or any Second Priority Secured Party, in its or their sole discretion, undertakes at any time or from time to time to provide any such information to any other party, it or they shall be under no obligation (w) to make, and the First Lien Agents, the Senior Lenders,

the Second Priority Agents and the Second Priority Secured Parties shall not make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided, (x) to provide any additional information or to provide any such information on any subsequent occasion, (y) to undertake any investigation or (z) to disclose any information that, pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

8.5 Subrogation. Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, hereby waives any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Senior Lender Claims has occurred.

8.6 Application of Payments. Except as otherwise provided herein, all payments received by the Senior Lenders may be applied, reversed and reapplied, in whole or in part, to such part of the Senior Lender Claims as the Senior Lenders, in their sole discretion, deem appropriate, consistent with the terms of the Senior Lender Documents. Except as otherwise provided herein, each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, assents to any extension or postponement of the time of payment of the Senior Lender Claims or any part thereof and to any other indulgence with respect thereto, to any substitution, exchange or release of any security that may at any time secure any part of the Senior Lender Claims and to the addition or release of any other Person primarily or secondarily liable therefor.

8.7 Consent to Jurisdiction; Waivers. The parties hereto consent to the nonexclusive jurisdiction of any state or federal court located in New York City, New York (the “**New York Courts**”), and consent that all service of process may be made by registered mail directed to such party as provided in Section 8.8 for such party. Service so made shall be deemed to be completed three days after the same shall be posted as aforesaid. The parties hereto waive any objection to any action instituted hereunder in any such court based on forum non conveniens, and any objection to the venue of any action instituted hereunder in any such court. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction, except that each Second Priority Secured Party and each Second Priority Agent agrees that (a) it will not bring any such action or proceeding in any court other than New York Courts, and (b) in any such action or proceeding brought against any Second Priority Agent or any Second Priority Secured Party in any other court, it will not assert any cross-claim, counterclaim or setoff, or seek any other affirmative relief, except to the extent that the failure to assert the same will preclude such Second Priority Secured Party from asserting or seeking the same in the New York Courts. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.7.

8.8 Notices. All notices to the Grantors, the Second Priority Secured Parties and the Senior Lenders permitted or required under this Agreement may be sent to the Grantors, any First Lien Agent or any Second Priority Agent as provided in the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the other relevant Senior Lender Documents, the Initial Second Priority Agreement or the other relevant Second Priority Documents, as applicable. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, faxed, electronically mailed or sent by courier service or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile or electronic mail or upon receipt via U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages hereto, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. The First Lien Agents hereby agree to promptly notify each Second Priority Agent upon payment in full in cash of all Obligations under the applicable Senior Lender Documents (except for contingent indemnities and cost and reimbursement obligations to the extent no claim therefor has been made).

8.9 Further Assurances. Each of the Second Priority Agents, on behalf of itself and each applicable Second Priority Secured Party, and each applicable First Lien Agent, on behalf of itself and each applicable Senior Lender, agrees that each of them shall take such further action and shall execute and deliver to each other First Lien Agent and the Senior Lenders such additional documents and instruments (in recordable form, if requested) as each other First Lien Agent or the Senior Lenders may reasonably request, to effectuate the terms of and the lien priorities contemplated by this Agreement.

8.10 Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

8.11 Binding on Successors and Assigns. This Agreement shall be binding upon the First Lien Agents, the Senior Lenders, the Second Priority Agents, the Second Priority Secured Parties and their respective permitted successors and assigns.

8.12 Specific Performance. Each First Lien Agent and Grantor may demand specific performance of this Agreement. Each Second Priority Agent, on behalf of itself and each applicable Second Priority Secured Party, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action that may be brought by any First Lien Agent or Grantor.

8.13 Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement.

8.14 Counterparts. This Agreement may be executed in one or more counterparts, including by means of facsimile or via electronic mail, each of which shall be an original and all of which shall together constitute one and the same document.

8.15 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement. Each First Lien Agent represents and warrants that this Agreement is binding upon the applicable Senior Lenders. Each Second Priority Agent represents and warrants that this Agreement is binding upon the applicable Second Priority Secured Parties.

8.16 No Third Party Beneficiaries; Successors and Assigns. This Agreement and the rights and benefits hereof shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of, and be binding upon, the holders of Senior Lender Claims and Second Priority Claims. No other Person shall have or be entitled to assert rights or benefits hereunder.

8.17 Effectiveness. This Agreement shall become effective when executed and delivered by the parties hereto. This Agreement shall be effective both before and after the commencement of any Insolvency or Liquidation Proceeding. All references to the Borrower or any other Grantor shall include the Borrower or any other Grantor as debtor and debtor-in-possession and any receiver or trustee for the Borrower or any other Grantor (as the case may be) in any Insolvency or Liquidation Proceeding.

8.18 First Lien Agents and Second Priority Agents. It is understood and agreed that (a) Credit Suisse AG, Cayman Islands Branch is entering into this Agreement in its capacity as administrative agent and collateral agent under the Credit Agreement and the provisions of Article VIII of the Credit Agreement applicable to Credit Suisse AG, Cayman Islands Branch as administrative agent and collateral agent thereunder shall also apply to Credit Suisse AG, Cayman Islands Branch as Credit Agreement Agent hereunder and (b) [ ] is entering into this Agreement in its capacity as [ ], and the provisions of [ ] of the Initial Second Priority Agreement applicable to [ ] thereunder shall also apply to [ ] hereunder.

8.19 Relative Rights. Notwithstanding anything in this Agreement to the contrary (except to the extent contemplated by Section 5.3(b)), nothing in this Agreement is intended to or will (a) amend, waive or otherwise modify the provisions of the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the Initial Second Priority Agreement, the Other Second Priority Lien Obligations Credit Documents or any other Senior Lender Documents or Second Priority Documents entered into in connection with the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the Initial Second Priority Agreement, the Other Second Priority Lien Obligations Credit Documents or any other Senior Lender Document or Second Priority Document or permit the Borrower or any Subsidiary to take any action, or fail to take any action, to the extent such action or failure would otherwise

constitute a breach of, or default under, the Credit Agreement or any other Senior Lender Documents entered into in connection with the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the Initial Second Priority Agreement, the Other Second Priority Lien Obligations Credit Documents, or any other Second Priority Documents, (b) change the relative priorities of the Senior Lender Claims or the Liens granted under the Senior Lender Documents on the Common Collateral (or any other assets) as among the Senior Lenders, (c) otherwise change the relative rights of the Senior Lenders in respect of the Common Collateral as among such Senior Lenders or (d) obligate the Borrower or any Subsidiary to take any action, or fail to take any action, that would otherwise constitute a breach of, or default under, the Credit Agreement, the Other First Priority Lien Obligations Credit Documents or any other Senior Lender Document entered into in connection with the Credit Agreement, the Other First Priority Lien Obligations Credit Documents, the Initial Second Priority Agreement, the Other Second Priority Lien Obligations Credit Documents or any other Second Priority Documents.

8.20 References. Notwithstanding anything to the contrary in this Agreement, any references contained herein to any Section, clause, paragraph, definition or other provision of the Initial Second Priority Agreement (including any definition contained therein) shall be deemed to be a reference to such Section, clause, paragraph, definition or other provision as in effect on the date of this Agreement; provided that any reference to any such Section, clause, paragraph or other provision shall refer (i) to such Section, clause, paragraph or other provision of the Initial Second Priority Agreement, as applicable (including any definition contained therein), as amended or modified from time to time if such amendment or modification has been (1) made in accordance with the Initial Second Priority Agreement, and (2) to the extent required under the terms of the Credit Agreement and the Other First Priority Lien Obligations Credit Documents, approved in writing by, or on behalf of, the requisite Senior Lenders as are needed to approve such amendment or modification, and (ii) if such Initial Second Priority Agreement ceases to be outstanding, to such Section, clause, paragraph or other provision of the relevant Second Priority Document then in effect governing the outstanding Second Priority Claims.

8.21 Joinder Requirements. The Borrower may designate additional obligations as Other First Priority Lien Obligations or Other Second Priority Lien Obligations pursuant to this Section 8.21 if (x) the incurrence of such obligations is not prohibited by any Senior Lender Document or Second Priority Document then in effect and (y) the Borrower shall have delivered an officer's certificate to each First Lien Agent and each Second Priority Agent representing the same. If not so prohibited, the Borrower shall (i) notify each First Lien Agent and each Second Priority Agent in writing of such designation and (ii) cause the applicable First Lien Agent or Second Priority Agent to execute and deliver to each other First Lien Agent and Second Priority Agent a Joinder Agreement substantially in the form of Exhibit A or Exhibit B hereto, as applicable.

8.22 Intercreditor Agreements.

(a) Each party hereto agrees that the Senior Lenders (as among themselves) and the Second Priority Secured Parties (as among themselves) may each enter into intercreditor agreements (or similar arrangements) with the applicable First Lien Agent or Second Priority Agent governing the rights, benefits and privileges as among the Senior Lenders or the Second Priority Secured Parties, as the case may be, in respect of the Common Collateral, this

Agreement and the other Senior Collateral Documents or Second Priority Collateral Documents, as the case may be, including as to application of proceeds of the Common Collateral, voting rights, control of the Common Collateral and waivers with respect to the Common Collateral, in each case so long as (A) in the case of any such intercreditor agreement (or similar arrangement) affecting any Senior Lenders, the First Lien Agent acting on behalf of such Senior Lenders agrees in its sole discretion, or is otherwise obligated pursuant to the terms of the applicable Senior Collateral Documents, to enter into any such intercreditor agreement (or similar arrangement) and (B) in the case of any such intercreditor agreement (or similar arrangement) affecting the Senior Lenders holding Senior Lender Claims under the Credit Agreement, such intercreditor agreement (or similar arrangement) is permitted under the Credit Agreement or the Required Lenders otherwise authorize the applicable First Lien Agent to enter into any such intercreditor agreement (or similar arrangement). If a respective intercreditor agreement (or similar arrangement) exists, the provisions thereof shall not be (or be construed to be) an amendment, modification or other change to this Agreement, and the provisions of this Agreement shall remain in full force and effect in accordance with the terms hereof and thereof (as such provisions may be amended, modified or otherwise supplemented from time to time in accordance with the terms thereof, including to give effect to any intercreditor agreement (or similar arrangement)).

(b) In addition, in the event that the Borrower or any Subsidiary thereof incurs any Obligations secured by a Lien on any Common Collateral that is junior to Liens thereon securing any Senior Lender Claims or Second Priority Claims, as the case may be, and such Obligations are not designated by the Borrower as Second Priority Claims, then the First Priority Designated Agent and/or Second Priority Designated Agent shall upon the request of the Borrower enter into an intercreditor agreement with the agent or trustee for the creditors with respect to such secured Obligations to reflect the relative Lien priorities of such parties with respect to the relevant portion of the Common Collateral and governing the relative rights, benefits and privileges as among such parties in respect of such Common Collateral, including as to application of the proceeds of such Common Collateral, voting rights, control of such Common Collateral and waivers with respect to such Common Collateral, in each case, so long as such secured Obligations are not prohibited by, and the terms of such intercreditor agreement do not violate or conflict with, the provisions of this Agreement or any of the Senior Lender Documents or Second Priority Documents, as the case may be. If any such intercreditor agreement (or similar arrangement) is entered into, the provisions thereof shall not be (or be construed to be) an amendment, modification or other change to this Agreement or any Senior Lender Documents, and the provisions of this Agreement, the Senior Lender Documents and the Second Priority Documents shall remain in full force and effect in accordance with the terms hereof and thereof (as such provisions may be amended, modified or otherwise supplemented from time to time in accordance with the respective terms thereof, including to give effect to any intercreditor agreement (or similar arrangement)).

(c) In addition, each party hereto acknowledges that notwithstanding anything herein to the contrary, (i) the Liens and security interests securing the Senior Lender Claims and the Second Priority Claims in the [CPLV Lease Collateral] (as defined in the CPLV Intercreditor Agreement) and the exercise of any right or remedy by the Senior Lenders and the Second Priority Secured Parties against the [CPLV Lease Collateral] (as defined in the CPLV Intercreditor Agreement) are subject to the provisions of the CPLV Intercreditor Agreement, (ii)

the Liens and security interests securing the Senior Lender Claims and the Second Priority Claims in the [Non-CPLV Lease Collateral] (as defined in the Non-CPLV Intercreditor Agreement) and the exercise of any right or remedy by the Senior Lenders and the Second Priority Secured Parties against the [Non-CPLV Lease Collateral] (as defined in the Non-CPLV Intercreditor Agreement) are subject to the provisions of the Non-CPLV Intercreditor Agreement and (iii) the Liens and security interests securing the Senior Lender Claims and the Second Priority Claims in the “Lease Collateral” or “Tenant’s Pledged Property” or “Tenant’s Property” or similar term (as defined in each Additional Master Lease Intercreditor Agreement) and the exercise of any right or remedy by the Senior Lenders and the Second Priority Secured Parties against the “Lease Collateral” or “Tenant’s Pledged Property” or “Tenant’s Property” or similar term (as defined in each Additional Master Lease Intercreditor Agreement) are subject to the provisions of the applicable Additional Master Lease Intercreditor Agreement. In the event of any conflict between the terms of this Agreement and any Master Lease Intercreditor Agreement, the terms of such Master Lease Intercreditor Agreement shall govern and control.

8.23 Additional Grantors. The Borrower agrees that, if any Subsidiary of the Borrower shall become a Grantor after the date hereof, it will cause such Subsidiary to become a party hereto by executing a signature page to this Agreement and delivering such executed signature page to the First Priority Designated Agent. Upon such execution and delivery, such Subsidiary will become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of such instrument shall not require the consent of any party hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Credit Agreement Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[INITIAL SECOND PRIORITY AGENT]  
as Initial Second Priority Agent

By: \_\_\_\_\_  
Name:  
Title:

**CEOC, LLC**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**[OTHER GRANTORS]**  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**JOINDER AGREEMENT**  
**(Other First Priority Lien Obligations)**

JOINDER AGREEMENT (this “**Agreement**”) dated as of [ ], [ ], among [ ] (the “**New Agent**”), as an Other First Priority Lien Obligations Agent, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Agent (together with its successors and permitted assigns in such capacity), [ ], as Initial Second Priority Agent (together with its successors and permitted assigns in such capacity) and CEOC, LLC (on behalf of itself and the other Grantors).

This Agreement is supplemental to that certain Second Lien Intercreditor Agreement, dated as of [ ], 20[ ] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Intercreditor Agreement**”), by and among the parties (other than the New Agent) referred to above. This Agreement has been entered into to record the accession of the New Agent as an Other First Priority Lien Obligations Agent under the Second Lien Intercreditor Agreement.

**ARTICLE I**

**Definitions**

SECTION 1.01 Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Second Lien Intercreditor Agreement.

**ARTICLE II**

**Accession**

SECTION 2.01 The New Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Second Lien Intercreditor Agreement as an Other First Priority Lien Obligations Agent as if it had originally been party to the Second Lien Intercreditor Agreement as an Other First Priority Lien Obligations Agent.

SECTION 2.02 The New Agent confirms that its address details for notices pursuant to the Second Lien Intercreditor Agreement is as follows:  
[ ].

SECTION 2.03 Each party to this Agreement (other than the New Agent) confirms the acceptance of the New Agent as an Other First Priority Lien Obligations Agent for purposes of the Second Lien Intercreditor Agreement.

SECTION 2.04 [ ] is acting in the capacity of Other First Priority Lien Obligations Agent solely for the [Secured Parties] under [ ].

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ARTICLE III

**Miscellaneous**

SECTION 3.01 THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 3.02 This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

Exhibit O - 44

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

**[NEW AGENT]**  
as New Agent

By: \_\_\_\_\_  
Name:  
Title:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Credit Agreement Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[INITIAL SECOND PRIORITY AGENT]**  
as Initial Second Priority Agent

By: \_\_\_\_\_  
Name:  
Title:

**CEOC, LLC**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**JOINDER AGREEMENT**  
**(Other Second Priority Lien Obligations)**

JOINDER AGREEMENT (this “**Agreement**”) dated as of [ ], [ ], among [ ] (the “**New Agent**”), as an Other Second Priority Lien Obligations Agent, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Agent (together with its successors and permitted assigns in such capacity), [ ], as Initial Second Priority Agent (together with its successors and permitted assigns in such capacity) and CEOC, LLC (on behalf of itself and the other Grantors).

This Agreement is supplemental to that certain Second Lien Intercreditor Agreement, dated as of [ ], 20[ ] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Intercreditor Agreement**”), by and among the parties (other than the New Agent) referred to above. This Agreement has been entered into to record the accession of the New Agent as Other Second Priority Lien Obligations Agent under the First Lien/Second Lien Intercreditor.

**ARTICLE I**

**Definitions**

SECTION 1.01 Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Second Lien Intercreditor Agreement.

**ARTICLE II**

**Accession**

SECTION 2.01 The New Agent agrees to become, with immediate effect, a party to and agrees to be bound by the terms of, the Second Lien Intercreditor Agreement as an Other Second Priority Lien Obligations Agent as if it had originally been party to the Second Lien Intercreditor Agreement as an Other Second Priority Lien Obligations Agent.

SECTION 2.02 The New Agent confirms that its address for notices pursuant to the Second Lien Intercreditor Agreement is as follows: [ ].

SECTION 2.03 Each party to this Agreement (other than the New Agent) confirms the acceptance of the New Agent as an Other Second Priority Lien Obligations Agent for purposes of the Second Lien Intercreditor Agreement.

SECTION 2.04 [ ] is acting in the capacity of Other Second Priority Lien Obligations Agent solely for the [Secured Parties] under [ ].

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ARTICLE III

**Miscellaneous**

SECTION 3.01 THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 3.02 This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

Exhibit O - 47



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

**[NEW AGENT]**  
as New Agent

By: \_\_\_\_\_  
Name:  
Title:

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Credit Agreement Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[INITIAL SECOND PRIORITY AGENT]**  
as Initial Second Priority Agent

By: \_\_\_\_\_  
Name:  
Title:

**CEOC, LLC**  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

**[FORM OF]  
RELEASE AGREEMENT**

[See Attached]

Exhibit P

## MUTUAL RELEASE

This Mutual Release (this “Release”) is entered into as of October 6, 2017, by and among: (a) Caesars Entertainment Operating Company, Inc. and its debtor subsidiaries (collectively, the “Debtors”), (b) CEOC, LLC (together with Caesars Entertainment Operating Company, Inc., the “Borrower”), (c) Credit Suisse Securities (USA) LLC and Deutsche Bank Securities Inc., as Lead Arrangers (collectively, the “Lead Arrangers”), (d) Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Morgan Stanley Senior Funding, Inc., and UBS Securities LLC, as Bookrunners (collectively, the “Bookrunners”), and (e) each of the undersigned parties that is a “Commitment Party” under that certain Amended and Restated Commitment Letter (the “Commitment Letter” and such undersigned parties, the “Commitment Parties”), dated as of February 17, 2017, by and among, among others, the Borrower, the Lead Arrangers, and the Bookrunners, under which the Commitment Parties committed to provide certain services and financing as set forth in that certain Credit Agreement dated as of the date hereof (the “Credit Agreement”). Terms used but not defined herein have the meanings given to them in the Commitment Letter. The Debtors, the Borrower, the Lead Arrangers, the Bookrunners, and the Commitment Parties are referred to herein collectively as the “Parties” and each individually as a “Party.”

## RECITALS

**WHEREAS**, the Debtors filed voluntary petitions for protection under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, commencing cases jointly administered under the case caption *In re Caesars Entertainment Operating Company, Inc., et. al*, Case No. 15-01145 (the “Chapter 11 Cases”), in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”);

**WHEREAS**, on January 17, 2017, the Bankruptcy Court entered the *Order Confirming Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 6334] (the “Confirmation Order”) confirming the *Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 6318] (including all exhibits and supplements thereto, the “Plan”);

**WHEREAS**, the Plan contemplates that the Debtors will enter into the “OpCo Market Debt” (as defined in the Plan) with the lenders thereto;

**WHEREAS**, the Confirmation Order provides that the Debtors may enter into any documents and agreements in connection with the origination, syndication, arrangement, or securitization of the OpCo Market Debt;

**WHEREAS**, the loans to be funded under the Credit Agreement constitute the OpCo Market Debt; and

**WHEREAS**, as a condition precedent to the effectiveness of the Credit Agreement, each of the Parties have agreed to execute and deliver this Release.

## AGREEMENT

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

### **Section 1. Definitions.**

- a. **Causes of Action** means any cause of action (including any avoidance actions, rights or claims arising under, pursuant to or set forth in sections 362, 506(c), 510, 542 through 550, 553 or 558 of the Bankruptcy Code), claim, controversy, counterclaim, cross claim, right of setoff, claim on contracts or for breaches of fiduciary duties imposed by law or in equity, demand, right, action lien, indemnity, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, franchise or recoupment of any kind or character whatsoever, assertable directly or derivatively (including under alter ego theories), choate or inchoate, fixed or contingent, direct or indirect, disputed or undisputed, foreseen or unforeseen, known or unknown, liquidated or unliquidated, matured or unmatured, secured or unsecured, suspected or unsuspected, arising prior to the Closing Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law.
- b. **Closing Date** means October 6, 2017.
- c. **Debtor Released Parties** means the Debtors, the Borrower, and each of their respective Related Parties.
- d. **Debtor Releasing Parties** means the Debtors and the Borrower.
- e. **Final Order** means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending or, (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, (1) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order and (2) the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired.
- f. **Non-Debtor Released Parties** means the Commitment Parties, the Lead Arrangers, and the Bookrunners, and each of their respective Related Parties.
- g. **Non-Debtor Releasing Parties** means each of Commitment Parties (in each case solely in each such Commitment Party's capacity as a "Commitment Party", "Lead Arranger", or "Bookrunner" under the Commitment Letter).
- h. **Related Parties** means predecessors, successors and assigns, subsidiaries, direct or indirect investors (and their respective partners, members, and employees), affiliates, managed accounts or funds, and its and each of their current and former officers, directors, principals, shareholders, members, equityholders, partners, employees, agents,

advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and investment and other professionals, and such persons' respective heirs, executors, estates, servants, successors, assigns and nominees.

- i. **Restructuring Transactions** means all actions necessary to effect the transactions described in, approved by, contemplated by, or necessary to effectuate the restructuring of the Debtors set forth in the Plan.

## **Section 2. Conditions to Release Effective Date.**

This Release and the Parties' respective obligations hereunder shall not become effective until (i) such time that each Party shall have exchanged a fully executed copy of this Release and (ii) the Closing Date has occurred (the "**Effective Time**").

## **Section 3. Releases.**

(a) Releases by the Debtor Releasing Parties. For good and valuable consideration, from and after the Effective Time, each Non-Debtor Released Party shall be deemed released and discharged by each Debtor Releasing Party from any and all Causes of Action, including any derivative claims asserted on behalf of a Debtor Releasing Party that such Debtor Releasing Party would have been legally entitled to assert in its own right or on behalf of the holder of any claim or interest in such Debtor Releasing Party, or that any holder of any claim or interest in a Debtor Releasing Party could have asserted on behalf of such Debtor Releasing Party, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors' restructuring efforts and Chapter 11 Cases, intercompany transactions, or the formulation, preparation, dissemination, negotiation, or filing of any documents related thereto; (ii) the formulation, preparation, dissemination, negotiation, syndication or filing of the Credit Agreement or any documents related thereto; (iii) any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the restructuring contemplated by the Plan or the financing or other transactions contemplated by the Commitment Letter; or (iv) any other act or omission, transaction, agreement, event, or other occurrence relating to the Debtors and taking place before the Closing Date; *provided, however*, that the foregoing releases shall not include any claims or liabilities arising out of any act or omission of a Non-Debtor Released Party that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release any pre-Closing Date representations, warranties, rights or obligations of any Non-Debtor Released Party in or under the Commitment Letter, the Credit Agreement, or any related document, instrument, or agreement executed to implement the Credit Agreement (including, without limitation, any officers' certifications, legal opinions or fee papers).

(b) Releases by the Non-Debtor Releasing Parties. For good and valuable consideration, from and after the Effective Time, each Debtor Released Party shall be deemed released and discharged by each Non-Debtor Releasing Party from any and all Causes of Action that a Non-Debtor Releasing Party would have been legally entitled to assert in its own right or on behalf of the holder of any claim or ownership interest in such Non-Debtor Releasing Party,

or that any holder of any claim or ownership interest in a Non-Debtor Releasing Party could have asserted on behalf of such Non-Debtor Releasing Party, based on or relating to, or in any manner arising from, in whole or in part: (i) the Debtors' restructuring efforts and Chapter 11 Cases, intercompany transactions, or the formulation, preparation, dissemination, negotiation, or filing of any documents related thereto; (ii) the formulation, preparation, dissemination, negotiation, syndication or filing of the Credit Agreement or any documents related thereto; (iii) any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the restructuring contemplated by the Plan or the financing or other transactions contemplated by the Commitment Letter; or (iv) any other act or omission, transaction, agreement, event, or other occurrence relating to the Debtors and taking place before the Closing Date; *provided, however*, that the foregoing releases shall not include any claims or liabilities arising out of any act or omission of a Debtor Released Party that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release any pre-Closing Date representations, warranties, rights or obligations of any Debtor Released Party in or under the Commitment Letter, the Credit Agreement or any related document, instrument, or agreement executed to implement the Credit Agreement (including, without limitation, any officers' certifications, legal opinions or fee papers).

(c) Waiver of Statutory Limitations on Release. Except as otherwise set forth herein, it is the intention of each Party to extinguish all released Causes of Action and consistent with such intention, each Party hereby expressly waives his, her, or its rights to the fullest extent permitted by law, to any benefits of the provisions of Section 1542 of the California Civil Code or any other similar state law, federal law, or principle of common law, which may have the effect of limiting the releases set forth herein. Each Party acknowledges that he, she, or it may discover facts in addition to or different from those now known or believed to be true with respect to the subject matter of the releases granted herein, but acknowledges that it is his, her, or its intention to fully, finally, and forever settle, release and discharge any and all claims hereby known or unknown, suspected or unsuspected, which do or do not exist, or heretofore existed, and without regard to the subsequent discovery or existence of such additional or different facts.

(d) Notwithstanding anything to the contrary set forth herein, each of the Parties hereby expressly reserves all of its defenses to any claims that may be asserted against any of them by any other Party, including, but not limited to, any defense that this Release releases any asserted claim.

#### **Section 4. Miscellaneous.**

(a) Successors and Assigns. All covenants, rights, obligations and other agreements contained in this Release by or on behalf of any of the Parties bind and inure to the benefit of such Party and its respective successors and permitted assigns, whether so expressed or not. This Release, and the rights and obligations of each Party, shall not be assigned by such Party without prior written consent of the other Parties.

(b) Entire Agreement. This Release contains the entire understanding of the Parties with respect to the releases set forth herein. In the event of any conflict between the provisions of this Release and the Credit Agreement, the provisions of the Credit Agreement shall control.

(c) Effectiveness; Amendments. This Release shall be effective against and in favor of each Party hereto upon the occurrence of the Closing Date. Once effective, this Release may not be modified, amended, or supplemented.

(d) Severability. Any provision of this Release that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(e) Counterparts. This Release may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all the Parties. This Release may be executed and delivered by facsimile, email, or otherwise and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

(f) Headings. The headings of the sections and subsections of this Release are inserted for convenience only and shall not affect the interpretation hereof.

(g) Governing Law. This Release shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York excluding choice-of-law principles of the laws of such State that would permit the application of the laws of a jurisdiction other than such State.

(h) Jurisdiction and Process; Waiver of Jury Trial.

- i. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceedings of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other Party in any way relating to this Release or the transactions relating hereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and the Parties irrevocably and unconditionally submit to the jurisdiction of such courts and agree that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State Court or, to the fullest extent permitted by applicable law, in such federal court. To the fullest extent permitted by applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that they are not subject to the jurisdiction of any such court, any objection that they may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- ii. The Parties hereby waive trial by jury in any action brought on or with respect to this Release, or any other documents executed in connection herewith.

(i) Specific Performance. The Parties recognize and acknowledge that a breach by such Party of any covenants or agreements contained in this Release will cause the other Parties to sustain damages for which such other Parties would not have an adequate remedy at law for money damages, and therefore each Party agrees that in the event of any such breach, the other Parties shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such other Parties may be entitled, at law or in equity.

(j) Remedies Cumulative. All rights, powers and remedies provided under this Release or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

(k) No Waiver. The failure of any Party to exercise any right, power, or remedy provided under this Release or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

(l) Several, Not Joint, Obligations. The agreements and obligations of each of the Parties under this Release are, in all respects, several and not joint.

(m) Parties' Use Of Legal Counsel And Construction Of Release. Each Party hereby acknowledges that it has had the opportunity to be advised by its own legal counsel in connection with the negotiation, drafting, execution, and delivery and consummation of this Release. The Parties agree and acknowledge that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Release or any amendments, exhibits or schedules hereto. Each Party has entered into this Release freely and voluntarily, without coercion, duress, distress or under influence by any other persons or its respective shareholders, directors, officers, partners, agents or employees. Each of the Parties hereby acknowledges that (i) it has read this Release and knows its contents, (ii) it understands the terms and consequences of this Release, and (iii) the terms of this Release are fair and reasonable.

(n) Compromise. This Release is entered into in compromise of disputed claims and defenses. No act or agreement in furtherance of the Release shall be construed in any way as an admission of fault, wrongdoing, or liability on the part of any Party.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, this Release is entered into as of the date first written above.

CAESARS ENTERTAINMENT OPERATING COMPANY, INC.,  
on behalf of itself and each of its debtor subsidiaries

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

IN WITNESS WHEREOF, this Release is entered into as of the date first written above.

CEOC, LLC

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

CREDIT SUISSE SECURITIES (USA),  
as a Joint Lead Arranger, a Joint Bookrunner and a Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

DEUTSCHE BANK SECURITIES INC.,  
as a Joint Lead Arranger and a Joint Bookrunner

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,  
as a Lender

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

BARCLAYS BANK PLC,  
as a Joint Lead Arranger and a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

CITIBANK, N.A.,  
as a Joint Bookrunner and a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

GOLDMAN SACHS BANK USA,  
as a Joint Bookrunner and a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

JPMORGAN CHASE BANK, N.A.,  
as a Joint Bookrunner and a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*



MORGAN STANLEY SENIOR FUNDING, INC.,  
as a Joint Bookrunner and a Lender

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

UBS SECURITIES LLC,  
as a Commitment Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

UBS AG, Stamford Branch,  
as a Commitment Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Release*

**[FORM OF]  
MASTER LEASE (CPLV)**

[See Attached]

Exhibit Q

**[FORM OF]  
MASTER LEASE (NON-CPLV)**

[See Attached]

Exhibit R

**[FORM OF]  
MLSA (CPLV)**

[See Attached]

Exhibit S

**[FORM OF]  
MLSA (NON-CPLV)**

[See Attached]

Exhibit T

**[FORM OF]  
MASTER LEASE INTERCREDITOR AGREEMENT (CPLV)**

[See Attached]

Exhibit U

**INTERCREDITOR AGREEMENT**

**Dated as of October 6, 2017**

**among**

**CPLV PROPERTY OWNER LLC,  
as Landlord,**

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

**each additional Tenant Financing Collateral Agent from time to time party hereto,**

**DESERT PALACE LLC, CAESARS ENTERTAINMENT OPERATING  
COMPANY, INC. and CEOC, LLC,  
and each additional person from time to time serving as tenant under the lease that  
hereafter becomes a party hereto, as Tenant,**

**and**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
BARCLAYS BANK PLC,  
GOLDMAN SACHS MORTGAGE COMPANY  
and**

**MORGAN STANLEY BANK, N.A.,  
collectively, as Landlord Financing Lender**



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## EXHIBITS

- Exhibit A—Joinder Agreement (Additional Tenant Financing Debt)
- Exhibit B—Additional Tenant Financing Debt Designation

## INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is dated as of October 6, 2017, and entered into by and among CPLV PROPERTY OWNER LLC, a Delaware limited liability company, as landlord under the CPLV Lease referred to below and the holder of the CPLV Lease Obligations (as defined below) (in such capacity and together with its successors and assigns from time to time, the “Landlord”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the holders of the Credit Agreement Obligations (as defined below) (in such capacity and together with its successors and assigns from time to time, the “Credit Agreement Collateral Agent”), each additional Tenant Financing Collateral Agent that from time to time becomes a party hereto pursuant to Section 9.6, DESERT PALACE LLC, a Delaware limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation, and CEOC, LLC, a Delaware limited liability company (collectively, and together with any additional person that hereafter becomes the Tenant (under and as defined in the CPLV Lease) and becomes a party hereto, “Tenant”), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 ; BARCLAYS BANK PLC, a public company registered in England and Wales, having an address at 745 Seventh Avenue, New York, New York 10019, GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, having an address 200 West Street, New York, New York 10282, and MORGAN STANLEY BANK, N.A., a national banking association, having an address at 1585 Broadway, New York, New York 10036, collectively, as lender under the Landlord Financing Agreement referred to below (in such capacity and together with their respective successors and assigns from time to time, collectively, the “Landlord Financing Lender”). Capitalized terms used in this Agreement have the meanings assigned to them in Section 1 below.

### RECITALS

A. Tenant, as tenant, and Landlord, as landlord, have entered into the CPLV Lease;

B. To secure the performance of Tenant’s obligations under the CPLV Lease, Tenant granted to Landlord a first priority security interest in all of Tenant’s right, title and interest in and to the CPLV Lease Collateral;

C. Caesars Entertainment Operating Company, Inc., a Delaware corporation, (“CEOC Inc.”), CEOC, LLC, a Delaware limited liability company (“CEOC”), collectively, as borrower, the lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

D. Pursuant to the Credit Agreement, Desert Palace LLC, a Nevada limited liability company ("Desert Palace"), unconditionally guaranteed the Credit Agreement Obligations by executing and delivering that certain Subsidiary Guarantee Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, otherwise modified or replaced from time to time, the "Subsidiary Guarantee"), by Tenant and each other Subsidiary Loan Party (as defined in the Credit Agreement) party thereto in favor of the Credit Agreement Collateral Agent;

E. Pursuant to the Credit Agreement and certain collateral documents executed in connection therewith, to secure the Credit Agreement Obligations, Tenant and each other Subsidiary Loan Party granted to the Credit Agreement Collateral Agent (for the benefit of the Credit Agreement Claimholders) a subordinate and second priority security interest in and to the CPLV Lease Collateral, and a first priority security interest in all or substantially all of Tenant's and such Subsidiary Loan Parties' other personal property, by executing and delivering that certain Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, otherwise modified or replaced from time to time, the "Credit Agreement Collateral Agreement"), by and among CEOC Inc., CEOC, Desert Palace, each other Subsidiary Loan Party party thereto and the Credit Agreement Collateral Agent;

F. In connection with the Credit Agreement, Tenant granted a leasehold deed of trust in respect of Tenant's interest in the CPLV Lease and the Leased Property (as defined in the CPLV Lease) to the Credit Agreement Collateral Agent (for the benefit of the Credit Agreement Claimholders) to secure Tenant's obligations under the Credit Agreement Loan Documents pursuant to that certain Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of the date hereof (as amended, restated, amended and restated, supplemented, otherwise modified or replaced from time to time, the "Credit Agreement Leasehold Mortgage") by Tenant in favor of the Credit Agreement Collateral Agent (for the benefit of the Credit Agreement Claimholders);

G. Subject to the terms and conditions of the CPLV Lease, Tenant and its Affiliates may at any time or from time to time enter into additional financings or refinancings of their Indebtedness and Tenant and its Subsidiaries may guarantee and pledge their assets to secure such financings or refinancings;

H. Landlord, as borrower, and Landlord Financing Lender, as lender, have entered into that certain Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Landlord Financing Agreement");

I. In connection with the Landlord Financing Agreement, Landlord granted to the Landlord Financing Lender a security interest in all or substantially all of Landlord's personal property, including a collateral assignment of its security interest in Tenant's personal property granted to Landlord under the CPLV Lease, by executing and delivering that certain Collateral Assignment of Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Landlord Financing Collateral Agreement"), by Landlord to the Landlord Financing Lender;

J. In connection with the Landlord Financing Agreement, Landlord granted a Fee Mortgage (as defined in the CPLV Lease) in respect of Landlord's interest in the Leased Property (as defined in the CPLV Lease) and the other Property (as defined therein) (collectively, the "Landlord Financing Collateral") to the Landlord Financing Lender to secure Landlord's obligations under the Landlord Financing Agreement pursuant to that certain Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Landlord Financing Fee Mortgage") by Landlord in favor of the Landlord Financing Lender;

K. The parties hereto are entering into this Agreement and Landlord, Tenant and Manager are contemporaneously entering into the CPLV Lease Documents as part of an integrated transaction.

L. In consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each of Landlord, the Credit Agreement Collateral Agent (for itself and on behalf of each Credit Agreement Claimholder), each Additional Tenant Financing Collateral Agent (for itself and on behalf of each Additional Tenant Financing Claimholder represented by it), Tenant and Landlord Financing Lender intending to be legally bound, hereby agrees as follows:

## **AGREEMENT**

### **SECTION 1. Definitions.**

#### **1.1 Defined Terms.**

(a) Unless otherwise defined herein, terms defined in the CPLV Lease and used herein shall have the meanings given to them in the CPLV Lease.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Additional Tenant Financing Claimholders" means, with respect to any Series of Additional Tenant Financing Debt, the holders of such Indebtedness, the Tenant Financing Collateral Agent with respect thereto, any trustee or agent therefor under any related Additional Tenant Financing Loan Documents and the beneficiaries of each indemnification obligation undertaken by the Tenant under any related Additional Tenant Financing Loan Documents and the holders of any other Additional Tenant Financing Obligations secured by the Tenant Financing Collateral Documents for such Series of Additional Tenant Financing Debt.

“Additional Tenant Financing Collateral Agent” has the meaning set forth in the definition of “Tenant Financing Collateral Agent”.

“Additional Tenant Financing Debt” means any Indebtedness and guarantees thereof that is incurred, issued or guaranteed by Tenant or any of its Affiliates other than the Credit Agreement Debt, which Indebtedness and guarantees are secured by the Tenant Financing Collateral (or a portion thereof); provided, however, that with respect to any such Indebtedness incurred after the date hereof (i) such Indebtedness is permitted to be incurred and secured on the basis so secured by the CPLV Lease, (ii) unless already a party with respect to that Series of Additional Tenant Financing Debt, the Tenant Financing Collateral Agent for the holders of such Indebtedness shall have become party to this Agreement pursuant to, and by satisfying the conditions set forth in, Section 9.6 and (iii) each of the other requirements of Section 9.6 shall have been complied with.

“Additional Tenant Financing Loan Documents” means, with respect to any Series of Additional Tenant Financing Debt, the loan agreements, promissory notes, indentures and other operative agreements evidencing or governing such Indebtedness, any document governing reimbursement obligations in respect of letters of credit issued pursuant to any Additional Tenant Financing Loan Documents and the Tenant Financing Collateral Documents securing such Series of Additional Tenant Financing Debt.

“Additional Tenant Financing Obligations” means, with respect to any Series of Additional Tenant Financing Debt, (a) principal, interest (including without limitation any Post-Petition Interest), premium (if any), penalties, fees, expenses (including, without limitation, fees, expenses and disbursements of agents, professional advisors and legal counsel), indemnifications, reimbursement obligations (including in respect of letters of credit), damages and other liabilities, and guarantees of the foregoing amounts, in each case whether or not allowed or allowable in an Insolvency or Liquidation Proceeding, payable with respect to such Additional Tenant Financing Debt, (b) all other amounts payable to the related Additional Tenant Financing Claimholders under the related Additional Tenant Financing Loan Documents (other than in respect of any Indebtedness not constituting Additional Tenant Financing Debt), (c) any Hedging Obligations and Bank Product Obligations secured under the Tenant Financing Collateral Documents securing such Series of Additional Tenant Financing Debt and (d) any renewals or extensions of the foregoing.

“Agreement” has the meaning set forth in the Preamble to this Agreement.

“Bankruptcy Case” means a case under the Bankruptcy Code or any other Bankruptcy Law.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

“Bank Product Obligations” means, all obligations and liabilities (whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter incurred) of Tenant, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, which may arise under, out of, or in connection with any treasury, investment, depository, clearing house, wire transfer, cash management or automated clearing house transfers of funds services or any related services, to any Person permitted to be a secured party in respect of such obligations under the applicable Tenant Financing Loan Documents.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close.

“CEOC” has the meaning set forth in the Recitals to this Agreement.

“CEOC Inc.” has the meaning set forth in the Recitals to this Agreement.

“Collateral” means any CPLV Lease Collateral and any Tenant Financing Separate Collateral.

“Collateral Documents” means the CPLV Lease Collateral Documents and the Tenant Financing Collateral Documents.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“CPLV Lease” means that certain Lease (CPLV), dated as of the date hereof, by and between Tenant, as tenant, and Landlord, as landlord, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and shall include, in all contexts and for all purposes, any New Lease (as defined in the CPLV Lease) entered into between a Tenant Financing Collateral Agent (or its designee) and Landlord pursuant to Section 17.1(f) of the CPLV Lease. Any reference herein to any terms defined in, or section of, the CPLV Lease shall include any corresponding definitions or sections in any New Lease.

“CPLV Lease Collateral” means “Tenant’s Pledged Property” as defined in the CPLV Lease as in effect on the date hereof and the CPLV Lease Reserve Account Collateral and shall include any property or assets subject to replacement Liens or adequate protection Liens in favor of Landlord, provided that such replacement Liens or adequate protection Liens, as the case may be, are subject to the provisions of this

Agreement; provided that any proceeds or products of the CPLV Lease Collateral, other than any such proceeds or products thereof that (i) arise from an Enforcement Action by Landlord with respect to the CPLV Lease Collateral (but for avoidance of doubt, not Related Property) or (ii) would otherwise independently constitute "Tenant's Pledged Property" (as defined above), shall, in each case, constitute Tenant Financing Separate Collateral and shall not constitute CPLV Lease Collateral.

"CPLV Lease Collateral Documents" means the CPLV Lease and any document or instrument pursuant to which any Lien granted under the CPLV Lease is (or is purported to be) created, granted or perfected (and to include, without limitation, that certain Security Agreement (CPLV Lease) dated as of October 6, 2017, by Tenant in favor of Landlord (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time).

"CPLV Lease Documents" means the CPLV Lease, the CPLV MLSA, the CPLV Lease Collateral Documents and each of the documents and instruments entered into for the purpose of evidencing or securing the CPLV Lease Obligations and any other document or instrument executed or delivered at any time in connection with any CPLV Lease Obligations, as each may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with the provisions of this Agreement, the CPLV Lease, or the MLSA.

"CPLV Lease Exercise Conditions" means that either (i) there are no Permitted Leasehold Mortgagees (as defined in the CPLV Lease) or (ii) Landlord has delivered to each Permitted Leasehold Mortgagee for which notice to Landlord has been properly provided pursuant to Section 17.1(b)(i) of the CPLV Lease, a copy of the applicable notice of default pursuant to Section 17.1(c) of the CPLV Lease and the Right to Terminate Notice pursuant to Section 17.1(d) of the CPLV Lease, and (solely for purposes of this clause (ii)) either of the following occurred:

(a) Either (1) no Permitted Leasehold Mortgagee has satisfied the requirements in Section 17.1(d) of the CPLV Lease within the thirty (30) or ninety (90) day periods as applicable, described therein, or (2) a Permitted Leasehold Mortgagee satisfied the requirements in Section 17.1(d) of the CPLV Lease prior to the expiration of the applicable period, but did not cure a default that is required to be so cured by such Permitted Leasehold Mortgagee and such Permitted Leasehold Mortgagee discontinued efforts to cure the applicable default(s) thereby failing to satisfy the conditions for extending the termination date as provided in Section 17.1(e) of the CPLV Lease or otherwise failed at any time to satisfy the conditions for extending the termination date as provided in Section 17.1(e)(i) of the CPLV Lease; or

(b) Both (1) the CPLV Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default (as defined in the CPLV Lease) and (2) no Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) of the CPLV Lease to obtain a New Lease (as defined in the CPLV Lease) prior to the expiration of the period described therein.



“CPLV Lease Obligations” means Tenant’s obligations under the CPLV Lease, including, without limitation, Tenant’s obligation to pay Rent and all other sums due thereunder, including all Post-Petition Interest, whether or not any of such obligations are allowed or allowable under the Bankruptcy Law or in any Insolvency or Liquidation Proceeding.

“CPLV Lease Reserve Account Collateral” means any funds, cash, cash equivalents or investment property (including any deposit accounts or securities accounts holding such items or to which such items are credited) pledged by Tenant to Landlord pursuant to the CPLV Lease, including the “FF&E Reserve”, the “FF&E Reserve Funds”, any “Eligible Accounts” holding “Alteration Security”, any “Alteration Security”, any “Cap Ex Reserve”, any “Cap Ex Reserve Funds”, any “Fee Mortgage Reserve Accounts” and any funds held in any “Fee Mortgage Reserve Accounts” (each as defined in the CPLV Lease as in effect on the date hereof).

“CPLV Lease Termination Conditions” means that both (x) the CPLV Lease has been either (i) rejected in bankruptcy (and no Permitted Leasehold Mortgagee (as defined in the CPLV Lease) is entitled to obtain a New Lease (as defined in the CPLV Lease) in accordance with Section 17.1(f) thereof or (ii) terminated by Landlord pursuant to Section 16.2(x) of the CPLV Lease, and (y) the CPLV Lease Exercise Conditions have occurred.

“CPLV MLSA” means that certain Management and Lease Support Agreement (CPLV), dated as of the date hereof, by and among Tenant, as tenant, the Manager, the Lease Guarantor, Landlord, as landlord, and certain other parties, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and shall include any replacement thereof entered into in accordance with the CPLV Lease and, if applicable, the then existing CPLV MLSA.

“Credit Agreement” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Claimholders” means, at any relevant time, the Secured Parties (as defined in the Credit Agreement).

“Credit Agreement Collateral Agent” has the meaning set forth in the Preamble of this Agreement.

“Credit Agreement Collateral Agreement” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Collateral Documents” means the Security Documents (as defined in the Credit Agreement) and any other agreement, document or instrument pursuant to which a Lien is (or is purported to be) granted to secure any Credit Agreement Obligations or pursuant to which any such Lien is (or is purported to be) perfected.

“Credit Agreement Debt” means the Indebtedness and guarantees thereof now or hereafter incurred pursuant to the Credit Agreement Loan Documents.

“Credit Agreement Leasehold Mortgage” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Loan Documents” means the Credit Agreement and the Loan Documents (as defined in the Credit Agreement) and each of the other agreements, documents and instruments entered into for the purpose of evidencing, governing, securing or perfecting the Credit Agreement Obligations, and any other document or instrument executed or delivered at any time in connection with any Credit Agreement Obligations, as each may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with the provisions of this Agreement.

“Credit Agreement Obligations” means all “Obligations” or similar term as defined in the Credit Agreement and all “Guaranteed Obligations” or similar term as defined in the Subsidiary Guarantee.

“Desert Palace” has the meaning set forth in the Recitals to this Agreement.

“Designated Tenant Financing Collateral Agent” means (i) prior to a Discharge of the Credit Agreement Obligations, the Credit Agreement Collateral Agent and (ii) thereafter the Tenant Financing Collateral Agent for the Series of Tenant Financing Obligations with the largest outstanding principal amount.

“DIP Financing” has the meaning set forth in Section 6.2.

“Discharge” means, except to the extent otherwise expressly provided in Section 5.4, with respect to any Series of Tenant Financing Obligations, each of the following has occurred:

(a) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Indebtedness outstanding under the applicable Tenant Financing Documents and constituting Tenant Financing Obligations of such Series;

(b) to the extent required under the Tenant Financing Collateral Documents of such Series in order for the liens granted thereunder to be released, payment in full in cash of all Hedging Obligations and all Bank Product Obligations constituting Tenant Financing Obligations of such Series secured by Tenant Financing Collateral Documents or the cash collateralization of all such applicable Hedging Obligations and Bank Product Obligations on terms satisfactory to each applicable counterparty (or the making of other arrangements satisfactory to the applicable counterparty);

(c) payment in full in cash of all other Tenant Financing Obligations under the applicable Tenant Financing Documents of such Series that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time);

(d) termination or expiration of all commitments, if any, to extend credit that would constitute Tenant Financing Obligations of such Series; and

(e) termination or cash collateralization (in an amount and manner reasonably satisfactory to the applicable letter of credit issuer) or the making of other arrangements satisfactory to the applicable letter of credit issuer of all letters of credit issued under the applicable Tenant Financing Documents constituting Tenant Financing Obligations of such Series.

The term “Discharged” shall have a corresponding meaning.

“Discharge of CPLV Lease Obligations” means, except to the extent otherwise expressly provided in Section 5.4, that the CPLV Lease has terminated (whether upon its Stated Expiration Date or otherwise) and Tenant (or Lease Guarantor or any other Person acting on behalf of Tenant) shall have paid in full all CPLV Lease Obligations (including any such obligations accruing by reason of any breach or default by Tenant under the CPLV Lease); provided, that the Discharge of CPLV Lease Obligations shall be deemed not to have occurred if a New Lease has been entered into in accordance with Section 17.1(f) of the CPLV Lease and such New Lease is then in effect.

“Discharge of Tenant Financing Obligations” means, except to the extent otherwise provided in Section 5.4, the Discharge of each Series of Tenant Financing Obligations has occurred; provided, that the Discharge of Tenant Financing Obligations shall be deemed not to have occurred if Tenant incurs, issues, secures or guarantees any Additional Tenant Financing Obligations substantially concurrently with the Discharge of the applicable Series of Tenant Financing Obligations and such Additional Tenant Financing Obligations have not themselves been Discharged.

“Enforcement Action” means any action to:

(a) foreclose, execute, levy, or collect on, take possession or control of (other than for purposes of perfection), sell or otherwise realize upon (judicially or non-judicially), or lease, license, or otherwise dispose of (whether publicly or privately), CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof), or otherwise exercise or enforce remedial rights with respect to CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) under the CPLV Lease Documents or the Tenant Financing Documents (including by way of setoff, recoupment, notification of a public or private sale or other disposition pursuant to the UCC or other applicable law, notification to account debtors or notification to depositary banks under deposit account control agreements, if applicable);

(b) receive a transfer of CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) in satisfaction of Indebtedness or any other Obligation secured thereby;

(c) otherwise enforce a security interest or exercise another right or remedy, as a secured creditor or otherwise, pertaining to the CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) at law, in equity, or pursuant to the CPLV Lease Documents or Tenant Financing Documents (including the commencement of applicable legal proceedings or other actions with respect to all or any portion of the CPLV Lease Collateral or any Related Property to facilitate the actions described in the preceding clauses); or

(d) effectuate or cause a sale, lease, exchange, transfer or other disposition of CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) by Tenant after the occurrence and during the continuation of an event of default under the CPLV Lease Documents or the Tenant Financing Documents;

provided, any Permitted CPLV Lease Reserve Account Collateral Application shall not constitute an Enforcement Action.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Governmental Authority” means any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Hedge Agreement” means a Swap Contract entered into by Tenant or an Affiliate of Tenant with a counterparty as permitted under the Tenant Financing Loan Documents.

“Hedging Obligations” of any Person means any obligation of such Person pursuant to any Hedge Agreement.

“Indebtedness” means and includes all indebtedness for borrowed money.

“Insolvency or Liquidation Proceeding” means:

(a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to any Tenant;

(b) any other voluntary or involuntary insolvency, reorganization or Bankruptcy Case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Tenant;

(c) any liquidation, dissolution, reorganization or winding up of any Tenant whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or

(d) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of any Tenant.

“Joinder Agreement” means a supplement to this Agreement in the form of Exhibit A required to be delivered by an Additional Tenant Financing Collateral Agent to each other then-existing Tenant Financing Collateral Agent and Landlord pursuant to Section 9.6 in order to include Additional Tenant Financing Debt hereunder and to become the Tenant Financing Collateral Agent hereunder in respect thereof for the applicable Additional Tenant Financing Claimholders under such Additional Tenant Financing Debt.

“Landlord” has the meaning set forth in the Preamble to this Agreement.

“Landlord Financing Agreement” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Collateral Agreement” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Documents” means the Landlord Financing Agreement, the Landlord Financing Collateral Agreement, any Landlord Financing Fee Mortgage and each of the other agreements, documents and instruments entered into for the purpose of evidencing, governing, securing, creating or perfecting the Landlord Financing Obligations, and any other document or instrument executed or delivered at any time in connection with any Landlord Financing Obligations, as each may be amended, restated, amended and restated, supplemented or replaced or otherwise modified from time to time in accordance with the provisions of this Agreement.

“Landlord Financing Fee Mortgage” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Lender” has the meaning set forth in the Preamble.

“Landlord Financing Loan” has the meaning given to the term “Loan” in the Landlord Financing Agreement.

“Landlord Financing Obligations” means the “Debt” and all “Obligations” or similar term as each such term is defined in the Landlord Financing Agreement.

“Landlord Financing SNDA” shall mean that certain Subordination, Non-Disturbance and Attornment Agreement (CPLV Lease), by and between Landlord Financing Lender and Tenant, and acknowledged and agreed by Landlord, dated as of the date hereof, as the same may be amended, restated, amended and restated, supplemented or replaced or otherwise modified from time to time, to the extent the same is in effect.

“Landlord Recovery” has the meaning set forth in Section 6.4.

“Lease Guarantor” means Caesars Entertainment Corporation, a Delaware corporation, in its capacity as guarantor under the CPLV MLSA.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien (unless in either case, a Lien is otherwise granted thereunder).

“Manager” means CPLV Manager, LLC, in its capacity as property manager under the CPLV MLSA.

“Obligations” means all obligations of every nature of Tenant from time to time owed to Landlord, the Tenant Financing Claimholders or any of them or their respective Affiliates, in each case, under the CPLV Lease Documents, the Tenant Financing Documents, any Hedge Agreements or any Bank Product Obligations, whether for principal, interest, payments for early termination, fees, expenses, indemnification or otherwise and all guarantees of any of the foregoing and including any interest, rent and fees that accrue after the commencement by or against any Person of any proceeding under any Bankruptcy Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Permitted CPLV Lease Reserve Account Collateral Application” means any application of CPLV Lease Reserve Account Collateral in accordance with the terms of the CPLV Lease and the Landlord Financing SNDA.

“Pledged Collateral” has the meaning set forth in Section 5.3.

“Post-Petition Interest” means interest, fees, expenses and other charges that pursuant to the CPLV Lease Documents or the Tenant Financing Documents, as applicable, continue to accrue after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest, fees, expenses and other charges are allowed or allowable under the Bankruptcy Law or in any such Insolvency or Liquidation Proceeding.

“Recovery” has the meaning set forth in Section 6.4.

“Related Property” shall mean (i) all of Tenant’s Pledged Property (as defined in the CPLV Lease) that is not subject to a valid, perfected, first priority lien in favor of Landlord, (ii) any and all gaming licenses and other licenses necessary for or used in connection with the operation of the Leased Properties and the operations and businesses related thereto, and (iii) all Equity Interests (whether shares of stock, limited liability company interests or otherwise) of any Person that holds, owns or otherwise is the beneficiary or beneficial owner of any such gaming licenses or other licenses, but specifically excluding any cash (other than cash (including all cage cash) located on-site at the Leased Properties), securities or investments.

“Series” means, (x) with respect to Tenant Financing Debt, all Tenant Financing Debt represented by the same Tenant Financing Collateral Agent acting in the same capacity and (y) with respect to Tenant Financing Obligations, all such obligations secured by the same Tenant Financing Collateral Documents.

“Swap Contract” means (a) any and all interest rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options for forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including such obligations or liabilities under any Master Agreement.

“Tenant” has the meaning set forth in the Preamble to this Agreement.

“Tenant Financing Claimholders” means the Credit Agreement Claimholders and any Additional Tenant Financing Claimholders.

“Tenant Financing Collateral” means any “Collateral,” “Pledged Collateral” or similar term as defined in any Tenant Financing Document or any other assets with respect to which a Lien is granted, purported to be granted or required to be granted pursuant to a Tenant Financing Document as security for any Tenant Financing Obligations and shall include any property or assets subject to replacement Liens or adequate protection Liens in favor of any Tenant Financing Claimholder, provided such replacement Liens or adequate protection Liens, as the case may be, are subject to the provisions of this Agreement.

“Tenant Financing Collateral Agent” means (i) in the case of any Credit Agreement Obligations or the Credit Agreement Claimholders, the Credit Agreement Collateral Agent and (ii) in the case of any Additional Tenant Financing Obligations and the Additional Tenant Financing Claimholders in respect thereof, the Person serving as collateral agent (or the equivalent) for such Additional Tenant Financing Obligations and that is named as the Tenant Financing Collateral Agent in respect of such Additional Tenant Financing Obligations in the applicable Joinder Agreement (each, in the case of this clause (ii), together with its successors and assigns in such capacity, an “Additional Tenant Financing Collateral Agent”).

“Tenant Financing Collateral Documents” means the Credit Agreement Collateral Documents, the “Security Documents” or “Collateral Documents” (as defined in the applicable Tenant Financing Documents) and any other agreement, document or instrument pursuant to which a Lien is granted securing any Tenant Financing Obligations or pursuant to which any such Lien is perfected and shall also include any other intercreditor agreement among Tenant Financing Collateral Agents.

“Tenant Financing Debt” means the Credit Agreement Debt and any Additional Tenant Financing Debt.

“Tenant Financing Documents” means the Credit Agreement Loan Documents and any Additional Tenant Financing Loan Documents.

“Tenant Financing Enforcement Action” means any Enforcement Action taken by any Credit Agreement Collateral Agent or any Credit Agreement Claimholder pursuant to any Tenant Financing Documents.

“Tenant Financing Leasehold Mortgage” means the Credit Agreement Leasehold Mortgage and any other leasehold mortgage or other document or instrument under which any Lien on real property leased by Tenant under the CPLV Lease is granted to secure any Tenant Financing Obligations or under which rights or remedies with respect to any such Liens are governed.

“Tenant Financing Obligations” means all Credit Agreement Obligations and any Additional Tenant Financing Obligations.

“Tenant Financing Permitted Action” means any action taken pursuant to and in accordance with the terms of (i) Section 17.1(f) of the CPLV Lease to obtain a New Lease (as defined in the CPLV Lease), or (ii) Section 17.1(d) of the CPLV Lease, Section 17.1(e) of the CPLV Lease and/or Section 22 of the CPLV Lease to transfer Tenant’s Leasehold Estate to a Replacement Tenant, provided that in each case any such action is taken in accordance with the CPLV Lease by a Tenant Financing Collateral Agent that is a Permitted Leasehold Mortgagee.



“Tenant Financing Recovery” has the meaning set forth in Section 6.4.

“Tenant Financing Separate Collateral” means all Tenant Financing Collateral that does not constitute CPLV Lease Collateral.

“UCC” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of CPLV Lease Collateral.

1.2 Terms Generally. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise:

(a) any definition of or reference herein to any agreement, instrument or other document, shall be construed as referring to such agreement, instrument or other document, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and any reference herein to any statute or regulations shall include any amendment, renewal, extension or replacement thereof;

(b) any reference herein to any Person shall be construed to include such Person’s successors and assigns from time to time;

(c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(d) all references herein to Sections shall be construed to refer to Sections of this Agreement; and

(e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

## **SECTION 2. Acknowledgements; Lien Priorities.**

2.1 CPLV Lease Acknowledgement. Each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, Landlord, Tenant and Landlord Financing Lender hereby agrees that:

(a) (i) the Credit Agreement Leasehold Mortgage (as in effect on the date hereof) constitutes a Permitted Leasehold Mortgage (as defined in the CPLV Lease) for all purposes under the CPLV Lease and (ii) the Credit Agreement Collateral Agent as in existence on the date hereof (on behalf of the Credit Agreement Claimholders) constitutes a Permitted Leasehold Mortgagee (as defined in the CPLV Lease) for all purposes under the CPLV Lease, with respect to Tenant's initial financing under the Credit Agreement as in effect on the date of this Agreement and shall be entitled to exercise and enforce all rights and benefits of a Permitted Leasehold Mortgagee under the CPLV Lease (subject to the terms and provisions of this Agreement) so long as it is a Permitted Leasehold Mortgagee as of the date of such exercise. Landlord hereby acknowledges (A) its receipt and the sufficiency of all notices and documents required to be delivered by Tenant to Landlord with respect thereto pursuant to Section 17.1(b) of the CPLV Lease and (B) any Tenant Financing Claimholder or any other Person who acquires any portion of Tenant's interest in the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or any successor owner of the Leased Property shall be bound by all obligations of Tenant hereunder and the other terms and conditions hereof applicable to Tenant and the terms and conditions of the CPLV Lease and Landlord Financing SNDA (and, concurrently with such acquisition, Tenant Financing Claimholder shall, or shall cause such other Person to, become party to this Agreement as Tenant by executing the joinder attached hereto and to become a party to a new Landlord Financing SNDA on terms substantially the same as the existing Landlord Financing SNDA) (for the avoidance of doubt, the obligations under this clause (B) shall be applicable regardless of whether Landlord Financing Lender sends the notice referred to in clause (A) above);

(b) (i) the Landlord Financing Fee Mortgage executed on the date hereof constitutes a Fee Mortgage (as defined in the CPLV Lease) and an Existing Fee Mortgage (as defined in the CPLV Lease), in each case, for all purposes under the CPLV Lease, (ii) the Landlord Financing Documents executed on the date hereof constitute Fee Mortgage Documents for all purposes under the CPLV Lease, and shall be entitled to exercise and enforce all rights and benefits of a Fee Mortgagee under the CPLV Lease, and (iii) the Landlord Financing Lender constitutes a Fee Mortgagee (as defined in the CPLV Lease) for all purposes under the CPLV Lease, and shall be entitled to exercise and enforce all rights and benefits of a Fee Mortgagee under the CPLV Lease; and

(c) (i) Landlord has collaterally assigned to Landlord Financing Lender its security interest in the CPLV Lease Collateral granted by Tenant to Landlord under the CPLV Lease in order to secure Landlord's obligations under the Landlord Financing Agreement, (ii) so long as the Landlord Financing Fee Mortgage is in effect, upon written notice to the other parties hereto, Landlord Financing Lender shall be entitled to exercise and enforce all rights and benefits of Landlord hereunder to the extent Landlord Financing Lender has rights to do so under the Landlord Financing Fee Mortgage, provided that Landlord Financing Lender agrees to be bound by all of the obligations of Landlord hereunder and the other terms and conditions hereof applicable to Landlord and the terms and conditions of the CPLV Lease (and each of the other parties hereto may accept any such exercise and enforcement by Landlord

Financing Lender as if it had been made by Landlord without subjecting itself to any liability for doing so) and (iii) Landlord Financing Lender or any other Person who acquires any portion of Landlord's interest in the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or any successor owner of the Leased Property shall, subject to the terms of the Landlord Financing SNDA, be bound by all obligations of Landlord hereunder and the other terms and conditions hereof applicable to Landlord and the terms and conditions of the CPLV Lease (and, concurrently with such acquisition, Landlord Financing Lender shall, or shall cause such other Person to, become party to this Agreement as Landlord by executing a joinder hereto in form and substance reasonably satisfactory to the Tenant Financing Collateral Agents) (for the avoidance of doubt, the obligations under this clause (iii) shall be applicable regardless of whether Landlord Financing Lender sends the notice referred to in clause (ii) above). Notwithstanding anything to the contrary herein or in any Landlord Financing Document, except as specifically set forth in the Trademark Security Agreement and Sections 3(k), 6 and 7 of the Landlord Financing SNDA, any Enforcement Action or other action by, or on behalf of or for the benefit of, Landlord Financing Lender with respect to the CPLV Lease Collateral shall be subject to the terms and conditions of this Agreement and the CPLV Lease that would be applicable to such Enforcement Action or other action if it was taken by Landlord.

**2.2 Relative Priorities.** Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Tenant Financing Obligations granted on the CPLV Lease Collateral or of any Liens securing the CPLV Lease Obligations granted on the CPLV Lease Collateral and notwithstanding any provision of the UCC or any other applicable law or the Tenant Financing Documents or any defect or deficiencies in, or failure to perfect or lapse in perfection of, or avoidance as a fraudulent conveyance or otherwise of, the Liens on the CPLV Lease Collateral securing the CPLV Lease Obligations, the subordination of such Liens to any other Liens, or any other circumstance whatsoever, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, hereby agrees that:

(a) any Lien on the CPLV Lease Collateral securing any CPLV Lease Obligations now or hereafter held by or on behalf of Landlord or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, and regardless of whether or when such Lien is perfected, shall be senior and prior to any Lien on the CPLV Lease Collateral securing any Tenant Financing Obligations, subject to, and in accordance with, the terms of this Agreement; and

(b) any Lien on the CPLV Lease Collateral securing any Tenant Financing Obligations now or hereafter held by or on behalf of any Tenant Financing Collateral Agent, any Tenant Financing Claimholders or any agent or trustee therefor regardless of how acquired, whether by grant, possession, statute,

operation of law, subrogation or otherwise, and regardless of whether or when such Lien is perfected, shall be junior and subordinate to all Liens on the CPLV Lease Collateral securing any CPLV Lease Obligations, subject to, and in accordance with, the terms of this Agreement.

**2.3 Prohibition on Contesting Liens.** Each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, and Landlord and each Landlord Financing Lender agrees that it will not (and hereby waives any right to) directly or indirectly contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the priority, validity, perfection, extent or enforceability of a Lien held, or purported to be held, by or on behalf of Landlord in the CPLV Lease Collateral or by or on behalf of any of the Tenant Financing Claimholders in the Tenant Financing Collateral, as the case may be, or the amount, nature or extent of the CPLV Lease Obligations or Tenant Financing Obligations or the provisions of this Agreement; provided, that nothing in this Agreement shall be construed to prevent or impair the rights of Landlord or any Tenant Financing Collateral Agent to enforce this Agreement, including the provisions of this Agreement relating to the priority of the Liens securing the CPLV Lease Obligations as provided in Section 2.2 and Section 3.1.

2.4 Tenant Financing Separate Collateral. (a) Notwithstanding anything to the contrary set forth in this Agreement, no Tenant Financing Collateral Agent and no Tenant Financing Claimholder shall take any Enforcement Action in respect of any or all of the CPLV Lease Collateral or any or all of the Related Property, except in each case in connection with a Tenant Financing Permitted Action, and provided that any such Enforcement Action is taken with respect to substantially all of the CPLV Lease Collateral and, solely to the extent that such Tenant Financing Collateral Agent is reasonably capable of causing such property to be so transferred, the Related Property. Except with respect to Related Property, (i) Landlord (and Landlord Financing Lender) shall not have any claims in or rights with respect to, and shall not be entitled to any benefit of, any Liens on any Tenant Financing Separate Collateral securing any Tenant Financing Obligations, and (ii) nothing in this Agreement shall govern, apply to, or create any restrictions or limitations with respect to the Liens of the Tenant Financing Claimholders in the Tenant Financing Separate Collateral (other than the Related Property), it being understood and agreed that the Tenant Financing Claimholders may hold, exercise remedies in respect of, and otherwise deal with the Tenant Financing Separate Collateral (other than the Related Property) in any manner whatsoever (subject to the terms of the Tenant Financing Documents and, in the case of the Tenant Financing Leasehold Mortgage, the terms of the CPLV Lease) and without any restriction imposed by this Agreement and neither Landlord nor Landlord Financing Lender shall have any right to object to any action taken (or not taken) or any enforcement action or other exercise of remedies by the Tenant Financing Claimholders in respect of Tenant Financing Separate Collateral (other than the Related Property). Without limiting the generality of the foregoing, each of the Tenant Financing Collateral Agents and other Tenant Financing Claimholders shall have no obligation to segregate, hold in trust or pay over to Landlord any Tenant Financing Separate Collateral or any proceeds thereof.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Landlord Financing Lender shall not take any Enforcement Action in respect of any or all of the CPLV Lease Collateral, except subject to the terms hereunder. Nothing in this Agreement shall govern, apply to, or create any restrictions or limitations with respect to the Liens of the Landlord Financing Lender in the Property, it being understood and agreed that the Landlord Financing Lender may hold, exercise remedies in respect of, and otherwise deal with the Landlord Financing Collateral (except that the CPLV Lease Collateral shall be subject to the terms hereunder) in any manner whatsoever (subject to the terms of the Loan Documents (as defined in the Landlord Financing Fee Mortgage)) and without any restriction imposed by this Agreement and neither Tenant nor any Tenant Financing Claimholder shall have any right to object to any action taken (or not taken) or any enforcement action or other exercise of remedies by the Landlord Financing Lender in respect of Landlord Financing Collateral (except that the CPLV Lease Collateral shall be subject to the terms hereunder). Without limiting the generality of the foregoing, the Landlord Financing Lender shall have no obligation to segregate, hold in trust or pay over to any party hereunder, any Landlord Financing Collateral or any proceeds thereof.

2.5 Perfection of Liens. Except for the arrangements contemplated by Section 5.3 and subject to the terms and provisions thereof, Landlord shall not be responsible for perfecting and maintaining the perfection of Liens with respect to the CPLV Lease Collateral for the benefit of the Tenant Financing Collateral Agents or the Tenant Financing Claimholders. This Agreement shall not impose on Landlord, the Landlord Financing Lender, the Tenant Financing Collateral Agents, the Tenant Financing Claimholders or any agent or trustee therefor any obligations in respect of the disposition of proceeds of any CPLV Lease Collateral which would conflict with prior-perfected claims therein in favor of any other Person or any order or decree of any court or Governmental Authority or any applicable law.

2.6 Nature of CPLV Lease Obligations. Landlord acknowledges that the terms of the Tenant Financing Documents and the Tenant Financing Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Tenant Financing Obligations may be increased or replaced, in each event, without notice to or consent by Landlord (except as set forth in the CPLV Lease) and without affecting the provisions hereof. None of the provisions of this Agreement shall be altered or otherwise affected by any amendment, modification, extension, repayment, increase or replacement of either the Tenant Financing Obligations, Landlord Financing Obligations or the CPLV Lease Obligations, or any portion thereof.

### **SECTION 3. Enforcement.**

#### **3.1 Exercise of Remedies.**

(a) Subject to Section 3.1(c) of this Agreement and Section 6.3(d) of the CPLV Lease, unless and until the earlier of (x) the Discharge of Tenant Financing Obligations has occurred or (y) the CPLV Lease Exercise Conditions have occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, Landlord:

(1) will not commence or maintain, or seek to commence or maintain, any Enforcement Action or otherwise exercise any rights or remedies (other than a Permitted CPLV Lease Reserve Account Collateral Application or as specifically set forth in the Trademark Security Agreement and Sections 3(k), 6 and 7 of the Landlord Financing SNDA) with respect to the CPLV Lease Collateral; provided that any exercise by Landlord prior to the CPLV Lease Termination Conditions shall be subject to the limitations in the CPLV Lease and Landlord may not complete any foreclosure prior to the satisfaction of the CPLV Lease Termination Conditions;

(2) except as set forth in Section 2.4 or 3.1(e), will not contest, protest, object to or take any other action that would hinder any foreclosure proceeding or action brought by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder or any other exercise by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of any rights and remedies relating to the CPLV Lease Collateral under the Tenant Financing Documents or otherwise

(including any Enforcement Action initiated by or supported by any Tenant Financing Collateral Agent or any Tenant Financing Claimholder), provided that such Enforcement Action, foreclosure proceeding, action or other exercise of rights and remedies is in accordance with the provisions of the CPLV Lease and this Agreement; and

(3) will not bid for or purchase CPLV Lease Collateral at any public, private or judicial foreclosure upon such CPLV Lease Collateral initiated by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, or any sale of CPLV Lease Collateral during an Insolvency or Liquidation Proceeding, in each case in connection with a Tenant Financing Permitted Action.

(b) Subject to Section 2.4, Section 3.1 and Section 6 of this Agreement, the Trademark Security Agreement and Sections 3(k), 6 and 7 of the Landlord Financing SNDA, until the Discharge of Tenant Financing Obligations has occurred, so long as the CPLV Lease Exercise Conditions have not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders shall have the exclusive right to commence and maintain an Enforcement Action (but excluding any Permitted CPLV Lease Reserve Account Collateral Application) and make determinations regarding the release, disposition or restrictions with respect to the CPLV Lease Collateral without any consultation with or the consent of Landlord; provided that (A) with respect to any CPLV Lease Collateral and any Related Property, such Enforcement Action is a Tenant Financing Permitted Action and provided any acquirer of such CPLV Lease Collateral and such Related Property expressly agrees in writing for the benefit of Landlord that such CPLV Lease Collateral and such Related Property that is transferred will be made available to the new tenant of the Leased Premises and will be utilized on the Tenant's Leasehold Estate in connection with a New Lease or any transfer of Tenant's Leasehold Estate to a Replacement Tenant under Section 17.1(e) and 22 of the CPLV Lease (but subject in each case to Section 6 of the CPLV Lease) and (B) notwithstanding any such Enforcement Action or other exercise of any such right or remedy, the CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord (which has been collaterally assigned to Landlord Financing Lender) and the Tenant Collateral Agent or its designee or assignee so acquiring the CPLV Lease Collateral (whether in connection with any credit bid, Enforcement Action or otherwise) shall expressly acknowledge in writing that it is acquiring the CPLV Lease Collateral subject to the first priority Lien of Landlord (which has been collaterally assigned to Landlord Financing Lender). It is the express intention of all the parties hereto that the CPLV Lease Collateral remain subject to the CPLV Lease (or any New Lease entered into in accordance with Section 17.1(f) of the CPLV Lease), the Trademark Security Agreement and Sections 3(k), 6 and 7 of the Landlord Financing SNDA, including after the exercise of any rights and remedies by any Tenant Financing Collateral Agent and/or any other Tenant Financing Claimholder. In commencing or maintaining any Enforcement Action

or otherwise exercising rights and remedies with respect to the CPLV Lease Collateral, the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders may enforce the provisions of the Tenant Financing Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion in compliance with any applicable law and without consultation with Landlord, subject in all respects to the provisions of this Agreement.

(c) Notwithstanding the foregoing, prior to the Discharge of Tenant Financing Obligations or the occurrence of the CPLV Lease Termination Conditions, Landlord may:

- (1) Subject to Section 6 hereof, take any and all actions and enforce any rights available to a secured creditor with respect to the CPLV Lease Collateral in any Insolvency or Liquidation Proceeding; provided that so long as any Tenant Financing Collateral Agent or any Tenant Financing Claimholder is pursuing a Tenant Financing Permitted Action, Landlord shall not take any action intended to frustrate such action and provided further than Landlord may not complete any foreclosure prior to the satisfaction of the CPLV Lease Termination Conditions;
- (2) file a claim or statement of interest with respect to the CPLV Lease Obligations in any Insolvency or Liquidation Proceeding;
- (3) take any action in order to create or perfect or, so long as not adverse to the rights of any Tenant Financing Collateral Agent or other Tenant Financing Claimholders hereunder, preserve or protect, its Lien on the CPLV Lease Collateral;
- (4) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims or Liens of Landlord, including any claims secured by the CPLV Lease Collateral, if any, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement;
- (5) vote on any plan of reorganization, arrangement, compromise or liquidation, file any proof of claim, make other filings and make any arguments and motions, in each case, in a manner that is not prohibited by, or inconsistent with, this Agreement, with respect to the CPLV Lease Obligations and the CPLV Lease Collateral; provided that no filing of any claim or vote, or pleading related to such claim or vote, to accept or reject a disclosure statement, plan of reorganization, arrangement, compromise or liquidation, or any other document, agreement or proposal similar to the foregoing by Landlord may be inconsistent with the provisions of this Agreement;



(6) subject to the limitations in the CPLV Lease, commence an Enforcement Action with respect to the CPLV Lease Collateral; provided that Landlord shall not (i) complete any such Enforcement Action which results, or allow any such Enforcement Action to result, in a sale, lease, exchange, transfer or other disposition of CPLV Lease Collateral, in each case, prior to the occurrence of the CPLV Lease Termination Conditions or (ii) commence any such Enforcement Action prior to the occurrence of CPLV Lease Termination Conditions that would, or allow any such Enforcement Action to progress to a point at which it would be inconsistent with the terms of this Agreement, it being acknowledged that any Enforcement Action by Landlord (whether such Enforcement Action is commenced before or after the occurrence of the CPLV Lease Exercise Conditions) undertaken on or after the occurrence of the CPLV Lease Termination Conditions shall be permitted in accordance with Section 3.2;

(7) exercise any of its rights or remedies with respect to the CPLV Lease Collateral after the occurrence of the CPLV Lease Termination Conditions;

(8) exercise any and all its rights and remedies in its capacity as “landlord” under the CPLV Lease other than to institute Enforcement Actions that are expressly prohibited, restricted or otherwise limited by this Agreement or the CPLV Lease; and

(9) take any action pursuant to and in accordance with Section 6.3(d) of the CPLV Lease.

Landlord agrees that it will not take or receive any CPLV Lease Collateral or any proceeds of CPLV Lease Collateral in connection with the exercise of any right or remedy (including set-off and recoupment) with respect to any CPLV Lease Collateral in its capacity as a creditor, except to the extent that the CPLV Lease Termination Conditions have occurred. Without limiting the generality of the foregoing, unless and until the CPLV Lease Termination Conditions have occurred, except as expressly provided in Section 3.1(a) or this Section 3.1(c) or any other provision of this Agreement, the sole right of Landlord with respect to the CPLV Lease Collateral is to hold a Lien on the Collateral pursuant to the CPLV Lease Collateral Documents for the period and to the extent granted therein.

(d) Except as specifically prohibited by or limited by this Agreement, Landlord may exercise rights and remedies in its capacity as landlord under the CPLV Lease against Tenant in accordance with the terms of the CPLV Lease Documents and applicable law (it being understood and agreed that this agreement is intended to allocate rights, benefits and obligations as between Landlord and Tenant Financing Claimholders and that as between Landlord and Tenant nothing in this Agreement is intended to give either any greater rights and remedies against the other than as set forth in the CPLV Lease or to permit either

to exercise such rights and remedies at a time or in a manner inconsistent with the CPLV Lease); provided that in the event that Landlord becomes a judgment Lien creditor in respect of CPLV Lease Collateral as a result of its enforcement of its rights as landlord under the CPLV Lease, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the Tenant Financing Obligations) in the same manner as the other Liens securing the CPLV Lease Obligations are subject to this Agreement.

(e) Nothing in this Agreement shall prohibit the receipt by Landlord of the required payments of Rent and other amounts owed in respect of the CPLV Lease Obligations so long as such receipt is not the direct or indirect result of the exercise by Landlord of rights or remedies as a secured creditor against the CPLV Lease Collateral (including set-off and recoupment) or enforcement in contravention of this Agreement of any Lien held by Landlord or as a result of any other violation by Landlord of the express terms of this Agreement. Except as provided herein in respect of Related Property, nothing in this Agreement impairs or otherwise adversely affects any rights or remedies that any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder may have with respect to the Tenant Financing Separate Collateral.

### 3.2 Exercise of Remedies after Occurrence of CPLV Lease Exercise Conditions.

(a) From and after the occurrence of the CPLV Lease Exercise Conditions, until the Discharge of CPLV Lease Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, as between Tenant Financing Claimholders and Landlord, Landlord shall have the exclusive right to commence and maintain an Enforcement Action or otherwise enforce rights, exercise remedies (including set off, recoupment and the right to credit bid their debt) and make determinations regarding the release, disposition or restrictions with respect to the CPLV Lease Collateral without any consultation with or the consent of the Tenant Financing Claimholders and any Enforcement Action with respect to CPLV Lease Collateral then undertaken by any Tenant Financing Collateral Agent shall thereupon immediately cease; provided, that as between Landlord and Tenant the limitations in the CPLV Lease shall govern and control. In commencing or maintaining any Enforcement Action or otherwise exercising rights and remedies with respect to the CPLV Lease Collateral, Landlord may enforce the provisions of the CPLV Lease Documents and exercise remedies thereunder, all in such order and in such manner as it may determine in the exercise of its sole discretion in compliance with any applicable law and the terms of the CPLV Lease Documents and without consultation with the Tenant Financing Claimholders. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise dispose of CPLV Lease Collateral upon foreclosure, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured creditor under the UCC and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(b) From and after the occurrence of the CPLV Lease Exercise Conditions, until the Discharge of CPLV Lease Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, the Tenant Financing Collateral Agents and the Tenant Financing Claimholders:

(1) will not commence, maintain or continue, or seek to commence, maintain or continue, any Enforcement Action or otherwise exercise any rights or remedies with respect to the CPLV Lease Collateral; and

(2) will not contest, protest, object to or take any other action that would hinder any foreclosure proceeding or action brought by Landlord or any other exercise by Landlord of any rights and remedies relating to the CPLV Lease Collateral under the CPLV Lease Documents or otherwise (including any Enforcement Action initiated by or supported by Landlord),

and it is hereby acknowledged and agreed that Landlord may apply any proceeds of any exercise of rights and remedies with respect to the CPLV Lease Collateral received by it against the CPLV Lease Obligations regardless of the lien priorities set forth herein, and the Tenant Financing Claimholders hereby waive any right to such proceeds.

(c) Notwithstanding the foregoing, from and after the occurrence of the CPLV Lease Exercise Conditions and prior to the Discharge of CPLV Lease Obligations, any Tenant Financing Collateral Agent and any other Tenant Financing Claimholder may:

(1) file a claim or statement of interest with respect to the Tenant Financing Obligations; provided that an Insolvency or Liquidation Proceeding has been commenced by or against Tenant;

(2) take any action not adverse to the rights of Landlord hereunder, in order to create, perfect, preserve or protect its Lien on the CPLV Lease Collateral;

(3) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of the Tenant Financing Claimholders, including any claims secured by the CPLV Lease Collateral, if any, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement;

(4) vote on any plan of reorganization, arrangement, compromise or liquidation, file any proof of claim, make other filings and make any arguments and motions that are, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement, with respect to the Tenant Financing Obligations and the CPLV Lease Collateral; provided that no filing of any claim or vote, or pleading related to such claim or vote, to accept or reject a disclosure statement, plan of reorganization, arrangement, compromise or liquidation, or any other document, agreement or proposal similar to the foregoing by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder may be inconsistent with the provisions of this Agreement;

(5) except to the extent that such actions would adversely impact the right of Tenant, or any Replacement Tenant, to make full use of such property in the operation of the Leased Properties, bid for or purchase CPLV Lease Collateral at any public, private or judicial foreclosure upon such CPLV Lease Collateral initiated by any Landlord, or at any sale of CPLV Lease Collateral during an Insolvency or Liquidation Proceeding; and

(6) subject in all respects to Section 2.4 as to the Related Property, exercise any rights and remedies against any Tenant Financing Separate Collateral.

Each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, agrees that, from and after the occurrence of the CPLV Lease Exercise Conditions, it will not take or receive any CPLV Lease Collateral or any proceeds of CPLV Lease Collateral resulting from the exercise of any right or remedy (including set-off and recoupment) with respect to any CPLV Lease Collateral, unless and until the Discharge of CPLV Lease Obligations has occurred. Without limiting the generality of the foregoing, from and after the occurrence of the CPLV Lease Exercise Conditions, unless and until the Discharge of CPLV Lease Obligations has occurred, except as expressly provided in Section 6.4 and this Section 3.2(c), the sole right of the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders with respect to the CPLV Lease Collateral is to hold and maintain a Lien on the Collateral pursuant to the Tenant Financing Collateral Documents for the period and to the extent granted therein.

(d) Solely to the extent not inconsistent with this Agreement, the Tenant Financing Collateral Agents and other Tenant Financing Claimholders may exercise rights and remedies as unsecured creditors against Tenant in accordance with the terms of the Tenant Financing Documents and applicable law; provided that (i) in the event that any Tenant Financing Claimholder becomes a judgment Lien creditor in respect of CPLV Lease Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Tenant Financing Obligations, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the CPLV Lease Obligations) in the same manner as the other Liens securing the Tenant Financing Obligations are subject to this Agreement.

(e) Nothing in this Agreement shall prohibit the receipt by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder of the required payments of principal, interest and other amounts owed in respect of the Tenant Financing Obligations so long as such receipt is not the direct or indirect result of the exercise by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of rights or remedies as a secured creditor with respect to the CPLV Lease Collateral (including set-off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the CPLV Lease Collateral held by any of them or as a result of any other violation by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of the terms of this Agreement.

(f) Nothing in this Agreement shall prohibit the receipt by any Landlord Financing Lender of the required payments of principal, interest and other amounts owed in respect of the Landlord Financing Obligations in accordance with the Landlord Financing Documents so long as such receipt is not the direct or indirect result of the exercise by any Landlord Financing Lender of rights or remedies as a secured creditor with respect to the CPLV Lease Collateral (including set off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the CPLV Lease Collateral held by any of them or as a result of any other violation by any Landlord Financing Lender of the terms of this Agreement.

(g) Nothing in this Agreement shall prohibit the receipt by Landlord of the required payments of principal, interest and other amounts owed in respect of the CLPV Lease Obligations so long as such receipt is not the direct or indirect result of the exercise by Landlord of rights or remedies as a secured creditor with respect to the CPLV Lease Collateral (including set off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the CPLV Lease Collateral held by any of them or as a result of any other violation by Landlord of the terms of this Agreement and so long as the Landlord has acted in accordance with the Lease and the CPLV Lease Documents.

3.3 Actions Upon Breach; Specific Performance. The parties hereto acknowledge and agree that if any Tenant Financing Claimholder or Landlord in any way takes, attempts to or threatens to take any action in contravention of the terms of the Agreement (including any attempt to realize upon or enforce any remedy with respect to this Agreement), (i) Landlord's damages or the Tenant Financing Claimholders' damages, as applicable, from such actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Tenant Financing Claimholder or Landlord, as applicable, waives any defense that Landlord or the Tenant Financing Claimholders, as applicable, cannot demonstrate damage and/or be made whole by the awarding of damages. Each of Landlord and any Tenant Financing Collateral Agent may demand

injunctive relief and/or specific performance of this Agreement. Landlord and each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of injunctive relief and/or specific performance in any action which may be brought by Landlord or any Tenant Financing Collateral Agent or other Tenant Financing Claimholders, as the case may be. No provision of this Agreement shall constitute or be deemed to constitute a waiver by Landlord or any Tenant Financing Collateral Agent on behalf of itself and each other Tenant Financing Claimholder represented by it of any right to seek damages from any Person in connection with any breach or alleged breach of this Agreement.

#### **SECTION 4. Payments.**

##### **4.1 Application of Proceeds.**

(a) So long as the Discharge of Tenant Financing Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, unless the CPLV Lease Exercise Conditions have occurred, upon the entry and consummation of (i) any New Lease pursuant to and in accordance with Section 17.1(f) of the CPLV Lease, or (ii) any transfer of Tenant's Leasehold Estate to a Replacement Tenant pursuant to and in accordance with Section 17.1 (d) of the CPLV Lease, Section 17.1(e) of the CPLV Lease and/or Section 22 of the CPLV Lease, in each case in a manner consistent with this Agreement, any proceeds from such transaction received by the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders shall be applied by the applicable Tenant Financing Collateral Agent to the Tenant Financing Obligations in such order as specified in the relevant Tenant Financing Documents; provided that any CPLV Lease Collateral (but not the proceeds thereof) and, solely to the extent that such Tenant Financing Collateral Agent is reasonably capable of causing such property to be so transferred, the Related Property shall be transferred by the applicable Tenant Financing Collateral Agent to the new Tenant under the CPLV Lease (or New Lease) in accordance with the terms of Section 17.1(e) or 17.(f) of the CPLV Lease. Upon the Discharge of Tenant Financing Obligations, the applicable Tenant Financing Collateral Agent shall deliver such proceeds of such CPLV Lease Collateral to Tenant, its successors or assigns from time to time, or to whomever may be lawfully entitled to receive the same.

(b) From and after the earlier to occur of the Discharge of Tenant Financing Obligations and the CPLV Lease Exercise Conditions, so long as the Discharge of CPLV Lease Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, any CPLV Lease Collateral or any proceeds thereof received in connection with any Enforcement Action or other exercise of remedies by Landlord shall be transferred to any new Tenant to the extent required by the CPLV Lease subject to a lien in favor of Landlord. Upon the Discharge of CPLV Lease Obligations,

Landlord shall, in the following order, (x) unless a Discharge of Tenant Financing Obligations has already occurred, deliver any remaining proceeds of CPLV Lease Collateral held by it to the Designated Tenant Financing Collateral Agent to be applied by the Tenant Financing Collateral Agents to the Tenant Financing Obligations in such order as specified in the Tenant Financing Documents until a Discharge of Tenant Financing Obligations and (y) if a Discharge of Tenant Financing Obligations has already occurred, deliver such proceeds of CPLV Lease Collateral to Tenant, its successors or assigns from time to time, or to whomever may be lawfully entitled to receive the same.

4.2 Future Liens. Any Lien encumbering the CPLV Lease Collateral received by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder in respect of any of the Tenant Financing Obligations in any Insolvency or Liquidation Proceeding and (y) any Lien encumbering the CPLV Lease Collateral received by Landlord in respect of the CPLV Lease Obligations in any Insolvency or Liquidation Proceeding shall be subject to the terms of this Agreement.

4.3 Release of Liens. Upon any sale or disposition of CPLV Lease Collateral by Landlord pursuant to an Enforcement Action not prohibited by the terms of this Agreement that results in the release of the Lien securing the CPLV Lease Obligations, on all or any portion of any CPLV Lease Collateral, the Lien securing the Tenant Financing Obligations on such CPLV Lease Collateral shall be automatically and unconditionally released with no further consent or action of any Person. The Tenant Financing Collateral Agent shall promptly execute and deliver such release documents and instruments and shall take such further actions as the Landlord shall request to evidence any release of the Liens securing the Tenant Financing Obligations described in this Section 4.3; provided that Landlord shall have delivered to the Tenant Financing Collateral Agent a written request therefor and a certificate of the Landlord to the effect that the release of such CPLV Lease Collateral is in compliance with this Agreement.

## **SECTION 5. Other Agreements.**

### **5.1 Insurance**

The rights of any party hereto in or with respect to insurance policies and proceeds thereof covering the CPLV Lease Collateral shall be governed by the terms of the CPLV Lease and the Landlord Financing SNDA.

### **5.2 Intercreditor Legend**

(a) Tenant agrees that each Tenant Financing Collateral Document relating to the CPLV Lease Collateral shall include the following language (or language to similar effect approved by Landlord):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to the [Collateral Agent] pursuant to this Agreement in the CPLV Lease Collateral and the exercise of any right or remedy by the [Collateral Agent] hereunder against the CPLV Lease Collateral are

subject to the provisions of the Intercreditor Agreement, dated as of [ • ] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among CPLV LLC, as the holder of the CPLV Lease Obligations, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Collateral Agent, DESERT PALACE LLC[ and CEOC, LLC], [collectively,] as Tenant, Landlord Financing Lender and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement with respect to the CPLV Lease Collateral and the Related Property and this Agreement, the terms of the Intercreditor Agreement shall govern and control.”

(b) Landlord and Tenant agree that each CPLV Lease Collateral Document shall include the following language (or language to similar effect approved by each Tenant Financing Collateral Agent):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to Landlord pursuant to this Agreement in the CPLV Lease Collateral] and the exercise of any right or remedy by Landlord hereunder against the [CPLV Lease Collateral] are subject to the provisions of the Intercreditor Agreement, dated as of [ • ] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among CPLV LLC, as the holder of the CPLV Lease Obligations, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Collateral Agent, DESERT PALACE LLC[ and CEOC, LLC], [collectively,] as Tenant, Landlord Financing Lender and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement with respect to the CPLV Lease Collateral and the Related Property and this Agreement, the terms of the Intercreditor Agreement shall govern and control.”

### 5.3 Bailee/Agent for Perfection.

(a) (i) Solely with respect to any deposit accounts and securities accounts constituting CPLV Lease Collateral (the “Pledged Collateral”) under the control (within the meaning of Section 9-104 or 9-106 of the UCC) of Landlord or Landlord Financing Lender, Landlord and Landlord Financing Lender agree to also hold such deposit accounts in accordance with the terms and conditions hereof and the Landlord Financing SNDA.

(ii) Solely with respect to any deposit accounts and securities accounts constituting CPLV Lease Collateral (the “Pledged Collateral”) under the control (within the meaning of Section 9-104 or 9-106 of the UCC) of any Tenant Financing Collateral Agent or any Tenant Financing Claimholder, such Tenant Financing Collateral Agent and such Tenant Financing Claimholder agree to also hold control over such deposit accounts for the Landlord (or, if applicable, Landlord Financing Lender), subject to the terms and conditions of this Section 5.3.



(b) Neither Landlord nor Landlord Financing Lender shall have any obligation whatsoever to any Tenant Financing Collateral Agent or any Tenant Financing Claimholder to ensure that the Pledged Collateral is genuine or owned by Tenant, to perfect the security interest of the Tenant Financing Collateral Agents or other Tenant Financing Claimholders or to preserve rights or benefits of any Person except as expressly set forth in this Section 5.3. The duties or responsibilities of Landlord and Landlord Financing Lender under this Section 5.3 shall be limited solely to holding such deposit accounts and securities accounts in accordance with this Section 5.3.

(c) [Reserved].

(d) Upon the Discharge of CPLV Lease Obligations, Landlord or Landlord Financing Lender, as applicable, shall deliver the remaining Pledged Collateral in its possession (if any) together with any necessary endorsements (which endorsement shall be without recourse and without any representation or warranty), in the following order: (x) if a Discharge of Tenant Financing Obligations has not already occurred, to the Designated Tenant Financing Collateral Agent and (y) if a Discharge of Tenant Financing Obligations has already occurred, to Tenant or to whomever may be lawfully entitled to receive the same. Following the Discharge of CPLV Lease Obligations, each of Landlord and Landlord Financing Lender further agrees to take all other action reasonably requested by any Tenant Financing Collateral Agent at the expense of Tenant in connection with such Tenant Financing Collateral Agent obtaining a first-priority security interest in the Pledged Collateral. After the Discharge of CPLV Lease Obligations has occurred, upon the Discharge of Tenant Financing Obligations, the applicable Tenant Financing Collateral Agent shall deliver the remaining Pledged Collateral in its possession (if any) together with any necessary endorsements (which endorsement shall be without recourse and without any representation or warranty) to Tenant or to whomever may be lawfully entitled to receive the same.

#### 5.4 When Discharge of Obligations Deemed to Not Have Occurred.

(a) If, at any time after the termination of the CPLV Lease has occurred or contemporaneously therewith, a New Lease is entered into in accordance with the CPLV Lease, then such New Lease shall automatically be treated as the CPLV Lease for all purposes of this Agreement and the obligations under such New Lease shall automatically be treated as CPLV Lease Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of CPLV Lease Collateral set forth herein. In such event, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the

obligations of the parties hereto from such date of reinstatement, and (i) the tenant under such New Lease shall become party hereto as Tenant and shall be treated for all purposes hereunder as Tenant and (ii) such tenant, Landlord, each Tenant Financing Collateral Agent, Landlord Financing Lender and each other party hereto shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as any Tenant Financing Collateral Agent, Landlord or Landlord Financing Lender shall reasonably request in order to provide it the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement. This Section 5.4(a) shall survive termination of this Agreement.

(b) If, at any time after the Discharge of Tenant Financing Obligations has occurred, Tenant enters into any Additional Tenant Financing Loan Document evidencing any Additional Tenant Financing Obligations, so long as the Tenant Financing Collateral Agent and the Tenant Financing Claimholders are Permitted Leasehold Mortgagees (as defined in the CPLV Lease) then Landlord and Landlord Financing Lender, at the cost and expense of Tenant, shall, upon the request of Tenant, promptly enter into a new intercreditor agreement, in substantially the same form as this Agreement, with the Tenant Financing Collateral Agent in respect of such Additional Tenant Financing Obligations and the Tenant. This Section 5.4(b) shall survive termination of this Agreement.

**5.5 Amendments to Tenant Financing Documents.** Each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees that it shall not at any time execute or deliver any amendment, restatement, or modification to any Tenant Financing Document that would violate the terms and provisions of this Agreement.

## **SECTION 6. Insolvency or Liquidation Proceedings.**

**6.1 Relief from Automatic Stay.** Prior to the occurrence of the CPLV Lease Exercise Conditions, Landlord agrees that it will not seek relief from the automatic stay or from any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case in respect of the CPLV Lease Collateral, without the prior written consent of the Tenant Financing Collateral Agent (acting upon the written instruction of the Tenant Financing Claimholders) so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee. At all times thereafter, none of the Credit Agreement Collateral Agent or any Credit Agreement Claimholder will seek relief from the automatic stay or from any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case solely in respect of the CPLV Lease Collateral and the Related Property, without the prior written consent of Landlord.

**6.2 Finance and Sale Issues.** Prior to the occurrence of the CPLV Lease Exercise Conditions, if Tenant shall be subject to any Insolvency or Liquidation Proceeding and any Tenant Financing Collateral Agent shall desire to permit the use of “Cash Collateral” (as such term is defined in Section 363(a) of the Bankruptcy Code) on which such Tenant Financing Collateral Agent or any other creditor has a Lien, or to permit Tenant to obtain financing, whether from the Tenant Financing Claimholders or any other Person under Section 364 of the Bankruptcy Code or any similar Bankruptcy Law (“DIP Financing”), in each case in a manner not inconsistent with the terms of this Agreement, then Landlord will not object to such Cash Collateral use or DIP Financing (including any proposed orders for such Cash Collateral use and/or DIP Financing which are acceptable to such Tenant Financing Collateral Agent), so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee and so long as (a) any Liens on the CPLV Lease Collateral securing such DIP Financing are subordinated to the Liens on the CPLV Lease Collateral securing the CPLV Lease Obligations in accordance with the terms of this Agreement and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the CPLV Lease that may arise prior to any rejection of the CPLV Lease. Prior to the occurrence of the CPLV Lease Exercise Conditions, Landlord shall not provide any DIP Financing to Tenant without the prior written consent of the Tenant Financing Collateral Agents so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee. Landlord agrees that, unless the CPLV Lease Exercise Conditions have occurred, it will (including, without limitation, in an Insolvency or Liquidation Proceeding) (i) not seek consultation rights in connection with, and will not object to or oppose, any sale, liquidation or other disposition of any assets of Tenant, including the CPLV Lease Collateral, that is supported by the Tenant Financing Collateral Agents so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee and (ii) be deemed to have consented to such sale, liquidation or other disposition, provided that (A) such sale, liquidation or other disposition shall be made pursuant to a Tenant Financing Permitted Action to the same Person who acquires Tenant’s Leasehold Estate (as defined in the CPLV Lease) in accordance with the CPLV Lease and the Person so acquiring the CPLV Lease Collateral shall expressly acknowledge in writing that it is acquiring the CPLV Lease Collateral subject to the continuing first priority lien of Landlord, and (B) notwithstanding any such sale, liquidation or other disposition, the CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord. Landlord further agrees that, unless the CPLV Lease Exercise Conditions have occurred, it will not directly or indirectly oppose or impede any such sale, liquidation or other disposition, including orders to retain professionals or set bid procedures in connection with such sale, liquidation or disposition if the Tenant Financing Collateral Agents are each a Permitted Leasehold Mortgagee and have consented to (i) such retention of professionals and bid procedures in connection with such sale, liquidation or disposition of such assets and (ii) the sale, liquidation or disposition of such assets, in which event Landlord will be deemed to have consented to the sale or disposition of CPLV Lease Collateral, and provided that (A) such sale, liquidation or other disposition shall be made pursuant to a Tenant Financing Permitted Action to the same Person who acquires Tenant’s Leasehold Estate (as defined in the CPLV Lease) in accordance with the CPLV Lease and (B) notwithstanding any such sale, liquidation or other disposition, the CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord and the Person so acquiring the CPLV Lease Collateral shall expressly acknowledge in writing that it is acquiring the CPLV Lease Collateral subject to the lien of Landlord.

No Tenant Financing Claimholder may participate, directly or indirectly, in, or support any other Person that is seeking approval of, any DIP Financing secured by CPLV Lease Collateral unless (a) any Liens on the CPLV Lease Collateral securing such DIP Financing are subordinated to the Liens on the CPLV Lease Collateral securing the CPLV Lease Obligations in accordance with the terms of this Agreement and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the CPLV Lease that may arise prior to any rejection of the CPLV Lease.

For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, prior to the occurrence of the CPLV Lease Exercise Conditions, neither Landlord nor Landlord Financing Lender may participate, directly or indirectly, in, or support any other Person that is seeking approval of, any DIP Financing secured by Tenant Financing Separate Collateral unless (a) any Liens on the Tenant Financing Separate Collateral securing such DIP Financing are subordinated to the Liens on the Tenant Financing Separate Collateral securing the Tenant Financing Obligations and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the Tenant Financing Documents on Tenant Financing Separate Collateral.

After the occurrence of the CPLV Lease Exercise Conditions, each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, (including, without limitation, in an Insolvency or Liquidation Proceeding) (i) shall not seek consultation rights in connection with, and shall not object to or oppose, any sale, liquidation or other disposition of any CPLV Lease Collateral or Related Property, that is supported by the Landlord and (ii) shall be deemed to have consented to such sale, liquidation or other disposition. Each Tenant Financing Representative further agrees that, after the occurrence of the CPLV Lease Exercise Condition, it will not directly or indirectly oppose or impede any such sale, liquidation or other disposition, including orders to retain professionals or set bid procedures in connection with such sale, liquidation or disposition if the Landlord has consented to (i) such retention of professionals and bid procedures in connection with such sale, liquidation or disposition of such assets and (ii) the sale, liquidation or disposition of such assets, in which event each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees will be deemed to have consented to the sale or disposition of CPLV Lease Collateral.

### 6.3 Adequate Protection.

(a) Landlord agrees that it shall not object to or contest, or support any other Person objecting to or contesting, in each case to the extent that such actions are not inconsistent with this Agreement, (i) any request by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder for adequate protection under Bankruptcy Law; (ii) any objection by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder to any motion,

relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to any Tenant Financing Collateral Agent or other Tenant Financing Claimholder under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise; provided, in each case, that (a) such adequate protection does not result in any Tenant Financing Claimholders receiving any Lien on CPLV Lease Collateral that is not subordinated to the Liens on the CPLV Lease Collateral securing the CPLV Lease Obligations in accordance with the terms of this Agreement, (b) no amounts owed by Tenant with respect to such adequate protection take priority over any claims under the CPLV Lease that may arise prior to any rejection of the CPLV Lease and (c) Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee.

(b) Each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees that it shall not object to or contest, or support any other Person objecting to or contesting, in each case to the extent that such actions are not inconsistent with this Agreement, (i) any request by Landlord for adequate protection under Bankruptcy Law; or (ii) any objection by Landlord to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to Landlord under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise.

6.4 Avoidance Issues. If Landlord is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of Tenant any amount paid in respect of CPLV Lease Obligations (a "Landlord Recovery"), then Landlord shall be entitled to a reinstatement of its CPLV Lease Obligations with respect to all such recovered amounts on the date of such Landlord Recovery, and from and after the date of such reinstatement the Discharge of CPLV Lease Obligations shall be deemed not to have occurred for all purposes hereunder. If any Tenant Financing Claimholder is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of Tenant any amount paid in respect of Tenant Financing Obligations (a "Tenant Financing Recovery" and, together with a Landlord Recovery, a "Recovery"), then such Tenant Financing Claimholder shall be entitled to a reinstatement of its Tenant Financing Obligations with respect to all such recovered amounts on the date of such Recovery, and from and after the date of such reinstatement the Discharge of Tenant Financing Obligations shall be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to any Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. The parties hereto agree that they shall not be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement. This Section 6.4 shall survive termination of this Agreement.

#### 6.5 Post-Petition Interest.

(a) No Tenant Financing Collateral Agent or other Tenant Financing Claimholder shall oppose or seek to challenge any claim by Landlord for allowance in any Insolvency or Liquidation Proceeding of CPLV Lease Obligations consisting of Post-Petition Interest to the extent of the value of Landlord's Lien on the CPLV Lease Collateral, without regard to the existence of the Liens of the Tenant Financing Collateral Agents or the other Tenant Financing Claimholders on the CPLV Collateral.

(b) Landlord shall not oppose or seek to challenge any claim by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder for allowance in any Insolvency or Liquidation Proceeding of Tenant Financing Obligations consisting of Post-Petition Interest to the extent of the value of the Lien of the Tenant Financing Collateral Agents, on behalf of the Tenant Financing Claimholders, on the Tenant Financing Collateral (after taking into account the amount of the CPLV Lease Obligations and the provisions of this Agreement).

6.6 Separate Grants of Security and Separate Classification. Each of the Tenant Financing Collateral Agents, on behalf of itself and each other Tenant Financing Claimholder represented by it, and Landlord acknowledges and agrees that:

(a) the grants of Liens pursuant to the CPLV Lease Collateral Documents and the Tenant Financing Collateral Documents constitute two separate and distinct grants of Liens; and

(b) because of, among other things, their differing rights in the CPLV Lease Collateral, the Tenant Financing Obligations are fundamentally different from the CPLV Lease Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency or Liquidation Proceeding.

To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of Landlord and the Tenant Financing Claimholders in respect of the CPLV Lease Collateral constitute only one secured claim (rather than separate classes of senior and junior secured claims), then each of the parties hereto hereby acknowledges and agrees that all distributions shall be made as contemplated hereunder as if there were separate classes of secured claims against Tenant in respect of the CPLV Lease Collateral.

6.7 Effectiveness in Insolvency or Liquidation Proceedings. Each party hereto acknowledge that this Agreement is a "subordination agreement" under Section 510(a) of the Bankruptcy Code, which will be effective before, during and after the commencement of an Insolvency or Liquidation Proceeding. All references in this Agreement to Tenant will include such Person as a debtor-in-possession and any receiver or trustee for such Person in an Insolvency or Liquidation Proceeding.

6.8 Unsecured Creditor/DIP Financing Lender. Each Tenant Financing Representative, on behalf of itself and each Tenant Financing Claimholder, and Landlord further agree that it shall not take any action or exercise any rights or remedies prohibited by this Agreement, including this Section 6 in its capacity as an unsecured creditor or creditor under a DIP Financing.

## **SECTION 7. Reliance; Waivers; Etc.**

7.1 Reliance. Other than any reliance on the terms of this Agreement, Landlord acknowledges that it has independently and without reliance on any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, and based on documents and information deemed by it appropriate, made its own credit analysis and decision to enter into each of the CPLV Lease Documents and be bound by the terms of this Agreement and it will continue to make its own credit decision in taking or not taking any action under the CPLV Lease Documents or this Agreement. Other than reliance on the terms of this Agreement, each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, acknowledges that it and such other Tenant Financing Claimholders have, independently and without reliance on Landlord, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Tenant Financing Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the Tenant Financing Documents or this Agreement.

7.2 No Warranties or Liability. Landlord acknowledges and agrees that no Tenant Financing Collateral Agent or other Tenant Financing Claimholder has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the Tenant Financing Documents, the ownership of any CPLV Lease Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, the Tenant Financing Claimholders will be entitled to manage and supervise their respective loans and extensions of credit under the Tenant Financing Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. Each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder, acknowledges and agrees that Landlord has not made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the CPLV Lease Documents, the ownership of any CPLV Lease Collateral or the perfection or priority of any Liens thereon.

7.3 Obligations Unconditional. All rights, interests, agreements and obligations of Landlord, Landlord Financing Lender and the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any CPLV Lease Documents and Landlord Financing Documents or any Tenant Financing Documents;

(b) except as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of, or in any other terms of, all or any of the CPLV Lease Obligations, Landlord Financing Documents or Tenant Financing Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any CPLV Lease Document, any Landlord Financing Document or any Tenant Financing Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any CPLV Lease Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the CPLV Lease Obligations or Tenant Financing Obligations or any guarantee thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of Tenant; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, Tenant in respect of Landlord, the CPLV Lease Obligations, any Tenant Financing Collateral Agent, any Tenant Financing Claimholder or the Tenant Financing Obligations in respect of this Agreement.

#### **SECTION 8. Landlord Financing SNDAs.**

8.1 Tenant Financing Claimholder. Landlord Financing Lender and Landlord acknowledge and agree that any Tenant Financing Collateral Agent or any other Person who acquires any portion of Tenant's leasehold interest in the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or any successor owner of the such leasehold interest Leased Property shall be entitled, upon an assumption of Tenant's rights and obligations under the CPLV Lease, to exercise and enforce all rights and benefits of Tenant under, and subject to, the Landlord Financing SNDA or any other any subordination, nondisclosure and attornment agreement or similar agreement entered into between Landlord Financing Lender or any related party and Tenant. If a New Lease is entered into pursuant to Section 17.1(f) of the CPLV Lease, Landlord Financing Lender, at the cost and expense of Tenant, shall enter into new subordination, nondisclosure and attornment agreements or similar agreements with the tenant under such New Lease in substantially the same forms and substance as the corresponding agreement that were entered into with respect to the CPLV Lease.



## SECTION 9. Miscellaneous.

9.1 Integration. This Agreement, the CPLV Lease Documents, the Tenant Financing Documents, the Trademark Security Agreement (as defined in the Landlord Financing Agreement), and, to the extent expressly set forth herein, the Landlord Financing SNDA represent the entire agreement of Tenant, Landlord, the Tenant Financing Claimholders and, as between the Landlord and Landlord Financing Lender, the Landlord Financing Documents with respect to the CPLV Lease Collateral, and supersede any and all previous agreements and understandings, oral or written, relating to the CPLV Lease Collateral. There are no promises, undertakings, representations or warranties by Tenant, Landlord, the Tenant Financing Claimholders or Landlord Financing Lender relative to the CPLV Lease Collateral not expressly set forth or referred to herein or therein. In the event of any conflict between the provisions of this Agreement and the provisions of the CPLV Lease Documents or the Tenant Financing Documents with respect to the CPLV Lease Collateral and Related Property, the provisions of this Agreement shall govern and control; provided that the foregoing shall not be construed to limit the relative rights and obligations as among the Tenant Financing Claimholders, which may be governed by separate intercreditor arrangements among them and provided further that notwithstanding the foregoing nothing in this agreement shall be construed to permit Landlord to exercise any rights or remedies against Tenant in contravention of the first sentence of Section 6.3(d) of the CPLV Lease.

9.2 Effectiveness; Continuing Nature of this Agreement; Severability. This Agreement shall become effective when executed and delivered by the parties hereto. Each of Landlord and each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to those of the invalid, illegal or unenforceable provisions. All references to Tenant shall include Tenant as debtor and debtor-in-possession and any receiver, trustee or similar person for Tenant in any Insolvency or Liquidation Proceeding. This Agreement shall terminate and be of no further force and effect on the earlier to occur of (x) the date on which there has been a Discharge of CPLV Lease Obligations and (y) the date on which there has been a Discharge of Tenant Financing Obligations, in each case, subject to Section 5.4 and Section 6.4; provided, however, that no termination shall relieve any party of its obligations incurred hereunder prior to the date of termination.

9.3 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement by any party hereto shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time.

9.4 Information Concerning Financial Condition of Tenant and its Subsidiaries. Landlord, on the one hand, and the Tenant Financing Claimholders and the Tenant Financing Collateral Agents, on the other hand, shall each be responsible for keeping themselves informed of (a) the financial condition of Tenant and all endorsers and/or guarantors of the CPLV Lease Obligations or the Tenant Financing Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the CPLV Lease Obligations or the Tenant Financing Obligations. Subject to Article XVII of the CPLV Lease, neither Landlord, on the one hand, nor any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, on the other hand, shall have any duty to advise the others of information known to it regarding such condition or any such circumstances or otherwise.

9.5 Subrogation.

(a) With respect to the value of any payments or distributions in cash, property or other assets that any of the Tenant Financing Claimholders or Tenant Financing Collateral Agents pays over to Landlord under the terms of this Agreement, such Tenant Financing Claimholders and Tenant Financing Collateral Agents shall be subrogated to the rights of Landlord; provided that each such Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of CPLV Lease Obligations has occurred. Tenant acknowledges and agrees that the value of any payments or distributions in cash, property or other assets received by the Tenant Financing Collateral Agents or the Tenant Financing Claimholders that are paid over to Landlord pursuant to this Agreement shall not reduce any of the Tenant Financing Obligations.

(b) With respect to the value of any payments or distributions in cash, property or other assets that Landlord pays over to any Tenant Financing Claimholders under the terms of this Agreement, Landlord shall be subrogated to the rights of such Tenant Financing Claimholders; provided that Landlord hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the earlier of (i) the date on which the CPLV Lease Conditions have occurred and (ii) the Discharge of Tenant Financing Obligations has occurred. Tenant acknowledges and agrees that the value of any payments or distributions in cash, property or other assets received by Landlord that are paid over to Tenant Financing Claimholders pursuant to this Agreement shall not reduce any of the CPLV Lease Obligations.

9.6 Additional Debt Facilities.

(a) Subject to the terms of the CPLV Lease, Tenant may incur (or issue and sell), secure and guarantee one or more series or classes of Indebtedness that Tenant designates as Additional Tenant Financing Debt. Such Additional Tenant Financing Debt may be in addition to the Credit Agreement and/or may refinance the Credit Agreement in full or in part.

Subject to the terms of the CPLV Lease, any such series or class of Additional Tenant Financing Debt may be secured by a Lien on the CPLV Lease Collateral that is junior in priority to the Lien upon such CPLV Lease Collateral securing the CPLV Lease Obligations in accordance with the terms hereof, in each case under and pursuant to the relevant Tenant Financing Collateral Documents for such Series of Additional Tenant Financing Debt; provided, however, that unless such Indebtedness is part of an existing Series of Additional Tenant Financing Debt represented by a Tenant Financing Collateral Agent already party to this Agreement, the Additional Tenant Financing Collateral Agent of any such Additional Tenant Financing Debt becomes a party to this Agreement by satisfying the conditions set forth in clauses (1) and (2) of Section 9.6(b). Upon any Additional Tenant Financing Collateral Agent so becoming a party hereto, all Additional Tenant Financing Obligations of such Series shall also be entitled to be so secured by a subordinated Lien on the CPLV Lease Collateral in accordance with the terms hereof and thereof.

(b) In order for an Additional Tenant Financing Collateral Agent to become a party to this Agreement:

(1) each such Additional Tenant Financing Collateral Agent must qualify as a Permitted Leasehold Mortgagee (as defined in the Lease);

(2) such Additional Tenant Financing Collateral Agent shall have executed and delivered to each other then-existing Tenant Financing Collateral Agent and Landlord a Joinder Agreement substantially in the form of Exhibit A hereto (with such changes as may be reasonably approved by such Persons and such Additional Tenant Financing Collateral Agent) pursuant to which such Additional Tenant Financing Collateral Agent becomes a Tenant Financing Collateral Agent hereunder and the related Tenant Financing Claimholders, as applicable, become subject hereto and bound hereby; and

(3) Tenant shall have delivered a Designation to each other then-existing Tenant Financing Collateral Agent and Landlord substantially in the form of Exhibit B hereto, pursuant to which Tenant shall (A) identify the Indebtedness to be designated as Additional Tenant Financing Obligations, (B) specify the name and address of the applicable Additional Tenant Financing Collateral Agent, and (C) certify that the conditions set forth in this Section 9.6 are satisfied with respect to such Additional Tenant Financing Debt; provided that, in the case of a replacement or refinancing of the Credit Agreement, the Tenant may identify in such Designation a particular Tenant Financing Collateral Agent as the new Credit Agreement Collateral Agent, and in such case, such Tenant Financing Collateral Agent shall be deemed to be the Credit Agreement Collateral Agent for all purposes hereunder and the Tenant Financing Documents to which such Credit Agreement Collateral Agent is party shall be deemed to be the Credit Agreement Loan Documents for all purposes hereunder.

(c) The Additional Tenant Financing Loan Documents relating to such Additional Tenant Financing Obligations shall provide that each of the applicable Additional Tenant Financing Claimholders with respect to such Additional Tenant Financing Obligations will be subject to and bound by the provisions of this Agreement in its capacity as a holder of such Additional Tenant Financing Obligations and the Tenant Financing Obligations related thereto shall be subject to the terms and provisions of this Agreement.

(d) Upon the execution and delivery of a Joinder Agreement by an Additional Tenant Financing Collateral Agent in accordance with this Section 9.6, each other Tenant Financing Collateral Agent and Landlord shall acknowledge receipt thereof by countersigning a copy thereof and returning the same to such Additional Tenant Financing Collateral Agent; provided that the failure of any Tenant Financing Collateral Agent or Landlord to so acknowledge or return the same shall not affect the status of such Additional Tenant Financing Obligations as Tenant Financing Obligations, if the other requirements of this Section 9.6 are complied with.

(e) With respect to any incurrence, issuance or sale of Indebtedness after the date hereof under the Credit Agreement or the Additional Tenant Financing Loan Documents of a Series of Additional Tenant Financing Debt whose Tenant Financing Collateral Agent is already a party to this Agreement, the requirements of Section 9.6(b) shall not be applicable and such Indebtedness shall automatically constitute Additional Tenant Financing Debt subject to the provisions of this Agreement.

(f) Landlord shall cause the Fee Mortgagee under any Fee Mortgage entered into after the date of this Agreement to become party to this Agreement as a Landlord Financing Lender by executing and delivering to each party hereto a joinder agreement in form and substance reasonably satisfactory to the Tenant Financing Collateral Agents pursuant to which such Fee Mortgagee agrees to be subject to and bound by the terms of this Agreement, including Section 2.1(c), as a Landlord Financing Lender.

9.7 Submission to Jurisdiction; Certain Waivers. Each of Tenant, Landlord, each Tenant Financing Collateral Agent on behalf of itself and each Tenant Financing Claimholder represented by it, and Landlord Financing Lender hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the Collateral Documents (whether arising in contract, tort or otherwise) to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the general jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States for the Southern District of New York sitting in the Borough of Manhattan, and any bankruptcy court having jurisdiction over any Insolvency or Liquidation Proceeding, and appellate courts from any of the foregoing;

(b) agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York state court, bankruptcy court or, to the fullest extent permitted by applicable law, in such federal court, and that any such court, including any bankruptcy court having jurisdiction over any Insolvency or Liquidation Proceeding, shall have the authority to enforce the terms of this Agreement (including by specific performance) in any such proceeding;

(c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and that nothing in this Agreement or any other CPLV Lease Document or Tenant Financing Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other CPLV Lease Document or Tenant Financing Document against Tenant or any of its assets in the courts of any jurisdiction;

(d) waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Collateral Documents in any court referred to in Section 9.7(a) (and irrevocably waives to the fullest extent permitted by applicable law the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court);

(e) consents to service of process in any such proceeding in any such court by registered or certified mail, return receipt requested, to the applicable party at its address provided in accordance with Section 9.9 (and agrees that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law);

(f) agrees that service as provided in Section 9.7(e) is sufficient to confer personal jurisdiction over the applicable party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect; and

(g) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages.

9.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, BREACH OF DUTY, COMMON LAW, STATUTE OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

9.9 Notices. Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile, electronic mail or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages hereto or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. All notices to the Tenant Financing Claimholders permitted or required under this Agreement shall be sent to the applicable Tenant Financing Collateral Agent(s).

9.10 Further Assurances. Landlord, each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder under the Tenant Financing Documents represented by it, and Tenant, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as Landlord or any Tenant Financing Collateral Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

9.11 APPLICABLE LAW. THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS IN THE CPLV LEASE COLLATERAL).

9.12 Binding on Successors and Assigns. This Agreement shall be binding upon Landlord, the Tenant Financing Collateral Agents, the other Tenant Financing Claimholders, Tenant and Landlord Financing Lender and their respective successors and assigns from time to time. If any Tenant Financing Collateral Agent resigns or is replaced pursuant to the Tenant Financing Documents, its successor and/or assign shall be deemed to be a party to this Agreement and shall have all the rights of, and be subject to all the obligations of, this Agreement. No provision of this Agreement will inure to the benefit of a bankruptcy trustee, debtor-in-possession, creditor trust or other representative of an estate or creditor of Tenant, including where any such bankruptcy trustee, debtor-in-possession, creditor trust or other representative of an estate is the beneficiary of a Lien securing CPLV Lease Collateral by virtue of the avoidance of such Lien in an Insolvency or Liquidation Proceeding.

9.13 Section Headings. The section headings and the table of contents used in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose, be given any substantive effect, affect the construction hereof or be taken into consideration in the interpretation hereof.

9.14 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., in “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

9.15 Authorization. By its signature, each Person executing this Agreement, on behalf of such Person but not in his or her personal capacity as a signatory, represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

9.16 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of Landlord, Tenant, Landlord Financing Lender and the Tenant Financing Claimholders and their respective successors and assigns from time to time; provided that, with respect to the rights of Landlord expressly referred to in Section 2.1(c)(ii) of this Agreement, Landlord Financing Lender shall be an express and intended third party beneficiary of such rights of Landlord under such Section 2.1(c)(ii). Other than as set forth in Section 9.3 and Section 9.6, none of Tenant, Lease Guarantor, Manager or any other creditor shall have any rights hereunder and none of Tenant, Lease Guarantor, Manager or any other creditor may rely on the terms hereof. Nothing in this Agreement is intended to or shall impair the obligations of Tenant, which are absolute and unconditional, to pay the CPLV Lease Obligations and perform obligations under the CPLV Lease and the Tenant Financing Obligations as and when the same shall become due and payable in accordance with their terms.

9.17 No Indirect Actions. Unless otherwise expressly stated, if a party may not take an action under this Agreement, then it may not take that action indirectly, or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the party but is intended to have substantially the same effects as the prohibited action.

9.18 Consent Agreement. For avoidance of doubt, and notwithstanding anything otherwise set forth herein, the parties hereto agree that any foreclosure or realization by any Tenant Secured Party under or pursuant to a Tenant Financing Document or upon Tenant's interest under the CPLV Lease or that would result in a transfer of all or any portion of the Tenant's interest in (i) any of the Managed Facilities or any portion thereof, (ii) the Leased Property or any portion thereof, or (iii) the CPLV Lease, the MLSA or Tenant's rights or Manager's obligations under the MLSA, shall in any case be subject to the applicable provisions, terms and conditions of Article XI of the MLSA, and of the CPLV Lease, including Article 17 and Article 22 thereof.

9.19 Acknowledgment of CPLV Lease as True Lease. Each Tenant Financing Representative, on behalf of itself and the related Tenant Financing Claimholders, agrees and acknowledges that it will not take any action, directly or indirectly, whether under this Agreement, the Tenant Financing Documents or otherwise, and whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant or Guarantor, (i) to challenge any assertion by any party that the CPLV Lease is a true lease, or (ii) to contend that the CPLV Lease is not a true lease or to support any such contention.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have executed this Intercreditor Agreement as of the date first written above.

**CPLV PROPERTY OWNER LLC,**  
as Landlord,

By: \_\_\_\_\_  
Name:  
Title:

**[NOTICE ADDRESS]**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Credit Agreement Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

Acknowledged and Agreed to by:

DESERT PALACE LLC,  
as Tenant

By: \_\_\_\_\_  
Name:  
Title:

CEOC, LLC,  
as Tenant

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

[CMBS LENDER],  
as Landlord Financing Lender

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

[FORM OF] TENANT FINANCING JOINDER AGREEMENT NO. [ ] dated as of [ ], 20[ ] to the INTERCREDITOR AGREEMENT dated as of [ ], 2017 (the “**Intercreditor Agreement**”), among [INSERT NAME], as Landlord, [INSERT NAME], as Credit Agreement Collateral Agent, and the additional Tenant Financing Collateral Agents from time to time a party thereto, and [TENANT], a [ ] (the “**Tenant**”).

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

As a condition to the ability of the Tenant to incur Additional Tenant Financing Debt after the date of the Intercreditor Agreement and to secure such Additional Tenant Financing Debt and related Additional Tenant Financing Obligations with a lien on the CPLV Lease Collateral, in each case under and pursuant to the applicable Additional Tenant Financing Documents, the Additional Tenant Financing Collateral Agent in respect of such Additional Tenant Financing Debt and related Additional Tenant Financing Obligations is required to become a Tenant Financing Collateral Agent under, and the Additional Tenant Financing Claimholders in respect thereof are required to become subject to and bound by, the Intercreditor Agreement. Section 9.6 of the Intercreditor Agreement provides that such Additional Tenant Financing Collateral Agent may become a Tenant Financing Collateral Agent under, and such Additional Tenant Financing Claimholders may become subject to and bound by, the Intercreditor Agreement pursuant to the execution and delivery by the Additional Tenant Financing Collateral Agent of an instrument in the form of this Joinder Agreement and the satisfaction of the other conditions set forth in Section 9.6 of the Intercreditor Agreement. The undersigned Additional Tenant Financing Collateral Agent (the “**New Collateral Agent**”) is executing this Joinder Agreement in accordance with the requirements of the Intercreditor Agreement.

Accordingly, the New Collateral Agent agrees as follows:

1. **Accession to the Intercreditor Agreement.** In accordance with Section 9.6 of the Intercreditor Agreement, the New Collateral Agent by its signatures below becomes a Tenant Financing Collateral Agent under, and the related Additional Tenant Financing Claimholders represented by it become subject to and bound by, the Intercreditor Agreement with the same force and effect as if the New Collateral Agent had originally been named therein as a Tenant Financing Collateral Agent, and the New Collateral Agent, on behalf of itself and each other Additional Tenant Financing Claimholder represented by it, hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Tenant Financing Collateral Agent and to the Additional Tenant Financing Claimholders represented by it as Tenant Financing Claimholders. Each reference to a “Tenant Financing Collateral Agent” in the Intercreditor Agreement shall be deemed to include the New Collateral Agent and each reference to “Tenant Financing Claimholders” shall include the Additional Tenant Financing Claimholders represented by such New Collateral Agent. The Intercreditor Agreement is hereby incorporated herein by reference.

2. Representations and Warranties. New Collateral Agent represents and warrants to Landlord and the other Tenant Financing Collateral Agents and that (i) it has full power and authority to enter into this Joinder Agreement, in its capacity as [agent][trustee], (ii) this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and the terms of the Intercreditor Agreement and (iii) the Tenant Financing Documents relating to such Additional Tenant Financing Debt provide that, upon the New Collateral Agent's entry into this Agreement, the Additional Tenant Financing Claimholders in respect of such Additional Tenant Financing Debt will be subject to and bound by the provisions of the Intercreditor Agreement as Tenant Financing Claimholders.

3. Counterparts. This Joinder Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Joinder Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Joinder Agreement.

4. Full Force and Effect. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

5. Section Headings. Section heading used in this Joinder Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken in consideration in the interpretation hereof.

6. Governing Law. **THIS JOINDER AGREEMENT, AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS IN THE COLLATERAL).**

7. Severability. Any provision of this Joinder Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and of the Intercreditor Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to those of the invalid, illegal or unenforceable provisions.

8. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.9 of the Intercreditor Agreement. All communications and notices hereunder to the New Collateral Agent shall be given to it at the address set forth below its signature hereto.

9. Miscellaneous. The provisions of Section 9 of the Intercreditor Agreement will apply with like effect to this Joinder Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the New Collateral Agent has duly executed this Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.

[NAME OF NEW COLLATERAL AGENT],  
as [            ] for the holders of [            ]

By: \_\_\_\_\_  
Name:  
Title:

Address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
Attention of: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Receipt of the foregoing acknowledged:  
[NAME OF APPLICABLE COLLATERAL AGENT],  
as [Insert title of Collateral Agent]

By: \_\_\_\_\_  
Name:  
Title:



[FORM OF] DEBT DESIGNATION NO. [ ] (this “**Designation**”) dated as of [ ], 20[ ] with respect to the INTERCREDITOR AGREEMENT dated as of [ ], 2017 (the “**Intercreditor Agreement**”), among [INSERT NAME], Landlord, [ ], as Credit Agreement Collateral Agent, and the additional Tenant Financing Collateral Agents from time to time a party thereto, and [TENANT] (“**Tenant**”).

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

This Designation is being executed and delivered in order to designate additional secured Obligations of Tenant as Additional Tenant Financing Debt entitled to the benefit of and subject to the terms of the Intercreditor Agreement.

The undersigned, the duly appointed [*specify title of signing officer*] of Tenant hereby certifies on behalf of Tenant that:

1. Tenant intends to incur Indebtedness (the “**Designated Obligations**”) in the initial aggregate principal amount of [ ] pursuant to the following agreement: [*describe credit/loan agreement, indenture or other agreement giving rise to Additional Tenant Financing Debt*] (the “**Designated Agreement**”) which will be Additional Tenant Financing Obligations.
2. The incurrence of the Designated Obligations is permitted by each applicable CPLV Lease Document and Tenant Financing Document.
3. Pursuant to and for the purposes of Section 9.6 of the Intercreditor Agreement, (i) the Designated Agreement is hereby designated as an “Additional Tenant Financing Loan Document” and (ii) the Designated Obligations are hereby designated as “Additional Tenant Financing Obligations”.
4. The name and address of the Tenant Financing Collateral Agent for such Designated Obligations is:  
[Insert name and all capacities; Address]  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
5. Attached hereto are true and complete copies of each of the Tenant Financing Loan Documents relating to such Additional Tenant Financing Debt.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Tenant has caused this Designation to be duly executed by the undersigned as of the day and year first above written.

[TENANT]

By: \_\_\_\_\_  
Name:  
Title:

**[FORM OF]  
MASTER LEASE INTERCREDITOR AGREEMENT (NON-CPLV)**

[See Attached]

Exhibit V

**INTERCREDITOR AGREEMENT**

**Dated as of October 6, 2017**

**among**

**Each Landlord referred to herein,  
as Landlord,**

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

**each additional Tenant Financing Collateral Agent from time to time party hereto,**

**The Tenants referred to herein,  
and each additional person from time to time serving as tenant under the lease that  
hereafter becomes a party hereto, as Tenant,**

**and**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**and**

**UMB, NATIONAL ASSOCIATION,  
collectively, as Landlord Financing Lenders**

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## EXHIBITS

- Exhibit A - Joinder Agreement (Additional Tenant Financing Debt)
- Exhibit B - Additional Tenant Financing Debt Designation

## INTERCREDITOR AGREEMENT

This INTERCREDITOR AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is dated as of October 6, 2017, and entered into by and among each of the persons listed on Schedule A attached hereto, each as a landlord under the Non-CPLV Lease referred to below and the holder of the Non-CPLV Lease Obligations (as defined below) (collectively, in such capacity and together with their respective successors and assigns from time to time, the “Landlord”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the holders of the Credit Agreement Obligations (as defined below) (in such capacity and together with its successors and assigns from time to time, the “Credit Agreement Collateral Agent”), each additional Tenant Financing Collateral Agent that from time to time becomes a party hereto pursuant to Section 9.6, each of the persons listed on Schedule B attached hereto (collectively, and together with any additional person that hereafter becomes the Tenant (under and as defined in the Non-CPLV Lease) and becomes a party hereto, “Tenant”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America, having an address at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402; and UMB, NATIONAL ASSOCIATION, a banking association chartered under the laws of the United States of America, having an address at 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402, collectively, as collateral agents under the Landlord Financing Agreements referred to below (in such capacity and together with their respective successors and assigns from time to time, collectively, the “Landlord Financing Lender”). Capitalized terms used in this Agreement have the meanings assigned to them in Section 1 below.

### RECITALS

A. Tenant, as tenant, and Landlord, as landlord, have entered into the Non-CPLV Lease;

B. To secure the performance of Tenant’s obligations under the Non-CPLV Lease, Tenant granted to Landlord a first priority security interest in all of Tenant’s right, title and interest in and to the Non-CPLV Lease Collateral;

C. Caesars Entertainment Operating Company, Inc., a Delaware corporation (“CEOC Inc.”), CEOC, LLC, a Delaware limited liability company (“CEOC”), collectively, as borrower, the lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent, have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

D. Pursuant to the Credit Agreement, Desert Palace LLC, a Nevada limited liability company (“Desert Palace”), and the tenants under the Non-CPLV Lease, unconditionally guaranteed the Credit Agreement Obligations by executing and delivering that certain Subsidiary Guarantee Agreement, dated as of the date hereof (as



amended, restated, amended and restated, supplemented, otherwise modified or replaced from time to time, the “Subsidiary Guarantee”), by Tenant and each other Subsidiary Loan Party (as defined in the Credit Agreement) party thereto in favor of the Credit Agreement Collateral Agent;

E. Pursuant to the Credit Agreement and certain collateral documents executed in connection therewith, to secure the Credit Agreement Obligations, Tenant and each other Subsidiary Loan Party granted to the Credit Agreement Collateral Agent (for the benefit of the Credit Agreement Claimholders) a subordinate and second priority security interest in and to the Non-CPLV Lease Collateral, and a first priority security interest in all or substantially all of Tenant’s and such Subsidiary Loan Parties’ other personal property, by executing and delivering that certain Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, otherwise modified or replaced from time to time, the “Credit Agreement Collateral Agreement”), by and among CEOC Inc., CEOC, Desert Palace, each other Subsidiary Loan Party party thereto and the Credit Agreement Collateral Agent;

F. In connection with the Credit Agreement, Tenant is required to grant leasehold mortgages and deeds of trust in respect of Tenant’s interest in the Non-CPLV Lease and the Leased Property (as defined in the Non-CPLV Lease) to the Credit Agreement Collateral Agent (for the benefit of the Credit Agreement Claimholders) to secure Tenant’s obligations under the Credit Agreement Loan Documents (as such leasehold deeds of trust and mortgages may be amended, restated, amended and restated, supplemented, otherwise modified from time to time, the “Credit Agreement Leasehold Mortgage”);

G. Subject to the terms and conditions of the Non-CPLV Lease, Tenant and its Affiliates may at any time or from time to time enter into additional financings or refinancings of their Indebtedness and Tenant and its Subsidiaries may guarantee and pledge their assets to secure such financings or refinancings;

H. VICI Properties 1 LLC, a Delaware limited liability company (the “Borrower”), as borrower, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders (the “Landlord Credit Lender”), have entered into that certain First Lien Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Landlord Credit Agreement”);

I. Borrower and VICI FC Inc., each as an issuer (collectively, the “Issuers”), the Landlord, as subsidiary guarantors, the other subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee, have entered into that certain Indenture, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Landlord First Lien Indenture”) pursuant to which the Issuers shall issue First Priority Senior Secured Floating Rate Notes due 2022;

J. The Issuers, the Landlord, as subsidiary guarantors, the other subsidiary guarantors party thereto from time to time and UMB Bank, National Association, as trustee (the "Landlord Note Lender"), have entered into that certain Indenture, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Landlord Second Lien Indenture" and, together with the Landlord First Lien Indenture and Landlord Credit Agreement, collectively, the "Landlord Financing Agreements") pursuant to which the Issuers shall issue 8.0% Second Priority Secured Notes due 2023;

K. In connection with the Landlord Financing Agreements, each Landlord granted to the Landlord Financing Lenders a security interest in all or substantially all of such Landlord's personal property, including a collateral assignment of its security interest in Tenant's personal property granted to Landlord under the Non-CPLV Lease, by executing and delivering (i) that certain Collateral Agreement (First Lien), dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), by each Landlord to the Landlord Credit Lender and (ii) that certain Collateral Agreement (Second Lien), dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement" and together with the First Lien Collateral Agreement, collectively, the "Landlord Financing Collateral Agreements"), by each Landlord to the Landlord Note Lender;

L. In connection with the Landlord Financing Agreements, each Landlord is required to grant a Fee Mortgage (as defined in the Non-CPLV Lease) in respect of such Landlord's interest in the Leased Property (as defined in the Non-CPLV Lease) and all other property referenced therein (collectively, the "Landlord Financing Collateral") to each of the Landlord Credit Lender and Landlord Note Lender to secure such Landlord's guarantee of the Borrower's and Issuers' respective obligations under the Landlord Credit Agreement, Landlord First Lien Indenture and Landlord Second Lien Indenture, as applicable, pursuant to those certain (i) First Lien Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filings and (ii) Second Lien Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filings, entered into from time to time, in each case, in substantially the forms attached as Exhibits to the Landlord Credit Agreement with such changes thereto as the Landlord Credit Lender shall agree (collectively, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Landlord Financing Fee Mortgages") by such Landlord in favor of the Landlord Credit Lender and Landlord Note Lender, as applicable;

M. The parties hereto are entering into this Agreement and Landlord, Tenant and Manager are contemporaneously entering into the Non-CPLV Lease Documents as part of an integrated transaction; and

N. In consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each of Landlord, the Credit Agreement Collateral Agent (for itself and on behalf of each Credit Agreement Claimholder), each Additional Tenant Financing Collateral Agent (for itself and on behalf of each Additional Tenant Financing Claimholder represented by it), Tenant and each Landlord Financing Lender intending to be legally bound, hereby agrees as follows:

**SECTION 1. Definitions.**

**1.1 Defined Terms.**

(a) Unless otherwise defined herein, terms defined in the Non-CPLV Lease and used herein shall have the meanings given to them in the Non-CPLV Lease.

(b) As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Additional Tenant Financing Claimholders” means, with respect to any Series of Additional Tenant Financing Debt, the holders of such Indebtedness, the Tenant Financing Collateral Agent with respect thereto, any trustee or agent therefor under any related Additional Tenant Financing Loan Documents and the beneficiaries of each indemnification obligation undertaken by the Tenant under any related Additional Tenant Financing Loan Documents and the holders of any other Additional Tenant Financing Obligations secured by the Tenant Financing Collateral Documents for such Series of Additional Tenant Financing Debt.

“Additional Tenant Financing Collateral Agent” has the meaning set forth in the definition of “Tenant Financing Collateral Agent”.

“Additional Tenant Financing Debt” means any Indebtedness and guarantees thereof that is incurred, issued or guaranteed by Tenant or any of its Affiliates other than the Credit Agreement Debt, which Indebtedness and guarantees are secured by the Tenant Financing Collateral (or a portion thereof); provided, however, that with respect to any such Indebtedness incurred after the date hereof (i) such Indebtedness is permitted to be incurred and secured on the basis so secured by the Non-CPLV Lease, (ii) unless already a party with respect to that Series of Additional Tenant Financing Debt, the Tenant Financing Collateral Agent for the holders of such Indebtedness shall have become party to this Agreement pursuant to, and by satisfying the conditions set forth in, Section 9.6 and (iii) each of the other requirements of Section 9.6 shall have been complied with.

“Additional Tenant Financing Loan Documents” means, with respect to any Series of Additional Tenant Financing Debt, the loan agreements, promissory notes, indentures and other operative agreements evidencing or governing such Indebtedness, any document governing reimbursement obligations in respect of letters of credit issued pursuant to any Additional Tenant Financing Loan Documents and the Tenant Financing Collateral Documents securing such Series of Additional Tenant Financing Debt.

“Additional Tenant Financing Obligations” means, with respect to any Series of Additional Tenant Financing Debt, (a) principal, interest (including without limitation any Post-Petition Interest), premium (if any), penalties, fees, expenses (including, without limitation, fees, expenses and disbursements of agents, professional advisors and legal counsel), indemnifications, reimbursement obligations (including in respect of letters of credit), damages and other liabilities, and guarantees of the foregoing amounts, in each case whether or not allowed or allowable in an Insolvency or Liquidation Proceeding, payable with respect to such Additional Tenant Financing Debt, (b) all other amounts payable to the related Additional Tenant Financing Claimholders under the related Additional Tenant Financing Loan Documents (other than in respect of any Indebtedness not constituting Additional Tenant Financing Debt), (c) any Hedging Obligations and Bank Product Obligations secured under the Tenant Financing Collateral Documents securing such Series of Additional Tenant Financing Debt and (d) any renewals or extensions of the foregoing.

“Agreement” has the meaning set forth in the Preamble to this Agreement.

“Bankruptcy Case” means a case under the Bankruptcy Code or any other Bankruptcy Law.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

“Bank Product Obligations” means, all obligations and liabilities (whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter incurred) of Tenant, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, which may arise under, out of, or in connection with any treasury, investment, depository, clearing house, wire transfer, cash management or automated clearing house transfers of funds services or any related services, to any Person permitted to be a secured party in respect of such obligations under the applicable Tenant Financing Loan Documents.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in the City of Las Vegas, Nevada or in New York, New York are authorized, or obligated, by law or executive order, to close.

“CEOC” has the meaning set forth in the Recitals to this Agreement.

“CEOC Inc.” has the meaning set forth in the Recitals to this Agreement.

“Collateral” means any Non-CPLV Lease Collateral and any Tenant Financing Separate Collateral.

“Collateral Documents” means the Non-CPLV Lease Collateral Documents and the Tenant Financing Collateral Documents.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, partnership interests or any other Equity Interests or by contract, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“Credit Agreement” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Claimholders” means, at any relevant time, the Secured Parties (as defined in the Credit Agreement).

“Credit Agreement Collateral Agent” has the meaning set forth in the Preamble of this Agreement.

“Credit Agreement Collateral Agreement” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Collateral Documents” means the Security Documents (as defined in the Credit Agreement) and any other agreement, document or instrument pursuant to which a Lien is (or is purported to be) granted to secure any Credit Agreement Obligations or pursuant to which any such Lien is (or is purported to be) perfected.

“Credit Agreement Debt” means the Indebtedness and guarantees thereof now or hereafter incurred pursuant to the Credit Agreement Loan Documents.

“Credit Agreement Leasehold Mortgage” has the meaning set forth in the Recitals to this Agreement.

“Credit Agreement Loan Documents” means the Credit Agreement and the Loan Documents (as defined in the Credit Agreement) and each of the other agreements, documents and instruments entered into for the purpose of evidencing, governing, securing or perfecting the Credit Agreement Obligations, and any other document or instrument executed or delivered at any time in connection with any Credit Agreement Obligations, as each may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with the provisions of this Agreement.

“Credit Agreement Obligations” means all “Obligations” or similar term as defined in the Credit Agreement and all “Guaranteed Obligations” or similar term as defined in the Subsidiary Guarantee.

“Desert Palace” has the meaning set forth in the Recitals to this Agreement.

“Designated Tenant Financing Collateral Agent” means (i) prior to a Discharge of the Credit Agreement Obligations, the Credit Agreement Collateral Agent and (ii) thereafter the Tenant Financing Collateral Agent for the Series of Tenant Financing Obligations with the largest outstanding principal amount.

“DIP Financing” has the meaning set forth in Section 6.2.

“Discharge” means, except to the extent otherwise expressly provided in Section 5.4, with respect to any Series of Tenant Financing Obligations, each of the following has occurred:

(a) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Indebtedness outstanding under the applicable Tenant Financing Documents and constituting Tenant Financing Obligations of such Series;

(b) to the extent required under the Tenant Financing Collateral Documents of such Series in order for the liens granted thereunder to be released, payment in full in cash of all Hedging Obligations and all Bank Product Obligations constituting Tenant Financing Obligations of such Series secured by Tenant Financing Collateral Documents or the cash collateralization of all such applicable Hedging Obligations and Bank Product Obligations on terms satisfactory to each applicable counterparty (or the making of other arrangements satisfactory to the applicable counterparty);

(c) payment in full in cash of all other Tenant Financing Obligations under the applicable Tenant Financing Documents of such Series that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time);

(d) termination or expiration of all commitments, if any, to extend credit that would constitute Tenant Financing Obligations of such Series; and

(e) termination or cash collateralization (in an amount and manner reasonably satisfactory to the applicable letter of credit issuer) or the making of other arrangements satisfactory to the applicable letter of credit issuer of all letters of credit issued under the applicable Tenant Financing Documents constituting Tenant Financing Obligations of such Series.

The term “Discharged” shall have a corresponding meaning.

“Discharge of Landlord Financing Obligations” means, with respect to all Landlord Financing Obligations, each of the following has occurred:

(a) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Indebtedness outstanding under the applicable Landlord Financing Documents;

(b) payment in full in cash of all Hedging Obligations and all Bank Product Obligations constituting Landlord Financing Obligations of such Series secured by Landlord Financing Collateral Documents or the cash collateralization of all such applicable Hedging Obligations and Bank Product Obligations on terms satisfactory to each applicable counterparty (or the making of other arrangements satisfactory to the applicable counterparty);

(c) payment in full in cash of all other Landlord Financing Obligations under the applicable Landlord Financing Documents that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time);

(d) termination or expiration of all commitments, if any, to extend credit that would constitute Landlord Financing Obligations; and

(e) termination or cash collateralization (in an amount and manner reasonably satisfactory to the applicable letter of credit issuer) or the making of other arrangements satisfactory to the applicable letter of credit issuer of all letters of credit issued under the applicable Landlord Financing Documents.

“Discharge of Non-CPLV Lease Obligations” means, except to the extent otherwise expressly provided in Section 5.4, that the Non-CPLV Lease has terminated (whether upon its Stated Expiration Date or otherwise) and Tenant (or Lease Guarantor or any other Person acting on behalf of Tenant) shall have paid in full all Non-CPLV Lease Obligations (including any such obligations accruing by reason of any breach or default by Tenant under the Non-CPLV Lease); provided, that the Discharge of Non-CPLV Lease Obligations shall be deemed not to have occurred if a New Lease (as defined in the Non-CPLV Lease) has been entered into in accordance with Section 17.1(f) of the Non-CPLV Lease and such New Lease is then in effect.

“Discharge of Tenant Financing Obligations” means, except to the extent otherwise provided in Section 5.4, the Discharge of each Series of Tenant Financing Obligations has occurred; provided, that the Discharge of Tenant Financing Obligations shall be deemed not to have occurred if Tenant incurs, issues, secures or guaranties any Additional Tenant Financing Obligations substantially concurrently with the Discharge of the applicable Series of Tenant Financing Obligations and such Additional Tenant Financing Obligations have not themselves been Discharged.

“Enforcement Action” means any action to:

(a) foreclose, execute, levy, or collect on, take possession or control of (other than for purposes of perfection), sell or otherwise realize upon (judicially or non-judicially), or lease, license, or otherwise dispose of (whether publicly or privately), Non-CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof), or otherwise exercise or enforce remedial rights with respect to Non-CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) under the Non-CPLV Lease Documents or the Tenant Financing Documents (including by way of setoff, recoupment, notification of a public or private sale or other disposition pursuant to the UCC or other applicable law, notification to account debtors or notification to depositary banks under deposit account control agreements, if applicable);

(b) receive a transfer of Non-CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) in satisfaction of Indebtedness or any other Obligation secured thereby;

(c) otherwise enforce a security interest or exercise another right or remedy, as a secured creditor or otherwise, pertaining to the Non-CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) at law, in equity, or pursuant to the Non-CPLV Lease Documents or Tenant Financing Documents (including the commencement of applicable legal proceedings or other actions with respect to all or any portion of the Non-CPLV Lease Collateral or any Related Property to facilitate the actions described in the preceding clauses); or

(d) effectuate or cause a sale, lease, exchange, transfer or other disposition of Non-CPLV Lease Collateral (or any portion thereof) or any Related Property (or any portion thereof) by Tenant after the occurrence and during the continuation of an event of default under the Non-CPLV Lease Documents or the Tenant Financing Documents;

provided, any Permitted Non-CPLV Lease Reserve Account Collateral Application shall not constitute an Enforcement Action.

“Equity Interests”: With respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or non-voting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profit, and losses of, or distributions of assets of, such partnership.

“Governmental Authority” means any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory or legislative body.

“Hedge Agreement” means a Swap Contract entered into by Tenant or an Affiliate of Tenant with a counterparty as permitted under the Tenant Financing Loan Documents.

“Hedging Obligations” of any Person means any obligation of such Person pursuant to any Hedge Agreement.



“Indebtedness” means and includes all indebtedness for borrowed money.

“Insolvency or Liquidation Proceeding” means:

(a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to any Tenant;

(b) any other voluntary or involuntary insolvency, reorganization or Bankruptcy Case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Tenant;

(c) any liquidation, dissolution, reorganization or winding up of any Tenant whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or

(d) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of any Tenant.

“Joinder Agreement” means a supplement to this Agreement in the form of Exhibit A required to be delivered by an Additional Tenant Financing Collateral Agent to each other then-existing Tenant Financing Collateral Agent and Landlord pursuant to Section 9.6 in order to include Additional Tenant Financing Debt hereunder and to become the Tenant Financing Collateral Agent hereunder in respect thereof for the applicable Additional Tenant Financing Claimholders under such Additional Tenant Financing Debt.

“Landlord” has the meaning set forth in the Preamble to this Agreement.

“Landlord Financing Agreements” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Collateral Agreements” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Documents” means the Landlord Financing Agreements, the Landlord Financing Collateral Agreements, any and all Landlord Financing Fee Mortgage and each of the other agreements, documents and instruments entered into for the purpose of evidencing, guaranteeing, governing, securing, creating or perfecting the Landlord Financing Obligations, and any other document or instrument executed or delivered at any time in connection with any Landlord Financing Obligations, as each may be amended, restated, amended and restated, supplemented or replaced or otherwise modified from time to time in accordance with the provisions of this Agreement.

“Landlord Financing Fee Mortgages” has the meaning set forth in the Recitals to this Agreement.

“Landlord Financing Lenders” has the meaning set forth in the Preamble.

“Landlord Financing Obligations” means all “Obligations”, “Guaranteed Obligations” or similar term as each such term is defined in any and all Landlord Financing Agreements.

“Landlord Recovery” has the meaning set forth in Section 6.4.

“Lease Guarantor” means Caesars Entertainment Corporation, a Delaware corporation, in its capacity as guarantor under the Non-CPLV MLSA.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien (unless in either case, a Lien is otherwise granted thereunder).

“Manager” means Non-CPLV Manager, LLC, in its capacity as property manager under the Non-CPLV MLSA.

“Non-CPLV Lease” means that certain Lease (Non-CPLV), dated as of the date hereof, by and between Tenant, as tenant, and Landlord, as landlord, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and shall include, in all contexts and for all purposes, any New Lease entered into between a Tenant Financing Collateral Agent (or its designee) and Landlord pursuant to Section 17.1(f) of the Non-CPLV Lease. Any reference herein to any terms defined in, or section of, the Non-CPLV Lease shall include any corresponding definitions or sections in any New Lease.

“Non-CPLV Lease Collateral” means “Tenant’s Pledged Property” as defined in the Non-CPLV Lease as in effect on the date hereof and the Non-CPLV Lease Reserve Account Collateral and shall include any property or assets subject to replacement Liens or adequate protection Liens in favor of Landlord, provided that such replacement Liens or adequate protection Liens, as the case may be, are subject to the provisions of this Agreement; provided that any proceeds or products of the Non-CPLV Lease Collateral, other than any such proceeds or products thereof that (i) arise from an Enforcement Action by Landlord with respect to the Non-CPLV Lease Collateral (but for avoidance of doubt, not Related Property) or (ii) would otherwise independently constitute “Tenant’s Pledged Property” (as defined above), shall, in each case, constitute Tenant Financing Separate Collateral and shall not constitute Non-CPLV Lease Collateral.

“Non-CPLV Lease Collateral Documents” means the Non-CPLV Lease and any document or instrument pursuant to which any Lien granted under the Non-CPLV Lease is (or is purported to be) created, granted or perfected (and to include, without limitation, that certain Security Agreement (Non-CPLV Lease) dated as of October 6, 2017, by Tenant in favor of Landlord (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time)).

“Non-CPLV Lease Documents” means the Non-CPLV Lease, the Non-CPLV MLSA, the Non-CPLV Lease Collateral Documents and each of the documents and instruments entered into for the purpose of evidencing or securing the Non-CPLV Lease Obligations and any other document or instrument executed or delivered at any time in connection with any Non-CPLV Lease Obligations, as each may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with the provisions of this Agreement, the Non-CPLV Lease, or the MLSA.

“Non-CPLV Lease Exercise Conditions” means that either (i) there are no Permitted Leasehold Mortgagees (as defined in the Non-CPLV Lease) or (ii) Landlord has delivered to each Permitted Leasehold Mortgagee for which notice to Landlord has been properly provided pursuant to Section 17.1(b)(i) of the Non-CPLV Lease, a copy of the applicable notice of default pursuant to Section 17.1(c) of the Non-CPLV Lease and the Right to Terminate Notice pursuant to Section 17.1(d) of the Non-CPLV Lease, and (solely for purposes of this clause (ii)) either of the following occurred:

(a) Either (1) no Permitted Leasehold Mortgagee has satisfied the requirements in Section 17.1(d) of the Non-CPLV Lease within the thirty (30) or ninety (90) day periods as applicable, described therein, or (2) a Permitted Leasehold Mortgagee satisfied the requirements in Section 17.1(d) of the Non-CPLV Lease prior to the expiration of the applicable period, but did not cure a default that is required to be so cured by such Permitted Leasehold Mortgagee and such Permitted Leasehold Mortgagee discontinued efforts to cure the applicable default(s) thereby failing to satisfy the conditions for extending the termination date as provided in Section 17.1(e) of the Non-CPLV Lease or otherwise failed at any time to satisfy the conditions for extending the termination date as provided in Section 17.1(e)(i) of the Non-CPLV Lease; or

(b) Both (1) the Non-CPLV Lease is rejected in any bankruptcy, insolvency or dissolution proceeding or is terminated by Landlord following a Tenant Event of Default (as defined in the Non-CPLV Lease) and (2) no Permitted Leasehold Mortgagee has acted in accordance with Section 17.1(f) of the Non-CPLV Lease to obtain a New Lease (as defined in the Non-CPLV Lease) prior to the expiration of the period described therein.

“Non-CPLV Lease Obligations” means Tenant’s obligations under the Non-CPLV Lease, including, without limitation, Tenant’s obligation to pay Rent and all other sums due thereunder, including all Post-Petition Interest, whether or not any of such obligations are allowed or allowable under the Bankruptcy Law or in any Insolvency or Liquidation Proceeding.

“Non-CPLV Lease Reserve Account Collateral” means any funds, cash, cash equivalents or investment property (including any deposit accounts or securities accounts holding such items or to which such items are credited) pledged by Tenant to Landlord pursuant to the Non-CPLV Lease, including any “Eligible Accounts” holding “Alteration Security”, any “Alteration Security”, any “Cap Ex Reserve”, any “Cap Ex Reserve Funds”, any “Fee Mortgage Reserve Accounts” and any funds held in any “Fee Mortgage Reserve Accounts” (each as defined in the Non-CPLV Lease as in effect on the date hereof).

“Non-CPLV Lease Termination Conditions” means that both (x) the Non-CPLV Lease has been either (i) rejected in bankruptcy (and no Permitted Leasehold Mortgagee (as defined in the Non-CPLV Lease) is entitled to obtain a New Lease (as defined in the Non-CPLV Lease) in accordance with Section 17.1(f) thereof or (ii) terminated by Landlord pursuant to Section 16.2(x) of the Non-CPLV Lease, and (y) the Non-CPLV Lease Exercise Conditions have occurred.

“Non-CPLV MLSA” means that certain Management and Lease Support Agreement (Non-CPLV), dated as of the date hereof, by and among Tenant, as tenant, the Manager, the Lease Guarantor, Landlord, as landlord, and certain other parties, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and shall include any replacement thereof entered into in accordance with the Non-CPLV Lease and, if applicable, the then existing Non-CPLV MLSA.

“Obligations” means all obligations of every nature of Tenant from time to time owed to Landlord, the Tenant Financing Claimholders or any of them or their respective Affiliates, in each case, under the Non-CPLV Lease Documents, the Tenant Financing Documents, any Hedge Agreements or any Bank Product Obligations, whether for principal, interest, payments for early termination, fees, expenses, indemnification or otherwise and all guarantees of any of the foregoing and including any interest, rent and fees that accrue after the commencement by or against any Person of any proceeding under any Bankruptcy Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

“Permitted Non-CPLV Lease Reserve Account Collateral Application” means any application of Non-CPLV Lease Reserve Account Collateral in accordance with the terms of the Non-CPLV Lease.

“Pledged Collateral” has the meaning set forth in Section 5.3.

“Post-Petition Interest” means interest, fees, expenses and other charges that pursuant to the Non-CPLV Lease Documents or the Tenant Financing Documents, as applicable, continue to accrue after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest, fees, expenses and other charges are allowed or allowable under the Bankruptcy Law or in any such Insolvency or Liquidation Proceeding.

“Recovery” has the meaning set forth in Section 6.4.

“Related Property” shall mean (i) all of Tenant’s Pledged Property (as defined in the Non-CPLV Lease) that is not subject to a valid, perfected, first priority lien in favor of Landlord, (ii) any and all gaming licenses and other licenses necessary for or used in connection with the operation of the Leased Properties and the operations and businesses related thereto, and (iii) all Equity Interests (whether shares of stock, limited liability company interests or otherwise) of any Person that holds, owns or otherwise is the beneficiary or beneficial owner of any such gaming licenses or other licenses, but specifically excluding any cash (other than cash (including all cage cash) located on-site at the Leased Properties), securities or investments.

“Series” means, (x) with respect to Tenant Financing Debt, all Tenant Financing Debt represented by the same Tenant Financing Collateral Agent acting in the same capacity and (y) with respect to Tenant Financing Obligations, all such obligations secured by the same Tenant Financing Collateral Documents.

“Swap Contract” means (a) any and all interest rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options for forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including such obligations or liabilities under any Master Agreement.

“Tenant” has the meaning set forth in the Preamble to this Agreement.

“Tenant Financing Claimholders” means the Credit Agreement Claimholders and any Additional Tenant Financing Claimholders.

“Tenant Financing Collateral” means any “Collateral,” “Pledged Collateral” or similar term as defined in any Tenant Financing Document or any other assets with respect to which a Lien is granted, purported to be granted or required to be granted pursuant to a Tenant Financing Document as security for any Tenant Financing Obligations and shall include any property or assets subject to replacement Liens or adequate protection Liens in favor of any Tenant Financing Claimholder, provided such replacement Liens or adequate protection Liens, as the case may be, are subject to the provisions of this Agreement.

“Tenant Financing Collateral Agent” means (i) in the case of any Credit Agreement Obligations or the Credit Agreement Claimholders, the Credit Agreement Collateral Agent and (ii) in the case of any Additional Tenant Financing Obligations and the Additional Tenant Financing Claimholders in respect thereof, the Person serving as collateral agent (or the equivalent) for such Additional Tenant Financing Obligations and that is named as the Tenant Financing Collateral Agent in respect of such Additional Tenant Financing Obligations in the applicable Joinder Agreement (each, in the case of this clause (ii), together with its successors and assigns in such capacity, an “Additional Tenant Financing Collateral Agent”).

“Tenant Financing Collateral Documents” means the Credit Agreement Collateral Documents, the “Security Documents” or “Collateral Documents” (as defined in the applicable Tenant Financing Documents) and any other agreement, document or instrument pursuant to which a Lien is granted securing any Tenant Financing Obligations or pursuant to which any such Lien is perfected and shall also include any other intercreditor agreement among Tenant Financing Collateral Agents.

“Tenant Financing Debt” means the Credit Agreement Debt and any Additional Tenant Financing Debt.

“Tenant Financing Documents” means the Credit Agreement Loan Documents and any Additional Tenant Financing Loan Documents.

“Tenant Financing Enforcement Action” means any Enforcement Action taken by any Credit Agreement Collateral Agent or any Credit Agreement Claimholder pursuant to any Tenant Financing Documents.

“Tenant Financing Leasehold Mortgage” means the Credit Agreement Leasehold Mortgage and any other leasehold mortgage or other document or instrument under which any Lien on real property leased by Tenant under the Non-CPLV Lease is granted to secure any Tenant Financing Obligations or under which rights or remedies with respect to any such Liens are governed.

“Tenant Financing Obligations” means all Credit Agreement Obligations and any Additional Tenant Financing Obligations.

“Tenant Financing Permitted Action” means any action taken pursuant to and in accordance with the terms of (i) Section 17.1(f) of the Non-CPLV Lease to obtain a New Lease (as defined in the Non-CPLV Lease), or (ii) Section 17.1(d) of the Non-CPLV Lease, Section 17.1(e) of the Non-CPLV Lease and/or Section 22 of the Non-CPLV Lease to transfer Tenant’s Leasehold Estate to a Replacement Tenant, provided that in each case any such action is taken in accordance with the Non-CPLV Lease by a Tenant Financing Collateral Agent that is a Permitted Leasehold Mortgagee.

“Tenant Financing Recovery” has the meaning set forth in Section 6.4.

“Tenant Financing Separate Collateral” means all Tenant Financing Collateral that does not constitute Non-CPLV Lease Collateral.

“UCC” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Non-CPLV Lease Collateral.

1.2 Terms Generally. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise:

(a) any definition of or reference herein to any agreement, instrument or other document, shall be construed as referring to such agreement, instrument or other document, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and any reference herein to any statute or regulations shall include any amendment, renewal, extension or replacement thereof;

(b) any reference herein to any Person shall be construed to include such Person’s successors and assigns from time to time;

(c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(d) all references herein to Sections shall be construed to refer to Sections of this Agreement; and

(e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

## **SECTION 2. Acknowledgements; Lien Priorities.**

2.1 Non-CPLV Lease Acknowledgement. Each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, Landlord, Tenant and Landlord Financing Lender hereby agrees that:

(a) (i) the Credit Agreement Leasehold Mortgage (as in effect on the date hereof) constitutes a Permitted Leasehold Mortgage (as defined in the Non-CPLV Lease) for all purposes under the Non-CPLV Lease and (ii) the Credit

Agreement Collateral Agent as in existence on the date hereof (on behalf of the Credit Agreement Claimholders) constitutes a Permitted Leasehold Mortgagee (as defined in the Non-CPLV Lease) for all purposes under the Non-CPLV Lease, with respect to Tenant's initial financing under the Credit Agreement as in effect on the date of this Agreement and shall be entitled to exercise and enforce all rights and benefits of a Permitted Leasehold Mortgagee under the Non-CPLV Lease (subject to the terms and provisions of this Agreement) so long as it is a Permitted Leasehold Mortgagee as of the date of such exercise. Landlord hereby acknowledges (A) its receipt and the sufficiency of all notices and documents required to be delivered by Tenant to Landlord with respect thereto pursuant to Section 17.1(b) of the Non-CPLV Lease and (B) any Tenant Financing Claimholder or any other Person who acquires any portion of Tenant's interest in the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or any successor owner of the Leased Property shall be bound by all obligations of Tenant hereunder and the other terms and conditions hereof applicable to Tenant and the terms and conditions of the Non-CPLV Lease (and, concurrently with such acquisition, Tenant Financing Claimholder shall, or shall cause such other Person to, become party to this Agreement as Tenant by executing the joinder attached hereto) (for the avoidance of doubt, the obligations under this clause (B) shall be applicable regardless of whether Landlord Financing Lender sends the notice referred to in clause (A) above);

(b) (i) each Landlord Financing Fee Mortgage constitutes a Fee Mortgage (as defined in the Non-CPLV Lease) for all purposes under the Non-CPLV Lease, (ii) the Landlord Financing Documents executed on the date hereof constitute Fee Mortgage Documents for all purposes under the Non-CPLV Lease, and (iii) each Landlord Financing Lender constitutes a Fee Mortgagee (as defined in the Non-CPLV Lease) for all purposes under the Non-CPLV Lease, and shall be entitled to exercise and enforce all rights and benefits of a Fee Mortgagee under the Non-CPLV Lease and any and all other rights and benefits it may have pursuant to contract, at law or in equity to the extent not limited by the Non-CPLV Lease; and

(c) (i) Landlord has collaterally assigned to each Landlord Financing Lender its security interest in the Non-CPLV Lease Collateral granted by Tenant to Landlord under the Non-CPLV Lease in order to secure the Landlord Financing Obligations, (ii) prior to the Discharge of Landlord Financing Obligations, upon written notice to the other parties hereto, Landlord Credit Lender and Landlord Note Lender, as applicable, shall be entitled to exercise and enforce all rights and benefits of Landlord hereunder to the extent Landlord Credit Lender and/or Landlord Note Lender has rights to do so under such Landlord Financing Fee Mortgage or pursuant to contract, at law or in equity, provided that such Landlord Financing Lender agrees to be bound by all of the obligations of Landlord hereunder and the other terms and conditions hereof applicable to Landlord and the terms and conditions of the Non-CPLV Lease (and each of the other parties hereto may accept any such exercise and enforcement by such Landlord Financing Lender as if it had been made by Landlord without subjecting



itself to any liability for doing so) and (iii) any Landlord Financing Lender or any other Person who acquires any portion of Landlord's interest in the Leased Property in a foreclosure or similar proceeding or in a transfer in lieu of any such foreclosure or any successor owner of the Leased Property shall be bound by all obligations of Landlord hereunder and the other terms and conditions hereof applicable to Landlord and the terms and conditions of the Non-CPLV Lease (and, concurrently with such acquisition, such Landlord Financing Lender shall, or shall cause such other Person to, become party to this Agreement as Landlord by executing a joinder hereto in form and substance reasonably satisfactory to the Tenant Financing Collateral Agents) (for the avoidance of doubt, the obligations under this clause (iii) shall be applicable regardless of whether any Landlord Financing Lender sends the notice referred to in clause (ii) above). Notwithstanding anything to the contrary herein or in any Landlord Financing Document, any Enforcement Action or other action by, or on behalf of or for the benefit of, Landlord Financing Lender with respect to the Non-CPLV Lease Collateral shall be subject to the terms and conditions of this Agreement and the Non-CPLV Lease that would be applicable to such Enforcement Action or other action if it was taken by Landlord.

**2.2 Relative Priorities.** Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Tenant Financing Obligations granted on the Non-CPLV Lease Collateral or of any Liens securing the Non-CPLV Lease Obligations granted on the Non-CPLV Lease Collateral and notwithstanding any provision of the UCC or any other applicable law or the Tenant Financing Documents or any defect or deficiencies in, or failure to perfect or lapse in perfection of, or avoidance as a fraudulent conveyance or otherwise of, the Liens on the Non-CPLV Lease Collateral securing the Non-CPLV Lease Obligations, the subordination of such Liens to any other Liens, or any other circumstance whatsoever, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, hereby agrees that:

(a) any Lien on the Non-CPLV Lease Collateral securing any Non-CPLV Lease Obligations now or hereafter held by or on behalf of Landlord or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, and regardless of whether or when such Lien is perfected, shall be senior and prior to any Lien on the Non-CPLV Lease Collateral securing any Tenant Financing Obligations, subject to, and in accordance with, the terms of this Agreement; and

(b) any Lien on the Non-CPLV Lease Collateral securing any Tenant Financing Obligations now or hereafter held by or on behalf of any Tenant Financing Collateral Agent, any Tenant Financing Claimholders or any agent or trustee therefor regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, and regardless of whether or when such Lien is perfected, shall be junior and subordinate to all Liens on the Non-CPLV Lease Collateral securing any Non-CPLV Lease Obligations, subject to, and in accordance with, the terms of this Agreement.

2.3 Prohibition on Contesting Liens. Each Tenant Financing Collateral Agent, for itself and on behalf of each other Tenant Financing Claimholder represented by it, and Landlord and each Landlord Financing Lender agrees that it will not (and hereby waives any right to) directly or indirectly contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the priority, validity, perfection, extent or enforceability of a Lien held, or purported to be held, by or on behalf of Landlord in the Non-CPLV Lease Collateral or by or on behalf of any of the Tenant Financing Claimholders in the Tenant Financing Collateral, as the case may be, or the amount, nature or extent of the Non-CPLV Lease Obligations or Tenant Financing Obligations or the provisions of this Agreement; provided, that nothing in this Agreement shall be construed to prevent or impair the rights of Landlord or any Tenant Financing Collateral Agent to enforce this Agreement, including the provisions of this Agreement relating to the priority of the Liens securing the Non-CPLV Lease Obligations as provided in Section 2.2 and Section 3.1.

2.4 Tenant Financing Separate Collateral. (a) Notwithstanding anything to the contrary set forth in this Agreement, no Tenant Financing Collateral Agent and no Tenant Financing Claimholder shall take any Enforcement Action in respect of any or all of the Non-CPLV Lease Collateral or any or all of the Related Property, except in each case in connection with a Tenant Financing Permitted Action, and provided that any such Enforcement Action is taken with respect to substantially all of the Non-CPLV Lease Collateral and, solely to the extent that such Tenant Financing Collateral Agent is reasonably capable of causing such property to be so transferred, the Related Property. Except with respect to Related Property, (i) Landlord (and each Landlord Financing Lender) shall not have any claims in or rights with respect to, and shall not be entitled to any benefit of, any Liens on any Tenant Financing Separate Collateral securing any Tenant Financing Obligations, and (ii) nothing in this Agreement shall govern, apply to, or create any restrictions or limitations with respect to the Liens of the Tenant Financing Claimholders in the Tenant Financing Separate Collateral (other than the Related Property), it being understood and agreed that the Tenant Financing Claimholders may hold, exercise remedies in respect of, and otherwise deal with the Tenant Financing Separate Collateral (other than the Related Property) in any manner whatsoever (subject to the terms of the Tenant Financing Documents and, in the case of the Tenant Financing Leasehold Mortgage, the terms of the Non-CPLV Lease) and without any restriction imposed by this Agreement and neither Landlord nor any Landlord Financing Lender shall have any right to object to any action taken (or not taken) or any enforcement action or other exercise of remedies by the Tenant Financing Claimholders in respect of Tenant Financing Separate Collateral (other than the Related Property). Without limiting the generality of the foregoing, each of the Tenant Financing Collateral Agents and other Tenant Financing Claimholders shall have no obligation to segregate, hold in trust or pay over to Landlord any Tenant Financing Separate Collateral or any proceeds thereof.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Landlord Financing Lenders shall not take any Enforcement Action in respect of any or all of the Non-CPLV Lease Collateral, except subject to the terms hereunder. Nothing in this Agreement shall govern, apply to, or create any restrictions or limitations with respect to the Liens of the Landlord Financing Lenders in the Landlord Financing Collateral (including the Non-CPLV Lease Collateral), it being understood and agreed that the Landlord Financing Lenders may hold, exercise remedies in respect of, and otherwise deal with the Landlord Financing Collateral (except that the Non-CPLV Lease Collateral shall be subject to the terms hereunder) in any manner whatsoever (subject to the terms of the Loan Documents (as defined in the Landlord Financing Fee Mortgage)) and without any restriction imposed by this Agreement and neither Tenant nor any Tenant Financing Claimholder shall have any right to object to any action taken (or not taken) or any enforcement action or other exercise of remedies by the Landlord Financing Lender in respect of Landlord Financing Collateral (except that the Non-CPLV Lease Collateral shall be subject to the terms hereunder). Without limiting the generality of the foregoing, the Landlord Financing Lenders shall have no obligation to segregate, hold in trust or pay over to any party hereunder, any Landlord Financing Collateral or any proceeds thereof.

2.5 Perfection of Liens. Except for the arrangements contemplated by Section 5.3 and subject to the terms and provisions thereof, Landlord shall not be responsible for perfecting and maintaining the perfection of Liens with respect to the Non-CPLV Lease Collateral for the benefit of the Tenant Financing Collateral Agents or the Tenant Financing Claimholders. This Agreement shall not impose on Landlord, the any Landlord Financing Lender, the Tenant Financing Collateral Agents, the Tenant Financing Claimholders or any agent or trustee therefor any obligations in respect of the disposition of proceeds of any Non-CPLV Lease Collateral which would conflict with prior-perfected claims therein in favor of any other Person or any order or decree of any court or Governmental Authority or any applicable law.

2.6 Nature of Non-CPLV Lease Obligations. Landlord acknowledges that the terms of the Tenant Financing Documents and the Tenant Financing Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Tenant Financing Obligations may be increased or replaced, in each event, without notice to or consent by Landlord (except as set forth in the Non-CPLV Lease) and without affecting the provisions hereof. None of the provisions of this Agreement shall be altered or otherwise affected by any amendment, modification, extension, repayment, increase or replacement of either the Tenant Financing Obligations, Landlord Financing Obligations or the Non-CPLV Lease Obligations, or any portion thereof.

### **SECTION 3. Enforcement.**

#### **3.1 Exercise of Remedies.**

(a) Subject to Section 3.1(c) of this Agreement and Section 6.3(d) of the Non-CPLV Lease, unless and until the earlier of (x) the Discharge of Tenant Financing Obligations has occurred or (y) the Non-CPLV Lease Exercise Conditions have occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, Landlord:

(1) will not commence or maintain, or seek to commence or maintain, any Enforcement Action or otherwise exercise any rights or remedies (other than a Permitted Non-CPLV Lease Reserve Account Collateral Application) with respect to the Non-CPLV Lease Collateral; provided that any exercise by Landlord prior to the Non-CPLV Lease Termination Conditions shall be subject to the limitations in the Non-CPLV Lease and Landlord may not complete any foreclosure prior to the satisfaction of the Non-CPLV Lease Termination Conditions;

(2) except as set forth in Section 2.4 or 3.1(e), will not contest, protest, object to or take any other action that would hinder any foreclosure proceeding or action brought by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder or any other exercise by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of any rights and remedies relating to the Non-CPLV Lease Collateral under the Tenant Financing Documents or

otherwise (including any Enforcement Action initiated by or supported by any Tenant Financing Collateral Agent or any Tenant Financing Claimholder), provided that such Enforcement Action, foreclosure proceeding, action or other exercise of rights and remedies is in accordance with the provisions of the Non-CPLV Lease and this Agreement; and

(3) will not bid for or purchase Non-CPLV Lease Collateral at any public, private or judicial foreclosure upon such Non-CPLV Lease Collateral initiated by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, or any sale of Non-CPLV Lease Collateral during an Insolvency or Liquidation Proceeding, in each case in connection with a Tenant Financing Permitted Action.

(b) Subject to Section 2.4, Section 3.1 and Section 6 of this Agreement, until the Discharge of Tenant Financing Obligations has occurred, so long as the Non-CPLV Lease Exercise Conditions have not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders shall have the exclusive right to commence and maintain an Enforcement Action (but excluding any Permitted Non-CPLV Lease Reserve Account Collateral Application) and make determinations regarding the release, disposition or restrictions with respect to the Non-CPLV Lease Collateral without any consultation with or the consent of Landlord; provided that (A) with respect to any Non-CPLV Lease Collateral and any Related Property, such Enforcement Action is a Tenant Financing Permitted Action and provided any acquirer of such Non-CPLV Lease Collateral and such Related Property expressly agrees in writing for the benefit of Landlord that such Non-CPLV Lease Collateral and such Related Property that is transferred will be made available to the new tenant of the Leased Premises and will be utilized on the Tenant's Leasehold Estate in connection with a New Lease or any transfer of Tenant's Leasehold Estate to a Replacement Tenant under Section 17.1(e) and 22 of the Non-CPLV Lease (but subject in each case to Section 6 of the Non-CPLV Lease) and (B) notwithstanding any such Enforcement Action or other exercise of any such right or remedy, the Non-CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord (which has been collaterally assigned to the Landlord Financing Lenders) and the Tenant Collateral Agent or its designee or assignee so acquiring the Non-CPLV Lease Collateral (whether in connection with any credit bid, Enforcement Action or otherwise) shall expressly acknowledge in writing that it is acquiring the Non-CPLV Lease Collateral subject to the first priority Lien of Landlord (which has been collaterally assigned to Landlord Financing Lenders). It is the express intention of all the parties hereto that the Non-CPLV Lease Collateral remain subject to the Non-CPLV Lease (or any New Lease entered into in accordance with Section 17.1(f) of the Non-CPLV Lease), including after the exercise of any rights and remedies by any Tenant Financing Collateral Agent and/or any other Tenant Financing Claimholder. In commencing or maintaining any Enforcement Action or

otherwise exercising rights and remedies with respect to the Non-CPLV Lease Collateral, the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders may enforce the provisions of the Tenant Financing Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion in compliance with any applicable law and without consultation with Landlord, subject in all respects to the provisions of this Agreement.

(c) Notwithstanding the foregoing, prior to the Discharge of Tenant Financing Obligations or the occurrence of the Non-CPLV Lease Termination Conditions, Landlord may:

(1) Subject to Section 6 hereof, take any and all actions and enforce any rights available to a secured creditor with respect to the Non-CPLV Lease Collateral in any Insolvency or Liquidation Proceeding; provided that so long as any Tenant Financing Collateral Agent or any Tenant Financing Claimholder is pursuing a Tenant Financing Permitted Action, Landlord shall not take any action intended to frustrate such action and provided further than Landlord may not complete any foreclosure prior to the satisfaction of the Non-CPLV Lease Termination Conditions;

(2) file a claim or statement of interest with respect to the Non-CPLV Lease Obligations in any Insolvency or Liquidation Proceeding;

(3) take any action in order to create or perfect or, so long as not adverse to the rights of any Tenant Financing Collateral Agent or other Tenant Financing Claimholders hereunder, preserve or protect, its Lien on the Non-CPLV Lease Collateral;

(4) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims or Liens of Landlord, including any claims secured by the Non-CPLV Lease Collateral, if any, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement;

(5) vote on any plan of reorganization, arrangement, compromise or liquidation, file any proof of claim, make other filings and make any arguments and motions, in each case, in a manner that is not prohibited by, or inconsistent with, this Agreement, with respect to the Non-CPLV Lease Obligations and the Non-CPLV Lease Collateral; provided that no filing of any claim or vote, or pleading related to such claim or vote, to accept or reject a disclosure statement, plan of reorganization, arrangement, compromise or liquidation, or any other document, agreement or proposal similar to the foregoing by Landlord may be inconsistent with the provisions of this Agreement;

(6) subject to the limitations in the Non-CPLV Lease, commence an Enforcement Action with respect to the Non-CPLV Lease Collateral; provided that Landlord shall not (i) complete any such Enforcement Action which results, or allow any such Enforcement Action to result, in a sale, lease, exchange, transfer or other disposition of Non-CPLV Lease Collateral, in each case, prior to the occurrence of the Non-CPLV Lease Termination Conditions or (ii) commence any such Enforcement Action prior to the occurrence of Non-CPLV Lease Termination Conditions that would, or allow any such Enforcement Action to progress to a point at which it would be inconsistent with the terms of this Agreement, it being acknowledged that any Enforcement Action by Landlord (whether such Enforcement Action is commenced before or after the occurrence of the Non-CPLV Lease Exercise Conditions) undertaken on or after the occurrence of the Non-CPLV Lease Termination Conditions shall be permitted in accordance with Section 3.2;

(7) exercise any of its rights or remedies with respect to the Non-CPLV Lease Collateral after the occurrence of the Non-CPLV Lease Termination Conditions;

(8) exercise any and all its rights and remedies in its capacity as "landlord" under the Non-CPLV Lease other than to institute Enforcement Actions that are expressly prohibited, restricted or otherwise limited by this Agreement or the Non-CPLV Lease; and

(9) take any action pursuant to and in accordance with Section 6.3(d) of the Non-CPLV Lease.

Landlord agrees that it will not take or receive any Non-CPLV Lease Collateral or any proceeds of Non-CPLV Lease Collateral in connection with the exercise of any right or remedy (including set-off and recoupment) with respect to any Non-CPLV Lease Collateral in its capacity as a creditor, except to the extent that the Non-CPLV Lease Termination Conditions have occurred. Without limiting the generality of the foregoing, unless and until the Non-CPLV Lease Termination Conditions have occurred, except as expressly provided in Section 3.1(a) or this Section 3.1(c) or any other provision of this Agreement, the sole right of Landlord with respect to the Non-CPLV Lease Collateral is to hold a Lien on the Collateral pursuant to the Non-CPLV Lease Collateral Documents for the period and to the extent granted therein.

(d) Except as specifically prohibited by or limited by this Agreement, Landlord may exercise rights and remedies in its capacity as landlord under the Non-CPLV Lease against Tenant in accordance with the terms of the Non-CPLV Lease Documents and applicable law (it being understood and agreed that this agreement is intended to allocate rights, benefits and obligations as between Landlord and Tenant Financing Claimholders and that as between Landlord and Tenant nothing in this Agreement is intended to give either any greater rights and remedies against the other than as set forth in the Non-CPLV

Lease or to permit either to exercise such rights and remedies at a time or in a manner inconsistent with the Non-CPLV Lease); provided that in the event that Landlord becomes a judgment Lien creditor in respect of Non-CPLV Lease Collateral as a result of its enforcement of its rights as landlord under the Non-CPLV Lease, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the Tenant Financing Obligations) in the same manner as the other Liens securing the Non-CPLV Lease Obligations are subject to this Agreement.

(e) Nothing in this Agreement shall prohibit the receipt by Landlord of the required payments of Rent and other amounts owed in respect of the Non-CPLV Lease Obligations so long as such receipt is not the direct or indirect result of the exercise by Landlord of rights or remedies as a secured creditor against the Non-CPLV Lease Collateral (including set-off and recoupment) or enforcement in contravention of this Agreement of any Lien held by Landlord or as a result of any other violation by Landlord of the express terms of this Agreement. Except as provided herein in respect of Related Property, nothing in this Agreement impairs or otherwise adversely affects any rights or remedies that any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder may have with respect to the Tenant Financing Separate Collateral.

### 3.2 Exercise of Remedies after Occurrence of Non-CPLV Lease Exercise Conditions.

(a) From and after the occurrence of the Non-CPLV Lease Exercise Conditions, until the Discharge of Non-CPLV Lease Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, as between Tenant Financing Claimholders and Landlord, Landlord shall have the exclusive right to commence and maintain an Enforcement Action or otherwise enforce rights, exercise remedies (including set-off, recoupment and the right to credit bid their debt) and make determinations regarding the release, disposition or restrictions with respect to the Non-CPLV Lease Collateral without any consultation with or the consent of the Tenant Financing Claimholders and any Enforcement Action with respect to Non-CPLV Lease Collateral then undertaken by any Tenant Financing Collateral Agent shall thereupon immediately cease; provided, that as between Landlord and Tenant the limitations in the Non-CPLV Lease shall govern and control. In commencing or maintaining any Enforcement Action or otherwise exercising rights and remedies with respect to the Non-CPLV Lease Collateral, Landlord may enforce the provisions of the Non-CPLV Lease Documents and exercise remedies thereunder, all in such order and in such manner as it may determine in the exercise of its sole discretion in compliance with any applicable law and the terms of the Non-CPLV Lease Documents and without consultation with the Tenant Financing Claimholders. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise dispose of Non-CPLV Lease Collateral upon foreclosure, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured creditor under the UCC and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.



(b) From and after the occurrence of the Non-CPLV Lease Exercise Conditions, until the Discharge of Non-CPLV Lease Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, the Tenant Financing Collateral Agents and the Tenant Financing Claimholders:

(1) will not commence, maintain or continue, or seek to commence, maintain or continue, any Enforcement Action or otherwise exercise any rights or remedies with respect to the Non-CPLV Lease Collateral; and

(2) will not contest, protest, object to or take any other action that would hinder any foreclosure proceeding or action brought by Landlord or any other exercise by Landlord of any rights and remedies relating to the Non-CPLV Lease Collateral under the Non-CPLV Lease Documents or otherwise (including any Enforcement Action initiated by or supported by Landlord),

and it is hereby acknowledged and agreed that Landlord may apply any proceeds of any exercise of rights and remedies with respect to the Non-CPLV Lease Collateral received by it against the Non-CPLV Lease Obligations regardless of the lien priorities set forth herein, and the Tenant Financing Claimholders hereby waive any right to such proceeds.

(c) Notwithstanding the foregoing, from and after the occurrence of the Non-CPLV Lease Exercise Conditions and prior to the Discharge of Non-CPLV Lease Obligations, any Tenant Financing Collateral Agent and any other Tenant Financing Claimholder may:

(1) file a claim or statement of interest with respect to the Tenant Financing Obligations; provided that an Insolvency or Liquidation Proceeding has been commenced by or against Tenant;

(2) take any action not adverse to the rights of Landlord hereunder, in order to create, perfect, preserve or protect its Lien on the Non-CPLV Lease Collateral;

(3) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any person objecting to or otherwise seeking the disallowance of the claims of the Tenant Financing Claimholders, including any claims secured by the Non-CPLV Lease Collateral, if any, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement;

(4) vote on any plan of reorganization, arrangement, compromise or liquidation, file any proof of claim, make other filings and make any arguments and motions that are, in each case in a manner that is not prohibited by, or inconsistent with, this Agreement, with respect to the Tenant Financing Obligations and the Non-CPLV Lease Collateral; provided that no filing of any claim or vote, or pleading related to such claim or vote, to accept or reject a disclosure statement, plan of reorganization, arrangement, compromise or liquidation, or any other document, agreement or proposal similar to the foregoing by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder may be inconsistent with the provisions of this Agreement;

(5) except to the extent that such actions would adversely impact the right of Tenant, or any Replacement Tenant, to make full use of such property in the operation of the Leased Properties, bid for or purchase Non-CPLV Lease Collateral at any public, private or judicial foreclosure upon such Non-CPLV Lease Collateral initiated by any Landlord, or at any sale of Non-CPLV Lease Collateral during an Insolvency or Liquidation Proceeding; and

(6) subject in all respects to Section 2.4 as to the Related Property, exercise any rights and remedies against any Tenant Financing Separate Collateral.

Each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, agrees that, from and after the occurrence of the Non-CPLV Lease Exercise Conditions, it will not take or receive any Non-CPLV Lease Collateral or any proceeds of Non-CPLV Lease Collateral resulting from the exercise of any right or remedy (including set-off and recoupment) with respect to any Non-CPLV Lease Collateral, unless and until the Discharge of Non-CPLV Lease Obligations has occurred. Without limiting the generality of the foregoing, from and after the occurrence of the Non-CPLV Lease Exercise Conditions, unless and until the Discharge of Non-CPLV Lease Obligations has occurred, except as expressly provided in Section 6.4 and this Section 3.2(c), the sole right of the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders with respect to the Non-CPLV Lease Collateral is to hold and maintain a Lien on the Collateral pursuant to the Tenant Financing Collateral Documents for the period and to the extent granted therein.

(d) Solely to the extent not inconsistent with this Agreement, the Tenant Financing Collateral Agents and other Tenant Financing Claimholders may exercise rights and remedies as unsecured creditors against Tenant in accordance with the terms of the Tenant Financing Documents and applicable law; provided that (i) in the event that any Tenant Financing Claimholder becomes a judgment Lien creditor in respect of Non-CPLV Lease Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Tenant Financing Obligations, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the Non-CPLV Lease Obligations) in the same manner as the other Liens securing the Tenant Financing Obligations are subject to this Agreement.

(e) Nothing in this Agreement shall prohibit the receipt by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder of the required payments of principal, interest and other amounts owed in respect of the Tenant Financing Obligations so long as such receipt is not the direct or indirect result of the exercise by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of rights or remedies as a secured creditor with respect to the Non-CPLV Lease Collateral (including set-off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the Non-CPLV Lease Collateral held by any of them or as a result of any other violation by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder of the terms of this Agreement.

(f) Nothing in this Agreement shall prohibit the receipt by any Landlord Financing Lender of the required payments of principal, interest and other amounts owed in respect of the Landlord Financing Obligations in accordance with the Landlord Financing Documents so long as such receipt is not the direct or indirect result of the exercise by any Landlord Financing Lender of rights or remedies as a secured creditor with respect to the Non-CPLV Lease Collateral (including set off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the Non-CPLV Lease Collateral held by any of them or as a result of any other violation by any Landlord Financing Lender of the terms of this Agreement.

(g) Nothing in this Agreement shall prohibit the receipt by Landlord of the required payments of principal, interest and other amounts owed in respect of the Non-CLPV Lease Obligations so long as such receipt is not the direct or indirect result of the exercise by Landlord of rights or remedies as a secured creditor with respect to the Non-CPLV Lease Collateral (including set off and recoupment) in contravention of this Agreement or enforcement in contravention of this Agreement of any Lien on the Non-CPLV Lease Collateral held by any of them or as a result of any other violation by Landlord of the terms of this Agreement and so long as the Landlord has acted in accordance with the Lease and the Non-CPLV Lease Documents.

3.3 Actions Upon Breach; Specific Performance. The parties hereto acknowledge and agree that if any Tenant Financing Claimholder or Landlord in any way takes, attempts to or threatens to take any action in contravention of the terms of the Agreement (including any attempt to realize upon or enforce any remedy with respect to this Agreement), (i) Landlord's damages or the Tenant Financing Claimholders' damages, as applicable, from such actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Tenant Financing Claimholder or Landlord, as applicable, waives any defense that Landlord or the Tenant Financing Claimholders, as applicable, cannot demonstrate damage and/or be made whole by the awarding of damages. Each of Landlord and any Tenant Financing Collateral Agent may demand

injunctive relief and/or specific performance of this Agreement. Landlord and each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of injunctive relief and/or specific performance in any action which may be brought by Landlord or any Tenant Financing Collateral Agent or other Tenant Financing Claimholders, as the case may be. No provision of this Agreement shall constitute or be deemed to constitute a waiver by Landlord or any Tenant Financing Collateral Agent on behalf of itself and each other Tenant Financing Claimholder represented by it of any right to seek damages from any Person in connection with any breach or alleged breach of this Agreement.

#### **SECTION 4. Payments.**

##### **4.1 Application of Proceeds.**

(a) So long as the Discharge of Tenant Financing Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, unless the Non-CPLV Lease Exercise Conditions have occurred, upon the entry and consummation of (i) any New Lease pursuant to and in accordance with Section 17.1(f) of the Non-CPLV Lease, or (ii) any transfer of Tenant's Leasehold Estate to a Replacement Tenant pursuant to and in accordance with Section 17.1(d) of the Non-CPLV Lease, Section 17.1(e) of the Non-CPLV Lease and/or Section 22 of the Non-CPLV Lease, in each case in a manner consistent with this Agreement, any proceeds from such transaction received by the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders shall be applied by the applicable Tenant Financing Collateral Agent to the Tenant Financing Obligations in such order as specified in the relevant Tenant Financing Documents; provided that any Non-CPLV Lease Collateral (but not the proceeds thereof) and, solely to the extent that such Tenant Financing Collateral Agent is reasonably capable of causing such property to be so transferred, the Related Property shall be transferred by the applicable Tenant Financing Collateral Agent to the new Tenant under the Non-CPLV Lease (or New Lease) in accordance with the terms of Section 17.1(e) or 17.(f) of the Non-CPLV Lease. Upon the Discharge of Tenant Financing Obligations, the applicable Tenant Financing Collateral Agent shall deliver such proceeds of such Non-CPLV Lease Collateral to Tenant, its successors or assigns from time to time, or to whomever may be lawfully entitled to receive the same.

(b) From and after the earlier to occur of the Discharge of Tenant Financing Obligations and the Non-CPLV Lease Exercise Conditions, so long as the Discharge of Non-CPLV Lease Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant, any Non-CPLV Lease Collateral or any proceeds thereof received in connection with any Enforcement Action or other exercise of remedies by Landlord shall be transferred to any new Tenant to the extent required by the Non-CPLV Lease subject to a lien in favor of Landlord. Upon the Discharge of

Non-CPLV Lease Obligations, Landlord shall, in the following order, (x) unless a Discharge of Tenant Financing Obligations has already occurred, deliver any remaining proceeds of Non-CPLV Lease Collateral held by it to the Designated Tenant Financing Collateral Agent to be applied by the Tenant Financing Collateral Agents to the Tenant Financing Obligations in such order as specified in the Tenant Financing Documents until a Discharge of Tenant Financing Obligations and (y) if a Discharge of Tenant Financing Obligations has already occurred, deliver such proceeds of Non-CPLV Lease Collateral to Tenant, its successors or assigns from time to time, or to whomever may be lawfully entitled to receive the same.

4.2 Future Liens. Any Lien encumbering the Non-CPLV Lease Collateral received by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder in respect of any of the Tenant Financing Obligations in any Insolvency or Liquidation Proceeding and (y) any Lien encumbering the Non-CPLV Lease Collateral received by Landlord in respect of the Non-CPLV Lease Obligations in any Insolvency or Liquidation Proceeding shall be subject to the terms of this Agreement.

4.3 Release of Liens. Upon any sale or disposition of Non-CPLV Lease Collateral by Landlord pursuant to an Enforcement Action not prohibited by the terms of this Agreement that results in the release of the Lien securing the Non-CPLV Lease Obligations, on all or any portion of any Non-CPLV Lease Collateral, the Lien securing the Tenant Financing Obligations on such Non-CPLV Lease Collateral shall be automatically and unconditionally released with no further consent or action of any Person. The Tenant Financing Collateral Agent shall promptly execute and deliver such release documents and instruments and shall take such further actions as the Landlord shall request to evidence any release of the Liens securing the Tenant Financing Obligations described in this Section 4.3; provided that Landlord shall have delivered to the Tenant Financing Collateral Agent a written request therefor and a certificate of the Landlord to the effect that the release of such Non-CPLV Lease Collateral is in compliance with this Agreement.

## **SECTION 5. Other Agreements.**

### **5.1 Insurance**

The rights of any party hereto in or with respect to insurance policies and proceeds thereof covering the Non-CPLV Lease Collateral shall be governed by the terms of the Non-CPLV Lease.

### **5.2 Intercreditor Legend**

(a) Tenant agrees that each Tenant Financing Collateral Document relating to the Non-CPLV Lease Collateral shall include the following language (or language to similar effect approved by Landlord):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to the [Collateral Agent] pursuant to this Agreement in the Non-CPLV Lease Collateral and the exercise of any right or remedy by the [Collateral Agent] hereunder against the Non-CPLV Lease Collateral are subject to the provisions of the Intercreditor Agreement, dated as of [•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the persons party thereto as Landlord, as the holders of the Non-CPLV Lease Obligations, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Collateral Agent, the persons party thereto from time to time as tenants, collectively, as Tenant, each Landlord Financing Lender and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement with respect to the Non-CPLV Lease Collateral and the Related Property and this Agreement, the terms of the Intercreditor Agreement shall govern and control.”

(b) Landlord and Tenant agree that each Non-CPLV Lease Collateral Document shall include the following language (or language to similar effect approved by each Tenant Financing Collateral Agent):

“Notwithstanding anything herein to the contrary, the lien and security interest granted to Landlord pursuant to this Agreement in the Non-CPLV Lease Collateral] and the exercise of any right or remedy by Landlord hereunder against the [Non-CPLV Lease Collateral] are subject to the provisions of the Intercreditor Agreement, dated as of [•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the persons party thereto as Landlord, as the holders of the Non-CPLV Lease Obligations, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Credit Agreement Collateral Agent, the persons party thereto from time to time as tenants, collectively, as Tenant, each Landlord Financing Lender and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement with respect to the Non-CPLV Lease Collateral and the Related Property and this Agreement, the terms of the Intercreditor Agreement shall govern and control.”

### 5.3 Gratuitous Bailee/Agent for Perfection.

(a) (i) Solely with respect to any deposit accounts and securities accounts constituting Non-CPLV Lease Collateral (the “Pledged Collateral”) under the control (within the meaning of Section 9-104 or 9-106 of the UCC) of Landlord or any Landlord Financing Lender, Landlord and such Landlord Financing Lender agree to also hold control over such deposit accounts for the Tenant Financing Collateral Agents, subject to the terms and conditions of this Section 5.3.

(ii) Solely with respect to any deposit accounts and securities accounts constituting Non-CPLV Lease Collateral (the “Pledged Collateral”) under the control (within the meaning of Section 9-104 or 9-106 of the UCC) of any Tenant Financing Collateral Agent or any Tenant Financing Claimholder, such Tenant Financing Collateral Agent and such Tenant Financing Claimholder agree to also hold control over such deposit accounts for the Landlord (or, if applicable, each Landlord Financing Lender), subject to the terms and conditions of this Section 5.3.

(b) Neither Landlord nor any Landlord Financing Lender shall have any obligation whatsoever to any Tenant Financing Collateral Agent or any Tenant Financing Claimholder to ensure that the Pledged Collateral is genuine or owned by Tenant, to perfect the security interest of the Tenant Financing Collateral Agents or other Tenant Financing Claimholders or to preserve rights or benefits of any Person except as expressly set forth in this Section 5.3. The duties or responsibilities of Landlord and each Landlord Financing Lender under this Section 5.3 shall be limited solely to holding such deposit accounts and securities accounts, as agent in accordance with this Section 5.3.

(c) Neither Landlord nor any Landlord Financing Lender shall have by reason of the Non-CPLV Lease Collateral Documents, the Tenant Financing Collateral Documents, this Agreement or any other document a fiduciary relationship in respect of any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder and the Tenant Financing Collateral Agents and the Tenant Financing Claimholders hereby waive and release Landlord and Landlord Financing Lender from all claims and liabilities arising pursuant to Landlord’s role under this Section 5.3 with respect to the Pledged Collateral. Subject to the terms of this Agreement, it is understood and agreed that the interests of Landlord and each Landlord Financing Lender, on the one hand, and the Tenant Financing Collateral Agents and the Tenant Financing Claimholders on the other hand with respect to the Non-CPLV Lease Collateral, may differ and each of Landlord and each Landlord Financing Lender shall be fully entitled to act in its own interest without taking into account the interests of the Tenant Financing Collateral Agents or the Tenant Financing Claimholders except as otherwise provided in this Agreement.

(d) Upon the Discharge of Non-CPLV Lease Obligations, Landlord or the applicable Landlord Financing Lender (provided that such Landlord Financing Lender shall have received a written instruction from Tenant and Landlord instructing it to do so), as applicable, shall, deliver the remaining Pledged Collateral in its possession (if any) together with any necessary endorsements (which endorsement shall be without recourse and without any representation or warranty), in the following order: (x) if a Discharge of Tenant Financing Obligations has not already occurred, to the Designated Tenant Financing Collateral Agent and (y) if a Discharge of Tenant Financing Obligations has already occurred, to Tenant or to whomever may be lawfully

entitled to receive the same. Following the Discharge of Non-CPLV Lease Obligations, each of Landlord and each Landlord Financing Lender further agrees to take all other action reasonably requested by any Tenant Financing Collateral Agent at the expense of Tenant in connection with such Tenant Financing Collateral Agent obtaining a first-priority security interest in the Pledged Collateral. After the Discharge of Non-CPLV Lease Obligations has occurred, upon the Discharge of Tenant Financing Obligations, the applicable Tenant Financing Collateral Agent shall deliver the remaining Pledged Collateral in its possession (if any) together with any necessary endorsements (which endorsement shall be without recourse and without any representation or warranty) to Tenant or to whomever may be lawfully entitled to receive the same.

#### 5.4 When Discharge of Obligations Deemed to Not Have Occurred.

(a) If, at any time after the termination of the Non-CPLV Lease has occurred or contemporaneously therewith, a New Lease is entered into in accordance with the Non-CPLV Lease, then such New Lease shall automatically be treated as the Non-CPLV Lease for all purposes of this Agreement and the obligations under such New Lease shall automatically be treated as Non-CPLV Lease Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Non-CPLV Lease Collateral set forth herein. In such event, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement, and (i) the tenant under such New Lease shall become party hereto as Tenant and shall be treated for all purposes hereunder as Tenant and (ii) such tenant, Landlord, each Tenant Financing Collateral Agent, Landlord Financing Lender and each other party hereto shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as any Tenant Financing Collateral Agent, Landlord or each Landlord Financing Lender shall reasonably request in order to provide it the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement. This Section 5.4(a) shall survive termination of this Agreement.

(b) If, at any time after the Discharge of Tenant Financing Obligations has occurred, Tenant enters into any Additional Tenant Financing Loan Document evidencing any Additional Tenant Financing Obligations, so long as the Tenant Financing Collateral Agent and the Tenant Financing Claimholders are Permitted Leasehold Mortgagees (as defined in the Non-CPLV Lease) then Landlord and each Landlord Financing Lender, at the cost and expense of Tenant, shall, upon the request of Tenant, promptly enter into a new intercreditor agreement, in substantially the same form as this Agreement, with the Tenant Financing Collateral Agent in respect of such Additional Tenant Financing Obligations and the Tenant. This Section 5.4(b) shall survive termination of this Agreement.



5.5 Amendments to Tenant Financing Documents. Each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees that it shall not at any time execute or deliver any amendment, restatement, or modification to any Tenant Financing Document that would violate the terms and provisions of this Agreement.

**SECTION 6. Insolvency or Liquidation Proceedings.**

6.1 Relief from Automatic Stay. Prior to the occurrence of the Non-CPLV Lease Exercise Conditions, Landlord agrees that it will not seek relief from the automatic stay or from any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case in respect of the Non-CPLV Lease Collateral, without the prior written consent of the Tenant Financing Collateral Agent (acting upon the written instruction of the Tenant Financing Claimholders) so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee. At all times thereafter, none of the Credit Agreement Collateral Agent or any Credit Agreement Claimholder will seek relief from the automatic stay or from any other stay in any Insolvency or Liquidation Proceeding or take any action in derogation thereof, in each case solely in respect of the Non-CPLV Lease Collateral and the Related Property, without the prior written consent of Landlord.

6.2 Finance and Sale Issues. Prior to the occurrence of the Non-CPLV Lease Exercise Conditions, if Tenant shall be subject to any Insolvency or Liquidation Proceeding and any Tenant Financing Collateral Agent shall desire to permit the use of “Cash Collateral” (as such term is defined in Section 363(a) of the Bankruptcy Code) on which such Tenant Financing Collateral Agent or any other creditor has a Lien, or to permit Tenant to obtain financing, whether from the Tenant Financing Claimholders or any other Person under Section 364 of the Bankruptcy Code or any similar Bankruptcy Law (“DIP Financing”), in each case in a manner not inconsistent with the terms of this Agreement, then Landlord will not object to such Cash Collateral use or DIP Financing (including any proposed orders for such Cash Collateral use and/or DIP Financing which are acceptable to such Tenant Financing Collateral Agent), so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee and so long as (a) any Liens on the Non-CPLV Lease Collateral securing such DIP Financing are subordinated to the Liens on the Non-CPLV Lease Collateral securing the Non-CPLV Lease Obligations in accordance with the terms of this Agreement and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the Non-CPLV Lease that may arise prior to any rejection of the Non-CPLV Lease. Prior to the occurrence of the Non-CPLV Lease Exercise Conditions, Landlord shall not provide any DIP Financing to Tenant without the prior written consent of the Tenant Financing Collateral Agents so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee. Landlord agrees that, unless the Non-CPLV Lease Exercise Conditions have occurred, it will (including, without limitation, in an Insolvency or Liquidation Proceeding) (i) not seek consultation rights in connection with, and will not object to or oppose, any sale, liquidation or other disposition of any assets of Tenant, including the Non-CPLV Lease Collateral, that is supported by the Tenant Financing Collateral Agents so long as Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee and (ii) be deemed to

have consented to such sale, liquidation or other disposition, provided that (A) such sale, liquidation or other disposition shall be made pursuant to a Tenant Financing Permitted Action to the same Person who acquires Tenant's Leasehold Estate (as defined in the Non-CPLV Lease) in accordance with the Non-CPLV Lease and the Person so acquiring the Non-CPLV Lease Collateral shall expressly acknowledge in writing that it is acquiring the Non-CPLV Lease Collateral subject to the continuing first priority lien of Landlord, and (B) notwithstanding any such sale, liquidation or other disposition, the Non-CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord. Landlord further agrees that, unless the Non-CPLV Lease Exercise Conditions have occurred, it will not directly or indirectly oppose or impede any such sale, liquidation or other disposition, including orders to retain professionals or set bid procedures in connection with such sale, liquidation or disposition if the Tenant Financing Collateral Agents are each a Permitted Leasehold Mortgagee and have consented to (i) such retention of professionals and bid procedures in connection with such sale, liquidation or disposition of such assets and (ii) the sale, liquidation or disposition of such assets, in which event Landlord will be deemed to have consented to the sale or disposition of Non-CPLV Lease Collateral, and provided that (A) such sale, liquidation or other disposition shall be made pursuant to a Tenant Financing Permitted Action to the same Person who acquires Tenant's Leasehold Estate (as defined in the Non-CPLV Lease) in accordance with the Non-CPLV Lease and (B) notwithstanding any such sale, liquidation or other disposition, the Non-CPLV Lease Collateral shall remain subject to the continuing first priority lien of Landlord and the Person so acquiring the Non-CPLV Lease Collateral shall expressly acknowledge in writing that it is acquiring the Non-CPLV Lease Collateral subject to the lien of Landlord.

No Tenant Financing Claimholder may participate, directly or indirectly, in, or support any other Person that is seeking approval of, any DIP Financing secured by Non-CPLV Lease Collateral unless (a) any Liens on the Non-CPLV Lease Collateral securing such DIP Financing are subordinated to the Liens on the Non-CPLV Lease Collateral securing the Non-CPLV Lease Obligations in accordance with the terms of this Agreement and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the Non-CPLV Lease that may arise prior to any rejection of the Non-CPLV Lease.

For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, prior to the occurrence of the Non-CPLV Lease Exercise Conditions, neither Landlord nor Landlord Financing Lender may participate, directly or indirectly, in, or support any other Person that is seeking approval of, any DIP Financing secured by Tenant Financing Separate Collateral unless (a) any Liens on the Tenant Financing Separate Collateral securing such DIP Financing are subordinated to the Liens on the Tenant Financing Separate Collateral securing the Tenant Financing Obligations and (b) no amounts owed by Tenant under such DIP Financing take priority over any claims under the Tenant Financing Documents on Tenant Financing Separate Collateral.

After the occurrence of the Non-CPLV Lease Exercise Conditions, each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, (including, without limitation, in an Insolvency or Liquidation Proceeding) (i) shall not seek consultation rights in connection with, and shall not object to or oppose, any sale, liquidation or other disposition of any Non-CPLV Lease Collateral or Related Property, that is supported by the Landlord and (ii) shall be deemed to have consented to such sale, liquidation or other disposition. Each Tenant Financing Representative further agrees that, after the occurrence of the Non-CPLV Lease Exercise Condition, it will not directly or indirectly oppose or impede any such sale, liquidation or other disposition, including orders to retain professionals or set bid procedures in connection with such sale, liquidation or disposition if the Landlord has consented to (i) such retention of professionals and bid procedures in connection with such sale, liquidation or disposition of such assets and (ii) the sale, liquidation or disposition of such assets, in which event each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees will be deemed to have consented to the sale or disposition of Non-CPLV Lease Collateral.

### 6.3 Adequate Protection.

(a) Landlord agrees that it shall not object to or contest, or support any other Person objecting to or contesting, in each case to the extent that such actions are not inconsistent with this Agreement, (i) any request by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder for adequate protection under Bankruptcy Law; (ii) any objection by any Tenant Financing Collateral Agent or other Tenant Financing Claimholder to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to any Tenant Financing Collateral Agent or other Tenant Financing Claimholder under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise; provided, in each case, that (a) such adequate protection does not result in any Tenant Financing Claimholders receiving any Lien on Non-CPLV Lease Collateral that is not subordinated to the Liens on the Non-CPLV Lease Collateral securing the Non-CPLV Lease Obligations in accordance with the terms of this Agreement, (b) no amounts owed by Tenant with respect to such adequate protection take priority over any claims under the Non-CPLV Lease that may arise prior to any rejection of the Non-CPLV Lease and (c) Tenant Financing Collateral Agent is a Permitted Leasehold Mortgagee.

(b) Each Tenant Financing Representative, on behalf of itself and the Tenant Financing Claimholders, agrees that it shall not object to or contest, or support any other Person objecting to or contesting, in each case to the extent that such actions are not inconsistent with this Agreement, (i) any request by Landlord for adequate protection under Bankruptcy Law; or (ii) any objection by Landlord to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to Landlord under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise.

6.4 Avoidance Issues. If Landlord is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of Tenant any amount paid in respect of Non-CPLV Lease Obligations (a "Landlord Recovery"), then Landlord shall be entitled to a reinstatement of its Non-CPLV Lease Obligations with respect to all such recovered amounts on the date of such Landlord Recovery, and from and after the date of such reinstatement the Discharge of Non-CPLV Lease Obligations shall be deemed not to have occurred for all purposes hereunder. If any Tenant Financing Claimholder is required in any Insolvency or Liquidation Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of Tenant any amount paid in respect of Tenant Financing Obligations (a "Tenant Financing Recovery" and, together with a Landlord Recovery, a "Recovery"), then such Tenant Financing Claimholder shall be entitled to a reinstatement of its Tenant Financing Obligations with respect to all such recovered amounts on the date of such Recovery, and from and after the date of such reinstatement the Discharge of Tenant Financing Obligations shall be deemed not to have occurred for all purposes hereunder. If this Agreement shall have been terminated prior to any Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. The parties hereto agree that they shall not be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement. This Section 6.4 shall survive termination of this Agreement.

6.5 Post-Petition Interest.

(a) No Tenant Financing Collateral Agent or other Tenant Financing Claimholder shall oppose or seek to challenge any claim by Landlord for allowance in any Insolvency or Liquidation Proceeding of Non-CPLV Lease Obligations consisting of Post-Petition Interest to the extent of the value of Landlord's Lien on the Non-CPLV Lease Collateral, without regard to the existence of the Liens of the Tenant Financing Collateral Agents or the other Tenant Financing Claimholders on the Non-CPLV Collateral.

(b) Landlord shall not oppose or seek to challenge any claim by any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder for allowance in any Insolvency or Liquidation Proceeding of Tenant Financing Obligations consisting of Post-Petition Interest to the extent of the value of the Lien of the Tenant Financing Collateral Agents, on behalf of the Tenant Financing Claimholders, on the Tenant Financing Collateral (after taking into account the amount of the Non-CPLV Lease Obligations and the provisions of this Agreement).

6.6 Separate Grants of Security and Separate Classification. Each of the Tenant Financing Collateral Agents, on behalf of itself and each other Tenant Financing Claimholder represented by it, and Landlord acknowledges and agrees that:

(a) the grants of Liens pursuant to the Non-CPLV Lease Collateral Documents and the Tenant Financing Collateral Documents constitute two separate and distinct grants of Liens; and

(b) because of, among other things, their differing rights in the Non-CPLV Lease Collateral, the Tenant Financing Obligations are fundamentally different from the Non-CPLV Lease Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency or Liquidation Proceeding.

To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of Landlord and the Tenant Financing Claimholders in respect of the Non-CPLV Lease Collateral constitute only one secured claim (rather than separate classes of senior and junior secured claims), then each of the parties hereto hereby acknowledges and agrees that all distributions shall be made as contemplated hereunder as if there were separate classes of secured claims against Tenant in respect of the Non-CPLV Lease Collateral.

**6.7 Effectiveness in Insolvency or Liquidation Proceedings.** Each party hereto acknowledge that this Agreement is a “subordination agreement” under Section 510(a) of the Bankruptcy Code, which will be effective before, during and after the commencement of an Insolvency or Liquidation Proceeding. All references in this Agreement to Tenant will include such Person as a debtor-in-possession and any receiver or trustee for such Person in an Insolvency or Liquidation Proceeding.

**6.8 Unsecured Creditor/DIP Financing Lender.** Each Tenant Financing Representative, on behalf of itself and each Tenant Financing Claimholder, and Landlord further agree that it shall not take any action or exercise any rights or remedies prohibited by this Agreement, including this Section 6 in its capacity as an unsecured creditor or creditor under a DIP Financing.

## **SECTION 7. Reliance; Waivers; Etc.**

**7.1 Reliance.** Other than any reliance on the terms of this Agreement, Landlord acknowledges that it has independently and without reliance on any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, and based on documents and information deemed by it appropriate, made its own credit analysis and decision to enter into each of the Non-CPLV Lease Documents and be bound by the terms of this Agreement and it will continue to make its own credit decision in taking or not taking any action under the Non-CPLV Lease Documents or this Agreement. Other than reliance on the terms of this Agreement, each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, acknowledges that it and such other Tenant Financing Claimholders have, independently and without reliance on Landlord, and based on documents and information deemed by them appropriate, made their own credit analysis and decision to enter into each of the Tenant Financing Documents and be bound by the terms of this Agreement and they will continue to make their own credit decision in taking or not taking any action under the Tenant Financing Documents or this Agreement.

7.2 No Warranties or Liability. Landlord acknowledges and agrees that no Tenant Financing Collateral Agent or other Tenant Financing Claimholder has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the Tenant Financing Documents, the ownership of any Non-CPLV Lease Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, the Tenant Financing Claimholders will be entitled to manage and supervise their respective loans and extensions of credit under the Tenant Financing Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate. Each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder, acknowledges and agrees that Landlord has not made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the Non-CPLV Lease Documents, the ownership of any Non-CPLV Lease Collateral or the perfection or priority of any Liens thereon.

7.3 Obligations Unconditional. All rights, interests, agreements and obligations of Landlord, each Landlord Financing Lender and the Tenant Financing Collateral Agents and the other Tenant Financing Claimholders, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Non-CPLV Lease Documents and Landlord Financing Documents or any Tenant Financing Documents;

(b) except as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of, or in any other terms of, all or any of the Non-CPLV Lease Obligations, Landlord Financing Documents or Tenant Financing Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any Non-CPLV Lease Document, any Landlord Financing Document or any Tenant Financing Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any Non-CPLV Lease Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Non-CPLV Lease Obligations or Tenant Financing Obligations or any guarantee thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of Tenant; or

(e) any other circumstances which otherwise might constitute a defense available to, or a discharge of, Tenant in respect of Landlord, the Non-CPLV Lease Obligations, any Tenant Financing Collateral Agent, any Tenant Financing Claimholder or the Tenant Financing Obligations in respect of this Agreement.

**SECTION 8. Intentionally Deleted.**

**SECTION 9. Miscellaneous.**

9.1 Integration. This Agreement, the Non-CPLV Lease Documents and the Tenant Financing Documents represent the entire agreement of Tenant, Landlord, the Tenant Financing Claimholders and, as between the Landlord and the Landlord Financing Lenders, the Landlord Financing Documents, with respect to the Non-CPLV Lease Collateral, and supersede any and all previous agreements and understandings, oral or written, relating to the Non-CPLV Lease Collateral. There are no promises, undertakings, representations or warranties by Tenant, Landlord, the Tenant Financing Claimholders or Landlord Financing Lender relative to the Non-CPLV Lease Collateral not expressly set forth or referred to herein or therein. In the event of any conflict between the provisions of this Agreement and the provisions of the Non-CPLV Lease Documents or the Tenant Financing Documents with respect to the Non-CPLV Lease Collateral and Related Property, the provisions of this Agreement shall govern and control; provided that the foregoing shall not be construed to limit the relative rights and obligations as among the Tenant Financing Claimholders, which may be governed by separate intercreditor arrangements among them and provided further that notwithstanding the foregoing nothing in this agreement shall be construed to permit Landlord to exercise any rights or remedies against Tenant in contravention of the first sentence of Section 6.3(d) of the Non-CPLV Lease. The exercise of any right or remedy by the Landlord Note Lender hereunder is subject to the limitations of the Second Lien Intercreditor Agreement, dated as of October 6, 2017, by and among Wilmington Trust, National Association in its capacity as "First Lien Agent", UMB Bank, National Association, as "Initial Other First Priority Lien Obligations Agent", and UMB Bank, National Association, as "Trustee".

9.2 Effectiveness; Continuing Nature of this Agreement; Severability. This Agreement shall become effective when executed and delivered by the parties hereto. Each of Landlord and each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to those of the invalid, illegal or unenforceable provisions. All references to Tenant shall include Tenant

as debtor and debtor-in-possession and any receiver, trustee or similar person for Tenant in any Insolvency or Liquidation Proceeding. This Agreement shall terminate and be of no further force and effect on the earlier to occur of (x) the date on which there has been a Discharge of Non-CPLV Lease Obligations and (y) the date on which there has been a Discharge of Tenant Financing Obligations, in each case, subject to Section 5.4 and Section 6.4; provided, however, that no termination shall relieve any party of its obligations incurred hereunder prior to the date of termination.

9.3 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Agreement by any party hereto shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time.

9.4 Information Concerning Financial Condition of Tenant and its Subsidiaries. Landlord, on the one hand, and the Tenant Financing Claimholders and the Tenant Financing Collateral Agents, on the other hand, shall each be responsible for keeping themselves informed of (a) the financial condition of Tenant and all endorsers and/or guarantors of the Non-CPLV Lease Obligations or the Tenant Financing Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the Non-CPLV Lease Obligations or the Tenant Financing Obligations. Subject to Article XVII of the Non-CPLV Lease, neither Landlord, on the one hand, nor any Tenant Financing Collateral Agent or any other Tenant Financing Claimholder, on the other hand, shall have any duty to advise the others of information known to it regarding such condition or any such circumstances or otherwise.

9.5 Subrogation.

(a) With respect to the value of any payments or distributions in cash, property or other assets that any of the Tenant Financing Claimholders or Tenant Financing Collateral Agents pays over to Landlord under the terms of this Agreement, such Tenant Financing Claimholders and Tenant Financing Collateral Agents shall be subrogated to the rights of Landlord; provided that each such Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder represented by it, hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Non-CPLV Lease Obligations has occurred. Tenant acknowledges and agrees that the value of any payments or distributions in cash, property or other assets received by the Tenant Financing Collateral Agents or the Tenant Financing Claimholders that are paid over to Landlord pursuant to this Agreement shall not reduce any of the Tenant Financing Obligations.



(b) With respect to the value of any payments or distributions in cash, property or other assets that Landlord pays over to any Tenant Financing Claimholders under the terms of this Agreement, Landlord shall be subrogated to the rights of such Tenant Financing Claimholders; provided that Landlord hereby agrees not to assert or enforce any such rights of subrogation it may acquire as a result of any payment hereunder until the earlier of (i) the date on which the Non-CPLV Lease Conditions have occurred and (ii) the Discharge of Tenant Financing Obligations has occurred. Tenant acknowledges and agrees that the value of any payments or distributions in cash, property or other assets received by Landlord that are paid over to Tenant Financing Claimholders pursuant to this Agreement shall not reduce any of the Non-CPLV Lease Obligations.

#### 9.6 Additional Debt Facilities.

(a) Subject to the terms of the Non-CPLV Lease, Tenant may incur (or issue and sell), secure and guarantee one or more series or classes of Indebtedness that Tenant designates as Additional Tenant Financing Debt. Such Additional Tenant Financing Debt may be in addition to the Credit Agreement and/or may refinance the Credit Agreement in full or in part.

Subject to the terms of the Non-CPLV Lease, any such series or class of Additional Tenant Financing Debt may be secured by a Lien on the Non-CPLV Lease Collateral that is junior in priority to the Lien upon such Non-CPLV Lease Collateral securing the Non-CPLV Lease Obligations in accordance with the terms hereof, in each case under and pursuant to the relevant Tenant Financing Collateral Documents for such Series of Additional Tenant Financing Debt; provided, however, that unless such Indebtedness is part of an existing Series of Additional Tenant Financing Debt represented by a Tenant Financing Collateral Agent already party to this Agreement, the Additional Tenant Financing Collateral Agent of any such Additional Tenant Financing Debt becomes a party to this Agreement by satisfying the conditions set forth in clauses (1) and (2) of Section 9.6(b). Upon any Additional Tenant Financing Collateral Agent so becoming a party hereto, all Additional Tenant Financing Obligations of such Series shall also be entitled to be so secured by a subordinated Lien on the Non-CPLV Lease Collateral in accordance with the terms hereof and thereof.

(b) In order for an Additional Tenant Financing Collateral Agent to become a party to this Agreement:

(1) each such Additional Tenant Financing Collateral Agent must qualify as a Permitted Leasehold Mortgagee (as defined in the Lease);

(2) such Additional Tenant Financing Collateral Agent shall have executed and delivered to each other then-existing Tenant Financing Collateral Agent and Landlord a Joinder Agreement substantially in the form of Exhibit A hereto (with such changes as may be reasonably approved by such Persons and such Additional Tenant Financing Collateral Agent) pursuant to which such Additional Tenant Financing Collateral Agent becomes a Tenant Financing Collateral Agent hereunder and the related Tenant Financing Claimholders, as applicable, become subject hereto and bound hereby; and

(3) Tenant shall have delivered a Designation to each other then-existing Tenant Financing Collateral Agent and Landlord substantially in the form of Exhibit B hereto, pursuant to which Tenant shall (A) identify the Indebtedness to be designated as Additional Tenant Financing Obligations, (B) specify the name and address of the applicable Additional Tenant Financing Collateral Agent, and (C) certify that the conditions set forth in this Section 9.6 are satisfied with respect to such Additional Tenant Financing Debt; provided that, in the case of a replacement or refinancing of the Credit Agreement, the Tenant may identify in such Designation a particular Tenant Financing Collateral Agent as the new Credit Agreement Collateral Agent, and in such case, such Tenant Financing Collateral Agent shall be deemed to be the Credit Agreement Collateral Agent for all purposes hereunder and the Tenant Financing Documents to which such Credit Agreement Collateral Agent is party shall be deemed to the Credit Agreement Loan Documents for all purposes hereunder.

(c) The Additional Tenant Financing Loan Documents relating to such Additional Tenant Financing Obligations shall provide that each of the applicable Additional Tenant Financing Claimholders with respect to such Additional Tenant Financing Obligations will be subject to and bound by the provisions of this Agreement in its capacity as a holder of such Additional Tenant Financing Obligations and the Tenant Financing Obligations related thereto shall be subject to the terms and provisions of this Agreement.

(d) Upon the execution and delivery of a Joinder Agreement by an Additional Tenant Financing Collateral Agent in accordance with this Section 9.6, each other Tenant Financing Collateral Agent and Landlord shall acknowledge receipt thereof by countersigning a copy thereof and returning the same to such Additional Tenant Financing Collateral Agent; provided that the failure of any Tenant Financing Collateral Agent or Landlord to so acknowledge or return the same shall not affect the status of such Additional Tenant Financing Obligations as Tenant Financing Obligations, if the other requirements of this Section 9.6 are complied with.

(e) With respect to any incurrence, issuance or sale of Indebtedness after the date hereof under the Credit Agreement or the Additional Tenant Financing Loan Documents of a Series of Additional Tenant Financing Debt whose Tenant Financing Collateral Agent is already a party to this Agreement, the requirements of Section 9.6(b) shall not be applicable and such Indebtedness shall automatically constitute Additional Tenant Financing Debt subject to the provisions of this Agreement.

(f) Landlord shall cause the Fee Mortgagee under any Fee Mortgage entered into after the date of this Agreement to become party to this Agreement as a Landlord Financing Lender by executing and delivering to each party hereto a joinder agreement in form and substance reasonably satisfactory to the Tenant Financing Collateral Agents pursuant to which such Fee Mortgagee agrees to be subject to and bound by the terms of this Agreement, including Section 2.1(c), as a Landlord Financing Lender.

9.7 Submission to Jurisdiction; Certain Waivers. Each of Tenant, Landlord, each Tenant Financing Collateral Agent on behalf of itself and each Tenant Financing Claimholder represented by it, and each Landlord Financing Lender hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the Collateral Documents (whether arising in contract, tort or otherwise) to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the general jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States for the Southern District of New York sitting in the Borough of Manhattan, and any bankruptcy court having jurisdiction over any Insolvency or Liquidation Proceeding, and appellate courts from any of the foregoing;

(b) agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York state court, bankruptcy court or, to the fullest extent permitted by applicable law, in such federal court, and that any such court, including any bankruptcy court having jurisdiction over any Insolvency or Liquidation Proceeding, shall have the authority to enforce the terms of this Agreement (including by specific performance) in any such proceeding;

(c) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law and that nothing in this Agreement or any other Non-CPLV Lease Document or Tenant Financing Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Non-CPLV Lease Document or Tenant Financing Document against Tenant or any of its assets in the courts of any jurisdiction;

(d) waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Collateral Documents in any court referred to in Section 9.7(a) (and irrevocably waives to the fullest extent permitted by applicable law the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court);

(e) consents to service of process in any such proceeding in any such court by registered or certified mail, return receipt requested, to the applicable party at its address provided in accordance with Section 9.9 (and agrees that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law);

(f) agrees that service as provided in Section 9.7(e) is sufficient to confer personal jurisdiction over the applicable party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect; and

(g) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages.

9.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, BREACH OF DUTY, COMMON LAW, STATUTE OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

9.9 Notices. Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile, electronic mail or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as set forth below each party's name on the signature pages hereto or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. All notices to the Tenant Financing Claimholders permitted or required under this Agreement shall be sent to the applicable Tenant Financing Collateral Agent(s).

9.10 Further Assurances. Landlord, each Tenant Financing Collateral Agent, on behalf of itself and each other Tenant Financing Claimholder under the Tenant Financing Documents represented by it, and Tenant, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as Landlord or any Tenant Financing Collateral Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

9.11 APPLICABLE LAW. THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS IN THE NON-CPLV LEASE COLLATERAL).

9.12 Binding on Successors and Assigns. This Agreement shall be binding upon Landlord, the Tenant Financing Collateral Agents, the other Tenant Financing Claimholders, Tenant and each Landlord Financing Lender and their respective successors and assigns from time to time. If any Tenant Financing Collateral Agent resigns or is replaced pursuant to the Tenant Financing Documents, its successor and/or assign shall be deemed to be a party to this Agreement and shall have all the rights of, and be subject to all the obligations of, this Agreement. No provision of this Agreement will inure to the benefit of a bankruptcy trustee, debtor-in-possession, creditor trust or other representative of an estate or creditor of Tenant, including where any such bankruptcy trustee, debtor-in-possession, creditor trust or other representative of an estate is the beneficiary of a Lien securing Non-CPLV Lease Collateral by virtue of the avoidance of such Lien in an Insolvency or Liquidation Proceeding.

9.13 Section Headings. The section headings and the table of contents used in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose, be given any substantive effect, affect the construction hereof or be taken into consideration in the interpretation hereof.

9.14 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., in “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

9.15 Authorization. By its signature, each Person executing this Agreement, on behalf of such Person but not in his or her personal capacity as a signatory, represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

9.16 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of Landlord, Tenant, each Landlord Financing Lender and the Tenant Financing Claimholders and their respective successors and assigns from time to time; provided that, with respect to the rights of Landlord expressly referred to in Section 2.1(c)(ii) of this Agreement, Landlord Financing Lender shall be an express and intended third party beneficiary of such rights of Landlord under such Section 2.1(c)(ii). Other than as set forth in Section 9.3 and Section 9.6, none of Tenant, Lease Guarantor, Manager or any other creditor shall have any rights hereunder and none of Tenant, Lease Guarantor, Manager or any other creditor may rely on the terms hereof. Nothing in this Agreement is intended to or shall impair the obligations of Tenant, which are absolute and unconditional, to pay the Non-CPLV Lease Obligations and perform obligations under the Non-CPLV Lease and the Tenant Financing Obligations as and when the same shall become due and payable in accordance with their terms.

9.17 No Indirect Actions. Unless otherwise expressly stated, if a party may not take an action under this Agreement, then it may not take that action indirectly, or support any other Person in taking that action directly or indirectly. "Taking an action indirectly" means taking an action that is not expressly prohibited for the party but is intended to have substantially the same effects as the prohibited action.

9.18 Consent Agreement. For avoidance of doubt, and notwithstanding anything otherwise set forth herein, the parties hereto agree that any foreclosure or realization by any Tenant Secured Party under or pursuant to a Tenant Financing Document or upon Tenant's interest under the Non-CPLV Lease or that would result in a transfer of all or any portion of the Tenant's interest in (i) any of the Managed Facilities or any portion thereof, (ii) the Leased Property or any portion thereof, or (iii) the Non-CPLV Lease, the MLSA or Tenant's rights or Manager's obligations under the MLSA, shall in any case be subject to the applicable provisions, terms and conditions of Article XI of the MLSA, and of the Non-CPLV Lease, including Article 17 and Article 22 thereof.

9.19 Acknowledgment of Non-CPLV Lease as True Lease. Each Tenant Financing Representative, on behalf of itself and the related Tenant Financing Claimholders, agrees and acknowledges that it will not take any action, directly or indirectly, whether under this Agreement, the Tenant Financing Documents or otherwise, and whether or not any Insolvency or Liquidation Proceeding has been commenced by or against Tenant or Guarantor, (i) to challenge any assertion by any party that the Non-CPLV Lease is a true lease, or (ii) to contend that the Non-CPLV Lease is not a true lease or to support any such contention.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Intercreditor Agreement as of the date first written above.

**LANDLORD:**

**HORSESHOE COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HARRAH’S COUNCIL BLUFFS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HARRAH’S METROPOLIS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HORSESHOE SOUTHERN INDIANA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

[Signatures continue on following pages]

**NEW HORSESHOE HAMMOND LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HORSESHOE BOSSIER CITY PROP LLC,**  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HARRAH’S BOSSIER CITY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**NEW HARRAH’S NORTH KANSAS CITY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

[Signatures continue on following pages]



**GRAND BILOXI LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HORSESHOE TUNICA LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**NEW TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**CAESARS ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**BALLY’S ATLANTIC CITY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

[Signatures continue on following pages]

**HARRAH’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HARVEY’S LAKE TAHOE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**HARRAH’S RENO LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**BLUEGRASS DOWNS PROPERTY OWNER LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

[Signatures continue on following pages]

**VEGAS DEVELOPMENT LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**VEGAS OPERATING PROPERTY LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**MISCELLANEOUS LAND LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

**PROPCO GULFPORT LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Payne  
Title: President

Notice Address for the Landlords:  
c/o VICI Properties Inc.  
8329 West Sunset Road, Suite 210  
Las Vegas, NV 89113  
Attention: General Counsel  
Email: [corplaw@viciproperties.com](mailto:corplaw@viciproperties.com)

[Signatures continue on following pages]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Credit Agreement Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

[Signatures continue on following pages]

Acknowledged and Agreed to by:

TENANT:

**HBR REALTY COMPANY LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**HARVEYS IOWA MANAGEMENT  
COMPANY LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**CAESARS ENTERTAINMENT  
OPERATING COMPANY, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]

**SOUTHERN ILLINOIS RIVERBOAT/CASINO  
CRUISES LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**CAESARS RIVERBOAT CASINO, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ROMAN HOLDING COMPANY  
OF INDIANA LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**HORSESHOE HAMMOND, LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]

**HORSESHOE ENTERTAINMENT,**  
a Louisiana limited partnership

By: New Gaming Capital Partnership,  
a Nevada limited partnership  
Its general partner

By: Horseshoe GP, LLC, a Nevada limited liability company  
Its general partner

By: \_\_\_\_\_  
Name:  
Title:

**HARRAH’S BOSSIER CITY  
INVESTMENT COMPANY, L.L.C.,**  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**HARRAH’S NORTH KANSAS CITY LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**GRAND CASINOS OF BILOXI, LLC,**  
a Minnesota limited liability company

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]

**ROBINSON PROPERTY GROUP LLC,**  
a Mississippi limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**TUNICA ROADHOUSE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**BOARDWALK REGENCY LLC,**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]



**CAESARS NEW JERSEY LLC,**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**BALLY’S PARK PLACE LLC,**  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**HARVEYS TAHOE MANAGEMENT COMPANY LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**PLAYERS BLUEGRASS DOWNS LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**HOLE IN THE WALL, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]

CASINO COMPUTER  
PROGRAMMING, INC.,  
an Indiana corporation

By: \_\_\_\_\_  
Name:  
Title:

HARVEYS BR MANAGEMENT  
COMPANY, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on following pages]

**CEOC, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Notice Address for the Tenants:  
c/o CEOC, LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

[Signatures continue on following pages]

WILMINGTON TRUST,  
NATIONAL ASSOCIATION,  
as a Landlord Financing Lender

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

UMB BANK,  
NATIONAL ASSOCIATION,  
as a Landlord Financing Lender

By: \_\_\_\_\_  
Name:  
Title:

[NOTICE ADDRESS]

**SECOND AMENDED AND RESTATED  
OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT**

This Second Amended and Restated Omnibus License and Enterprise Services Agreement (this “**Agreement**”) is dated as of October 6, 2017 (the “**Effective Date**”), made and entered into by and among the parties listed on the signature pages hereto (each, a “**Party**,” and collectively, the “**Parties**”). All capitalized terms used herein and not otherwise defined shall have the meaning set forth in Section 1 of this Agreement.

**WITNESSETH :**

WHEREAS, Caesars Entertainment Operating Company, Inc. (“**CEOC**”), Caesars Entertainment Resort Properties LLC (“**CERP**”), and Caesars Growth Properties Holdings, LLC (“**CGPH**”, and together with CEOC and CERP, each a “**Member**”, and together, the “**Members**”) previously established Caesars Enterprise Services, LLC (“**Services Co.**” or “**Service Provider**”) pursuant to that certain Amended and Restated Limited Liability Company Agreement of Services Co., dated as of May 20, 2014 (the “**Original Effective Date**”), by and among the Members (as amended, supplemented, modified or restated, from time to time, the “**JV Agreement**”);

WHEREAS, the Licensors are the collective owners or licensees of the Licensed IP;

WHEREAS, certain Licensors wish to grant to Services Co. licenses to use the Licensed IP owned or licensed by such Licensor on and in connection with the applicable Licensed Fields on the terms and subject to the conditions hereinafter set forth;

WHEREAS, Services Co. wishes to grant to certain of the Licensees licenses to use certain of the Licensed IP on and in connection with certain Licensed Fields on the terms and subject to the conditions hereinafter set forth;

WHEREAS, the Existing Property Managers are each party to separate Existing Property Management Agreements, pursuant to which the Existing Property Managers provide services relating to the management and operation of the hotel and/or casino of the respective Existing Property Owner;

WHEREAS, (i) each of the Existing Property Owners desires to engage Service Provider to provide the services provided under the Existing Property Management Agreements in accordance with the terms and conditions set forth in such Existing Property Management Agreements which engagement shall be implemented through an assignment of each Existing Property Management Agreement by the parties thereto in accordance with the terms set forth therein, (ii) each of the Members and CEC desire to engage Service Provider to provide services under this Agreement, (iii) each of the Members and CEC desire to engage Service Provider to provide services under this Agreement in connection with certain New Properties as and to the extent elected by the New Property Owner, and (iv) Service Provider is willing to perform such services as of the Original Effective Date with respect to the Managed Facilities and on the effective date of any management agreement entered into after the Effective Date by any New Property Owner and Services Co. (each, a “**Future Property Management Agreement**”), if applicable, in each case on the terms and under the conditions set forth herein;

WHEREAS, the Parties hereto previously entered into that certain Omnibus License and Enterprise Services Agreement, dated as of May 20, 2014 (the “**Original Agreement**”);

WHEREAS, CEOC and certain of its subsidiaries filed voluntary petitions for relief commencing cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Northern District of Illinois, captioned Caesars Entertainment Operating Company, et al., Case No. 15-01145 (Bankr. N.D. Ill.);

WHEREAS, CEOC has effectuated the restructuring of its indebtedness and other obligations (the “**CEOC Restructuring**”) pursuant to the terms and conditions of the Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code filed in the Chapter 11 Cases Dkt. No. 6318;

WHEREAS, in connection with the CEOC Restructuring, the Parties previously agreed to amend and restate the Original Agreement in its entirety pursuant to that certain Amended and Restated Omnibus License and Enterprise Services Agreement, dated as of January 14, 2015 (the “**First Amended and Restated Agreement**”);

WHEREAS, in connection with the CEOC Restructuring, CEOC has appointed new “Managers” of existing CEOC Managed Facilities pursuant to Property Management Agreements;

WHEREAS, in connection with the CEOC Restructuring, CEOC, CLC, CW, Services Co. and certain other parties have entered into that certain Omnibus Bill of Sale, Assignment and Contribution Agreement, dated as of the date hereof, pursuant to which, among other things: (i) CEOC (x) transferred CLC to Services Co., such that CLC became a subsidiary of Services Co., and (y) assigned any System-wide IP owned by CEOC or any of its subsidiaries (other than CLC and CW) to Services Co. or one of its subsidiaries; (ii) CW assigned any System-wide IP owned by CW to Services Co. or one of its subsidiaries; and (iii) CW and CLC assigned any CEOC Property Specific IP owned by CW or CLC, respectively, to CEOC or one of its subsidiaries (the “Omnibus Assignment”); and

WHEREAS, in connection with the CEOC Restructuring, the appointment of such new “Managers” and the Omnibus Assignment, the Parties have agreed to amend and restate the First Amended and Restated Agreement in its entirety as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. **DEFINITIONS**

1.1 Terms defined in the introductory paragraph, the whereas clauses and the other Sections hereof shall have the meanings given to such terms in such introductory paragraph, whereas clauses and Sections. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the JV Agreement. For purposes of this Agreement, the following terms shall be defined as follows:

(a) “**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person. As used in this definition, the term “control” means, as to any Person, the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, partnership interests or other equity interests, or by contract (and the terms “controlled by” and “under common control with” shall have correlative meanings).

(b) “**After-Acquired IP**” means any Intellectual Property created, developed or acquired by a Licensor following the Effective Date.

(c) “**Annual Baseline CapEx Amount**” means \$100,000,000 in respect of the first calendar year following the Original Effective Date and thereafter as determined by the Steering Committee pursuant to the terms of Section 6.1(e) of the JV Agreement.

(d) “**Applicable Laws**” means all laws, rules, regulations and orders of the United States of America and all states, counties and municipalities in which Service Provider and the respective Recipients and Property Owners conduct business.

(e) “**Bally’s Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by Caesars Growth Bally’s LV, LLC and its subsidiaries (collectively, “**Bally’s Owner**”).

(f) “**Base Licensors**” means the Licensors with respect to License 1, License 2 and License 3.

(g) “**Baseline CapEx Allocation**” means, as of the date of determination and with respect to each Member, an amount equal to the product of (i) such Member’s Expense Allocation Percentage, multiplied by (ii) a fraction, the numerator of which equals the then-existing Annual Baseline CapEx Amount and the denominator of which equals twelve (12).

(h) “**CEC**” means Caesars Entertainment Corporation, a Delaware corporation.

(i) “**CEOC Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by or leased to CEOC or any of its subsidiaries.

(j) “**CEOC Property Managers**” means the entities set forth on Exhibit J hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CEOC Property Managers”.

(k) “**CEOC Property Owners**” means the entities set forth on Exhibit K hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CEOC Property Owners”.

(l) “**CEOC Property Specific IP**” means any Intellectual Property that is both (i) specific to a property owned or controlled by a CEOC Property Owner, and (ii) currently or hereafter owned by CEOC or any of its subsidiaries, including the Intellectual Property set forth on Exhibit D-1.



(m) “**CERP Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by CERP or any of its subsidiaries.

(n) “**CERP Property Managers**” means the entities set forth on Exhibit J hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CERP Property Managers”.

(o) “**CERP Property Owners**” means the entities set forth on Exhibit K hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CERP Property Owners”.

(p) “**CERP Property Specific IP**” means any Intellectual Property that is both (i) specific to a property owned or controlled by a CERP Property Owner, and (ii) currently or hereafter owned by a CERP Property Owner, including the Intellectual Property set forth on Exhibit D-2.

(q) “**CGPH Managed Facilities**” means, collectively, the Bally’s Managed Facilities, the Cromwell Managed Facilities, the Harrah’s Managed Facilities and the Quad Managed Facilities.

(r) “**CGPH Property Managers**” means the entities set forth on Exhibit J hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CGPH Property Managers”.

(s) “**CGPH Property Owners**” means the entities set forth on Exhibit K hereto (as may be amended from time to time in accordance with this Agreement) under the heading “CGPH Property Owners”.

(t) “**CGPH Property Specific IP**” means any Intellectual Property that is both (i) specific to a property owned or controlled by a CGPH Property Owner or Planet Hollywood Owner, and (ii) currently or hereafter owned by or exclusively licensed to a CGPH Property Owner or Planet Hollywood Owner, including the Intellectual Property set forth on Exhibit D-3.

(u) “**Claim**” means any lawsuit, action, legal proceeding, claim or demand.

(v) “**CLC**” means Caesars License Company, LLC.

(w) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

(x) “**Confidential Information**” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

(y) “**CPLV Guest Data**” means Guest Data of any customer of the CPLV Managed Facility whose gaming theoretical value at the CPLV Managed Facility constitutes seventy-five percent (75%) or more of the total gaming theoretical value of such customer or guest at all properties managed by the CPLV Property Manager during the twenty-four (24) month period immediately preceding the month in which the date of determination occurs.

(z) “**CPLV Managed Facility**” means the real property interests located in Las Vegas, Nevada, together with the casino and related facilities located thereon, owned by CPLV Property Owner LLC and its subsidiaries.

(aa) “**CPLV Trademark License**” means that certain Trademark License Agreement, dated as of October 6, 2017, by and between CLC and Desert Palace LLC.

(bb) “**Cromwell Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by Caesars Growth Cromwell, LLC and its subsidiaries (collectively, “**Cromwell Owner**”).

(cc) “**CW**” means Caesars World LLC.

(dd) “**Derivative Work**” means (i) an enhancement, improvement or modification with respect to any Intellectual Property, and (ii) the meaning ascribed to it under the United States Copyright statute, 17 USC sec. 101 or equivalent provisions in other legislation (if any) applicable to the copyrighted work in question.

(ee) “**Direct Charges**” are any amounts payable to third parties that are arranged or managed by Service Provider for the direct benefit of a particular Recipient and are charged directly by the third party to such Recipient.

(ff) “**Employee Data**” if applicable, with respect to a particular Recipient, shall have the meaning set forth in the Property Management Agreement related to such Recipient.

(gg) “**Enterprise Services**” means all of the services to be provided by Service Provider to the Recipients as set forth in Section 8 of this Agreement.

(hh) “**Existing Property Management Agreements**” means the management agreements set forth on Exhibit I hereto.

(ii) “**Existing Property Managers**” means collectively, the CEOC Property Managers, the CERP Property Managers, the CGPH Property Managers, and Planet Hollywood Manager.

(jj) “**Existing Property Owners**” means, collectively, the CEOC Property Owners, the CERP Property Owners, the CGPH Property Owners, and Planet Hollywood Owner.

(kk) “**Expense Allocation Percentage**” means the expense allocations for each Member as set forth on Exhibit G hereto (as may be amended from time to time in accordance with this Agreement), in each case subject to the adjustments and limitations set forth in Sections 6.1(c) and (d) of the JV Agreement.

(ll) “**Fee Stream Agreements**” means the Fee Stream Agreements set forth on Exhibit H hereto (as may be amended from time to time in accordance with this Agreement).

(mm) “**GAAP**” shall mean those conventions, rules, procedures and practices, consistently applied, affecting all aspects of recording and reporting financial transactions which are generally accepted by major independent accounting firms in the United States at the time in question. Any financial or accounting terms not otherwise defined herein shall be construed and applied according to GAAP.

(nn) “**Gaming Authority**” shall mean, in any jurisdiction in which a Licensor, a Licensee or a Recipient or any of their respective subsidiaries or Affiliates manages or conducts any casino, gaming business or activities, the applicable gaming board, commission, or other governmental gaming regulatory authority, body or agency which (i) has, or may at any time after the date hereof have, jurisdiction over gaming activities or any successor to such authority or (ii) is, or may at any time after the Effective Date be, responsible for interpreting, administering and enforcing the Gaming Laws.

(oo) “**Gaming Laws**” or “**Gaming Regulations**” shall mean all applicable constitutions, treatises, laws and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permitting authority over gaming, gambling or casino or casino-related activities and all rules, rulings, orders, ordinances and regulations of any Gaming Authority applicable to the gambling, casino, gaming businesses or casino or casino-related activities of a Licensor or a Licensee or any of their respective subsidiaries or affiliates in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by the Gaming Authorities.

(pp) “**Governmental Authority**” means any (i) federal, state, local, municipal, foreign or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), whether foreign or domestic, or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, whether foreign or domestic, including any arbitral tribunal.

(qq) “**Guest Data**” means any and all information and data identifying, describing, concerning or generated by prospective, actual or past guests, family members, website visitors and customers of casinos, hotels, retail locations, restaurants, bars, spas, entertainment venues, or other facilities or services, including without limitation any and all guest or customer profiles, contact information (e.g., addresses, phone numbers, facsimile numbers and email addresses), histories, preferences, game play and patronage patterns, experiences, results and demographic information, whether or not any of the foregoing constitutes personally identifiable information, together with any and all other guest or customer information in any database of Services Co. or any of its subsidiaries, regardless of the source or location thereof, and including without limitation such information obtained or derived by a Recipient or its Affiliates from: (i) guests or customers of the applicable property owned or managed by such Recipient (for the avoidance of doubt, including Property Specific Guest Data); (ii) guests or customers of any Other Managed Resort (including any condominium or interval ownership properties) owned, leased, operated, licensed or franchised by a Recipient or any of its Affiliates, or any facility associated with the Other Managed Resorts (including restaurants, golf courses and spas); or (iii) any other sources or databases, including “Caesars” brand websites, “Caesars” central reservations databases, operational data base (ODS) and any “Caesars” player loyalty program (e.g., the Total Rewards® Program).

(rr) “**Harrah’s Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by Caesars Growth Harrah’s New Orleans, LLC and its subsidiaries (collectively, “**Harrah’s Owner**”).

(ss) “**Insurance Policies**” means any insurance policies and insurance agreements or arrangements of any kind (other than employee benefit plans), including primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, business interruption, workers’ compensation and employee dishonesty insurance policies, bonds and self-insurance company arrangements, together with the rights, benefits and privileges thereunder.

(tt) “**Intellectual Property**” means all rights in, to and under any of the following, as they exist anywhere in the world, whether registered or unregistered: (i) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof, (ii) all inventions (whether or not patentable), invention disclosures, improvements, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing, (iii) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto, (iv) all industrial designs and any registrations and applications therefor, (v) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“**Trademarks**”), (vi) all databases and data collections (including all Guest Data) and all rights therein, (vii) all moral and economic rights of authors and inventors, however denominated, (viii) all Internet addresses, sites and domain names, numbers, and social media user names and accounts (“**Domains**”), (ix) any other similar intellectual property and proprietary rights of any kind, nature or description; and (x) any copies of tangible embodiments thereof (in whatever form or medium).

(uu) “**IP Services**” means performing a Base Licensor’s obligations as licensor under any existing license agreements to which a Base Licensor is a party; exercising a Base Licensor’s rights under any existing or future license agreements; and acquiring, developing, managing, maintaining, protecting, enforcing, defending, licensing, sublicensing and undertaking such other duties and services as may be necessary in connection with the applicable Licensed IP, on behalf of a Base Licensor, in each case in accordance with and subject to the terms of this Agreement (including a Manual, unless a Base Licensor determines, in its sole discretion, that additional action is necessary or desirable in furtherance of the protection or maintenance of the applicable Licensed IP, in which case Services Co. shall perform such IP Services and additional related services as are reasonably requested by a Base Licensor), including the following activities: (a) searching, screening and clearing After-Acquired IP to assess the risk of potential infringement and registrability; (b) filing, prosecuting and maintaining applications and registrations for the Licensed IP in the applicable Base Licensor’s name domestically and in such international markets in which the applicable Base Licensor operates, intends to operate, or wishes to seek Intellectual Property protection, including timely filing of evidence of use, applications for renewal and affidavits of use

and/or incontestability, timely paying of all registration and maintenance fees, responding to third-party oppositions of applications or challenges to registrations, and responding to any office actions, reexaminations, interferences or other office or examiner requests or requirements; (c) monitoring third-party use and registration of Trademarks included in the applicable Licensed IP and taking actions that Services Co. deems appropriate to oppose or contest the use of, or any application or registration for, such Trademarks that could reasonably be expected to infringe, dilute or otherwise violate the Licensed IP or the applicable Base Licensor's rights therein; (d) confirming a Base Licensor's legal title in and to any or all of the Licensed IP, including obtaining written assignments of Licensed IP from the applicable Base Licensor, if applicable, and recording transfers of title in the appropriate intellectual property registries; (e) with respect to a Base Licensor's rights and obligations under this Agreement, monitoring any sublicensee's use of each Trademark included in the applicable Licensed IP and the quality of its goods and services offered in connection with such Trademarks, rendering any approvals (or disapprovals) that are required under the applicable license agreement(s), and employing reasonable means to ensure that any use of any such Trademarks by any such sublicensee satisfies the quality control standards and usage provisions of the applicable license agreement; (f) subject to Section 5.2, protecting, policing, and, in the event that a Base Licensor or Services Co. becomes aware of any unlicensed copying, imitation, infringement, dilution, misappropriation, unauthorized use or other violation of the Licensed IP, or any portion thereof, enforcing such Licensed IP, including (i) preparing and responding to cease-and-desist, demand and notice letters, and requests for a license; and (ii) commencing, prosecuting and/or resolving Claims or suits involving imitation, infringement, dilution, misappropriation, the unauthorized use or other violation of the Licensed IP, and seeking monetary and equitable remedies as Services Co. deems appropriate in connection therewith; provided, that the applicable Base Licensor shall, and agrees to, join as a party to any such suits to the extent necessary to maintain standing; (g) performing such functions and duties, and preparing and filing such documents, as are required under this Agreement to be performed, prepared and/or filed by the applicable Base Licensor, including (i) executing and recording such financing statements (including continuation statements) or amendments thereof or supplements thereto or such other instruments as a Base Licensor may, from time to time, reasonably request and (ii) preparing, executing and delivering grants of security interests or any similar instruments as a Base Licensor may, from time to time, reasonably request that are intended to evidence such security interests in the Licensed IP and recording such grants or other instruments with the relevant Governmental Authority including the United States Patent and Trademark Office and the United States Copyright Office; (h) paying or causing to be paid or discharged, from funds of a Base Licensor, any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the Licensed IP or contesting the same in good faith; (i) obtaining licenses of third-party Intellectual Property for use and sublicense in connection with the System-wide IP; and (j) with respect to any Confidential Information included in the Licensed IP, taking all reasonable measures to maintain confidentiality and to prevent non-confidential disclosures or unauthorized uses.

(vv) "**Licensed Field**" means the authorized field of use with respect to each License, as set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement), under the heading "Licensed Field".

(ww) "**Licensed IP**" means the Intellectual Property subject to each License, as set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement), under the heading "Licensed IP"; provided, that, notwithstanding anything to the contrary in this Agreement, the use and ownership of any and all Employee Data (if applicable), Property Specific Guest Data (as defined below), Guest Data and Service Provider Proprietary Information and Systems (as defined below) shall be subject to Section 8.8 and the applicable Property Management Agreements.

(xx) “**Licensee**” means each Party set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement) under the heading “Licensee”.

(yy) “**License Party**” means with respect to any License set forth on Exhibit A (as may be amended from time to time in accordance with this Agreement), each Licensor and each Licensee party to such License.

(zz) “**License Provisions**” means the scope of each License set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement) under the heading “License Provisions”.

(aaa) “**License Term**” means the term of each License set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement) under the heading “License Term”.

(bbb) “**Licenses**” means the licenses set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement) under the heading “Licenses”.

(ccc) “**Licensor**” means each Party set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement) under the heading “Licensor”.

(ddd) “**Managed Facilities**” means each of the facilities set forth on Exhibit L, as amended from time to time in accordance with this Agreement.

(eee) “**Materials**” means articles, products, packaging, labeling, point of sale materials, trade show displays, sales materials and advertising, bearing any of the Trademarks included in the Licensed IP.

(fff) “**New CEOC Property**” means any property (i) acquired or developed by CEOC or any of its subsidiaries following the Effective Date or (ii) that is a New Propco Property.

(ggg) “**New CERP Property**” means any property acquired or developed by CERP or any of its subsidiaries following the Effective Date.

(hhh) “**New CGPH Property**” means any property acquired or developed by CGPH or any of its subsidiaries following the Effective Date.

(iii) “**New Propco Property**” means any property acquired or developed by VICI Properties Inc. or any of its subsidiaries following the Effective Date and leased to CEOC or any of its subsidiaries.

(jjj) “**New Property**” means any New CEOC Property, any New CGPH Property and any New CERP Property.

(kkk) “**New Property Owner**” means the owner of any New Property.

(lll) “**Opco Claimholders**” means Credit Suisse AG, Cayman Islands Branch, and each other Secured Party under and as defined in the Credit Agreement, dated October 6, 2017, among CEOC, CEOC, LLC, each lender from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (as defined therein).

(mmm) “**OpEx Allocation**” means, with respect to each Member, its Expense Allocation Percentage of operating expenses (including operating expenses that have historically been unallocated to specific properties) incurred by Services Co. in connection with the provision of the Enterprises Services contemplated hereunder, as determined in accordance with the Caesars Corporate Allocations Descriptions & Methodology; provided, that, notwithstanding the foregoing, the CGPH Member shall not receive an allocation for cash reimbursement purposes of stock options, deferred compensation interest or cash non-operating expenses.

(nnn) “**Other Managed Resorts**” shall mean those hotels and casinos, time-share, interval ownership facilities, vacation clubs, and other lodging facilities and residences that are owned and/or operated by a Recipient or its Affiliates under brands of such Recipient, its Affiliates, Services Co., its subsidiaries, a third-party brand or no brand.

(ooo) “**Person**” means any natural person, corporation, company, general or limited partnership, association, firm, limited liability company, limited liability partnership, trust or other legal entity or organization.

(ppp) “**Planet Hollywood Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by Caesars Growth PH, LLC and its subsidiaries (collectively, “**Planet Hollywood Owner**”).

(qqq) “**Planet Hollywood Manager**” means the entity set forth on Exhibit J hereto (as may be amended from time to time in accordance with this Agreement) under the heading “Planet Hollywood Manager”.

(rrr) “**Primary IP**” means any Intellectual Property included in the System-wide IP that is used primarily at a CGPH Managed Facility, including any Trademarks.

(sss) “**Products**” means any and all products and merchandise bearing or incorporating Licensed IP, as authorized by the Licenses in this Agreement.

(ttt) “**Propco Property Owners**” means VICI Properties Inc., CPLV Property Owner LLC, Horseshoe Council Bluffs LLC, Harrah’s Council Bluffs LLC, Harrah’s Metropolis LLC, Horseshoe Southern Indiana LLC, New Horseshoe Hammond LLC, Horseshoe Bossier City Prop LLC, Harrah’s Bossier City LLC, New Harrah’s North Kansas City LLC, Grand Biloxi LLC, Horseshoe Tunica LLC, New Tunica Roadhouse LLC, Caesars Atlantic City LLC, Bally’s Atlantic City LLC, Harrah’s Lake Tahoe LLC, Harvey’s Lake Tahoe LLC, Harrah’s Reno LLC, Bluegrass Downs Property Owner LLC, Vegas Development LLC, Vegas Operating Property, LLC, Miscellaneous Land LLC, Propco Gulfport LLC and Harrah’s Joliet Landco LLC.

(uuu) “**Property Management Agreements**” means the Existing Property Management Agreements, the New Property Management Agreements, the Future Property Management Agreements and any property management agreement for a CEOC Managed Facility.

(vvv) “**Property Managers**” means the managers set forth on Exhibit J hereto, as amended from time to time in accordance with this Agreement.

(www) “**Property Owners**” means the owners set forth on Exhibit K hereto, as amended from time to time in accordance with this Agreement.

(xxx) “**Property Specific Guest Data**” means any and all Guest Data, to the extent in or under the possession or control of a Recipient, identifying, describing, concerning or generated by prospective, actual or past guests, website visitors and/or customers of the applicable property owned or managed by such Recipient, including retail locations, restaurants, bars, casino and Gaming facilities, spas and entertainment venues therein, but excluding, in all cases, (i) Guest Data that has been integrated into analytics, reports, or other similar forms in connection with the Total Rewards® Program or any other customer loyalty program of Services Co. and its Affiliates (it being understood that this exception shall not apply to such Guest Data itself, *i.e.*, in its original form prior to integration into such analytics, reports, or other similar forms in connection with the Total Rewards® Program or other customer loyalty program), (ii) Guest Data that concerns properties that are owned or operated by CEC or its Affiliates, other than the applicable property and that does not concern the applicable property, and (iii) Guest Data that concerns Service Provider Proprietary Information and Systems and is not specific to the applicable property; provided, that in the event of a conflict between the definition of “Property Specific Guest Data” set forth in this Agreement and the corresponding definition set forth in the applicable Property Management Agreement related to such Recipient (where it is acknowledged that, in the case of (x) the CERP Property Owners, the corresponding defined term as set forth in the CERP Property Management Agreements is “Resort Guest Data”, and (y) the CGPH Property Owners and the Planet Hollywood Owner, the corresponding defined term as set forth in the CGPH Property Management Agreements and the Planet Hollywood Property Management Agreement, respectively, is “Managed Facilities Guest Data”), such Property Management Agreement shall control.

(yyy) “**Property Specific IP**” means, collectively, CEOC Property Specific IP, CERP Property Specific IP and CGPH Property Specific IP, including the Intellectual Property set forth on Exhibits D-1 through D-3.

(zzz) “**Quad Managed Facilities**” means the real property interests, together with the casino and related facilities located thereon, owned by Caesars Growth Quad, LLC and its subsidiaries (collectively, “**Quad Owner**”).

(aaaa) “**Recipient**” means CEC, CGP, the Members, the Property Owners (other than the Propco Property Owners), the New Property Owners (other than the owners of any New Propco Property), the Property Managers and their respective subsidiaries (in the case of parties other than the Members, to the extent such party elects to receive Enterprise Services), including in accordance with Section 8.3 of the JV Agreement (if applicable).

(bbbb) “**Restricted Territories**” means (i) with respect to the Bally’s Specified Brands, a twenty (20) mile radius around the Bally’s Managed Facility located in Las Vegas, Nevada, and (ii) with respect to the Harrah’s Specified Brands, a fifty (50) mile radius around the Harrah’s Managed Facility located in New Orleans, Louisiana.



(ccccc) “**Software**” means, as they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application, or other program, including all source code, object code, specifications, databases, designs and documentation related to such programs.

(dddd) “**Special CapEx Allocation**” means, with respect to each Member, an amount equal to the product of (i) such Member’s Expense Allocation Percentage, multiplied by (ii) the amount of any extraordinary capital expenditures approved by the Steering Committee pursuant to the terms of the JV Agreement, which amount is not included in the Annual Baseline CapEx Amount or contemplated by any operating budget or annual plan.

(eeee) “**Specified Brands**” means (i) the names and brands “BALLY’S,” and “BALLY’S LAS VEGAS” (the “**Bally’s Specified Brands**”), including the Trademarks set forth on Exhibit E-1, (ii) the names and brands “HARRAH’S” and “HARRAH’S NEW ORLEANS” (the “**Harrah’s Specified Brands**”), including the Trademarks set forth on Exhibit E-2.

(ffff) “**Steering Committee**” means the Steering Committee as defined in and constituted by the JV Agreement.

(gggg) “**System-wide IP**” means all of the Intellectual Property (in each case, except Property Specific IP and Property Specific Guest Data) that (i) Services Co. or any of its subsidiaries currently license, contemplate to license, or otherwise provide to facilitate the provision of services by or on behalf of Services Co. or any of its subsidiaries to any properties owned by CEOC, CGPH or CERP, (ii) Services Co. or any of its subsidiaries currently provide or contemplate to provide pursuant to, or is otherwise necessary for the performance of, any Property Management Agreement, (iii) is necessary for the provision of the Enterprise Services by Services Co., as contemplated under this Agreement, (iv) is generally used by CEOC, CERP, CGPH and their respective subsidiaries for their respective properties, including any and all Intellectual Property comprising and/or related to the Total Rewards® Program, and the Intellectual Property set forth on Exhibit C, or (v) is developed, created or acquired by or on behalf of Services Co. or any of its subsidiaries and is not a Derivative Work of any Licensed IP licensed to Services Co. under License 1, License 2 or License 3.

(hhhh) “**Termination of the Applicable Property Management Agreement**” means the expiration or any termination of an Existing Property Management Agreement and, if applicable, a New Property Management Agreement (as defined below).

(iiii) “**Total Rewards® Program**” means the customer loyalty program as implemented from time to time by Services Co. and its subsidiaries, which such program as of the Effective Date is operated and promoted under the name, mark and brand Total Rewards®.

## **2. GRANT OF LICENSE**

2.1 Subject to the terms and provisions set forth in this Agreement, each Licensor hereby grants to each Licensee, and each Licensee hereby accepts, a license in and to the applicable Licensed IP, pursuant to the applicable Licensed Provisions, for use solely in connection with the applicable Licensed Field for the applicable License Term (and any Transition Period (as defined below)), in each case, as set forth on Exhibit A hereto (as may be amended from time to time in accordance with this Agreement). The Parties acknowledge and agree that the intent of this Agreement is to grant each applicable Property Owner (and, with respect to CEOC Managed Facilities, CEOC and its subsidiaries) a license in and to all Intellectual Property, not otherwise owned by such Property Owner (or CEOC or its subsidiaries, as applicable), that is currently used or contemplated to be used in connection with the Managed Facility owned by such Property Owner (or leased to CEOC or its subsidiaries, as applicable).

2.2 All Licenses granted under this Agreement shall be subject to any licenses to which a Licensors is a party as of the Effective Date, including the CPLV Trademark License and those set forth in any Property Management Agreement, to the extent not explicitly superseded and replaced by the terms of this Agreement.

2.3 All rights not expressly granted hereunder are reserved by each Licensors.

2.4 To the extent any Affiliate of a Licensors owns any right, title or interest in and to any applicable Licensed IP, such Licensors shall: (a) cause any such Affiliate to comply with the terms of this Agreement, including with respect to the granting of rights in such Licensed IP to the applicable Licensee consistent with the terms and conditions of this Agreement and the applicable License, (b) not permit any such Affiliate at any time during or after the Term to contest or challenge any provision of this Agreement, and (c) take all necessary action to ensure that any Change of Control (as defined below) that results in such Affiliate becoming a Person unaffiliated with such Licensors shall not affect, reduce, or result in any diminution of, the applicable Licensee's rights granted under this Agreement from time to time. Without limiting the foregoing, each Licensors shall ensure that if any of its Affiliates owns any of the Licensed IP licensed under a License, then such Affiliate will be bound by the terms and conditions of this Agreement.

2.5 Each Licensors and Licensee of System-wide IP hereunder agrees that, upon Termination of the Applicable Property Management Agreement with respect to any CEOC Managed Facility or New CEOC Property, it shall discontinue, within the Transition Period set forth in Section 15.6, all use of any Trademarks and Domains included in the System-wide IP that are used solely at or in connection with the applicable CEOC Managed Facility or New CEOC Property, and are not contemplated to be used at or in connection with any other facility or property.

2.6 For the avoidance of doubt, the Parties agree and acknowledge that the Licenses contemplated hereunder shall in no way limit (a) each Licensors's right, title and interest in and to its respective owned Intellectual Property, and (b) except in the case of License 7, License 8 and the CPLV Trademark License, each Licensors's use of its respective Licensed IP, in each case, subject to Section 2.5 above.

**3. [INTENTIONALLY DELETED]**

**4. QUALITY CONTROL**

4.1 In order to protect the Trademarks included in the Licensed IP, including the goodwill related thereto, each Licensee covenants and agrees as follows:

(a) The nature and quality of all Products and Materials shall (i) be subject to the applicable Licensors's approval, such approval to be in accordance with the terms and conditions set forth in this Section 4, and (ii) meet all standards and specifications which such Licensors may from time to time give to such Licensee, on a non-discriminatory basis and consistent with such Licensors's business practices throughout the applicable License Term. Each Licensors acknowledges that the standards and specifications of the Products and the Materials being manufactured, advertised,

publicized, promoted, marketed and sold at the time of the Original Effective Date, if any, meet all such standards and specifications. Each Licensee will continue to comply with the applicable Licensor's existing standards and specifications and with any brand standards manual provided by such Licensor ("**Manual**"), if any, and with all changes in said standards and specifications and in the Manual as they are made by such Licensor from time to time in its sole discretion, on a non-discriminatory basis and consistent with such Licensor's business practices throughout the applicable License Term.

(b) From time to time, at a Licensor's reasonable written request and expense and for the purpose of verifying compliance with Section 4.1(a), each Licensee shall provide or make available representative samples of the Products and Materials and any other further information reasonably requested by the applicable Licensor for that purpose (the "**Samples**"); provided, however, that following the termination of an Existing Property Management Agreement with respect to the Bally's Managed Facilities or the Harrah's Managed Facilities, Bally's Owner or Harrah's Owner, as applicable, shall provide or make available the Samples to the applicable Licensor no less than once per year. Each applicable Licensor shall provide its approval, communicate its disapproval or request changes to be made to the Products and Materials represented by the Samples within fifteen (15) days of submission by such Licensee. If the applicable Licensor does not communicate its approval, disapproval (with a reasonably detailed explanation therefor) or requests for changes to such Licensee within fifteen (15) days, such Licensee's submission of Samples shall be deemed approved. The applicable Licensor's approval or request for changes shall not be unreasonably withheld, conditioned or delayed, and the applicable Licensor shall exercise such right on a non-discriminatory basis and consistent with such Licensor's business practices throughout the applicable License Term.

(c) Subject to compliance with Applicable Laws, upon reasonable notice, representatives of each Licensor shall have the right during normal business hours, to reasonable access to the premises of the applicable Licensee to examine such Licensee's business operations and use of the Trademarks included in the applicable Licensed IP in connection with the Licensed Field, solely to the extent reasonably necessary to confirm compliance with the quality control provisions of this Section 4.1; provided, however, that in no event shall the Licensor have access to the Licensee's business operations and use of Trademarks if such access would violate Gaming Laws or Gaming Regulations.

(d) Each Licensee shall make such changes in the Products and in the Materials as shall be reasonably required by the applicable Licensor to comply with this Agreement; provided, that such required changes are requested by the applicable Licensor on a non-discriminatory basis and are consistent with the applicable Licensor's business practices.

(e) Without limiting any other provision of this Agreement, any Products, any Materials, and the manufacture, marketing, promotion, distribution and sale thereof, and the use or incorporation of the Licensed IP in any of the foregoing, shall comply with all Applicable Laws (unless such non-compliance is a result of any non-compliance by Licensor with respect to the applicable Licensed IP).

4.2 In the event a Licensee fails to materially comply with the specifications and standards (including those specifications and standards contained in the Manual) communicated by the applicable Licensor, such Licensor will furnish such Licensee with written notice identifying such failure and, if reasonably necessary, identifying the steps to cure such failure. Such Licensee

shall, upon receipt of such notification from the applicable Licensor, promptly commence and thereafter diligently pursue the correction of any non-compliance and shall endeavor to achieve such correction within sixty (60) days; provided, that such sixty (60) day correction period shall be extended by an additional thirty (30) days if the applicable Licensee uses continuous reasonable efforts to make the requested corrections during the initial sixty (60) day period. If such Licensee fails to make corrections to any material non-compliance within such time frame, such Licensee shall, within fifteen (15) days of receipt of written notice from the applicable Licensor: (a) cease the use, manufacture, marketing, promotion, distribution or sale of the non-complying Product or Material; and (b) not resume the use, manufacture, marketing, promotion, distribution or sale of such non-complying Product or Material until it has received written authorization from the applicable Licensor to do so.

## **5. PROTECTION OF THE LICENSED IP**

### **5.1 Each Licensee acknowledges and agrees that:**

(a) such Licensee shall not acquire any ownership rights to any of the Licensed IP by virtue of this Agreement or otherwise, that all uses by each Licensee of the Trademarks included in the applicable Licensed IP and goodwill created therein shall inure to the benefit of the applicable Licensor, and that each Licensee will execute all documents reasonably requested by such Licensor to evidence such ownership rights;

(b) such Licensee shall not, during the applicable License Term, directly or indirectly, contest or aid others in contesting the applicable Licensor's ownership of the applicable Licensed IP or the validity of the applicable Licensed IP;

(c) such Licensee shall not, during the applicable License Term, do anything which impairs the applicable Licensor's ownership of or the validity of the applicable Licensed IP; and

(d) subject to the applicable Base Licensor's reasonable business judgment, such Base Licensor shall be responsible for maintaining the applicable Licensed IP in full force and effect, by, among other means, preparing and filing any and all necessary applications, affidavits, renewals or other documentation as may be required by law to maintain the applicable Licensed IP and any registrations thereof; provided, that such Base Licensor shall not abandon, or fail to maintain, any Licensed IP, without the applicable Licensee's prior written consent, if the abandonment or failure to maintain such Licensed IP would reasonably be expected to have a material adverse effect on Licensee's business.

### **5.2 Enforcement Actions.**

(a) With respect to each License, each License Party shall promptly notify the other License Party in writing of (i) any alleged infringement of the applicable Licensed IP by another Person's actions, products or services (an "**Infringement Notice**"), or (ii) any other Claim concerning the applicable Licensed IP within the applicable Licensed Field ("**Other Claim Notice**").

(b) With respect to Intellectual Property licensed by each of the Base Licensors hereunder, upon the receipt by a License Party under the applicable Licenses of an Infringement Notice or an Other Claim Notice, the applicable Base Licensor shall have the sole right, but not the

obligation, to (i) determine what, if any, actions shall be taken by Services Co. on account of any infringement or Claim specified in the Infringement Notice or Other Claim Notice, and (ii) direct Services Co. to initiate and control any cease and desist letters, litigations, arbitrations and other actions or proceedings with respect to third-party infringements of such Licensed IP or Claims concerning such Licensed IP, including the right to settle disputes regarding such Licensed IP on any terms not inconsistent with this Agreement at such Base Licensor's discretion (such actions, the "**Enforcement Actions**"); provided, that notwithstanding the foregoing, Services Co. shall be entitled to undertake an Enforcement Action on behalf of the applicable Base Licensor, without such Base Licensor's consent, if (x) such Enforcement Action would be consistent with how such Base Licensor would respond to the applicable infringement or Claim in the ordinary course of its business and (y) such infringement or Claim would not reasonably be expected to have a material adverse effect on such Base Licensor's business; provided, further, that Services Co. shall cease the applicable Enforcement Action at any time upon the applicable Base Licensor's written request. Any award, settlement, damages or recovery obtained from such Enforcement Action (the "**Recovery**") shall be allocated as follows: (i) first, each License Party shall recover its costs and expenses related to the Enforcement Action; (ii) second, if any portion of the Recovery remains after the allocation described in (i), the applicable Base Licensor shall recover such portion of the Recovery that is based on damages suffered by such Base Licensor; (iii) third, if any portion of the Recovery remains after the allocations described in (i) and (ii) above, then Services Co. shall recover the portion of the Recovery that is based on damages suffered by Services Co.; and (iv) fourth, if any portion of the Recovery remains after the allocations described in (i), (ii) and (iii) above, then the applicable Base Licensor shall recover such remaining portion. The applicable Licensor may be represented in such Enforcement Action by attorneys of its own choice and at its own expense with Services Co. taking the lead in and controlling such Enforcement Action. Nothing in this Section 5.2(b) shall prevent a Licensor from commencing its own Enforcement Action at its own expense at any time.

(c) With respect to Intellectual Property licensed under License 4, upon the receipt by a License Party of an Infringement Notice or an Other Claim Notice, Services Co. shall have the sole right, but not the obligation, to undertake any Enforcement Actions. Any Recovery shall be allocated as follows: (i) first, Services Co. shall recover its costs and expenses related to the Enforcement Action and such portion of the Recovery that is based on damages suffered by Services Co.; (ii) second, if any portion of the Recovery remains after the allocation described in (i), the applicable Licensee shall recover such portion of the Recovery that is based on damages suffered by such Licensee; and (iii) third, if any portion of the Recovery remains after the allocations described in (i) and (ii) above, then Services Co. shall recover such remaining portion. The applicable Licensee may be represented in such Enforcement Action by attorneys of its own choice and at its own expense with Services Co. taking the lead in and controlling such Enforcement Action.

(d) Each License Party agrees to reasonably cooperate with Services Co., including by executing all documents Services Co. may reasonably request and joining as a party in an action to protect or enforce the applicable Licensed IP, to the extent consistent with the rights set forth above.

(e) Except as otherwise provided in this Agreement, Services Co. shall be responsible for the direct and indirect costs and expenses incurred or obtained pursuant to the exercise of any Enforcement Actions in accordance with Section 5.2(b) or Section 5.2(c) hereof, as applicable except that any applicable License Parties other than Services Co. shall bear their respective direct and indirect costs for any such Enforcement Actions that are demonstrably for the sole benefit of such License Party.

(f) Nothing in this Section 5.2 shall permit any License Party to initiate or sustain any Enforcement Action, unless such License Party is expressly authorized to do so pursuant to this Section 5.2. Except as expressly set forth above, a Licensors has the sole and exclusive right with respect to, and control over, any infringement action or other Claims relating to the applicable Licensed IP.

5.3 The Parties acknowledge and agree that Services Co. shall undertake all IP Services with respect to (i) Intellectual Property licensed to it hereunder by the Base Licensors, in each case, for the duration of each applicable License Term, and (ii) the System-wide IP. Notwithstanding the foregoing, upon the expiration or termination of the applicable License Term for License 1, License 2 or License 3, Services Co. shall immediately cease providing the IP Services for the Intellectual Property licensed to Services Co. under such License. For the avoidance of doubt, any and all costs and expenses incurred in connection with the IP Services shall be borne by Services Co.; provided, that, notwithstanding the foregoing, a Member shall be solely or substantially solely responsible for any costs and expenses incurred in connection with any IP Services that are related to an action that is demonstrably for the sole benefit of such Member or its subsidiaries.

## **6. TRADEMARK USAGE AND NOTICES**

6.1 Each Licensee shall use such trademark notices as shall be required by the applicable Licensors in connection with such Licensee's use of the Trademarks included in the Licensed IP, including the use of such notices on Products and Materials; provided, that such required trademark notices are requested by the applicable Licensors on a non-discriminatory basis and are consistent with the applicable Licensors's business practices.

6.2 Notwithstanding anything to the contrary herein, each Licensee shall apply to the applicable Products and the Materials such notices and identifications as are required by Applicable Law.

6.3 Each Licensee agrees not to: (a) use the Trademarks included in the Licensed IP in a descriptive or generic manner so as to undermine the validity or enforceability of such Trademark; (b) use distinctive features of any Trademarks included in the Licensed IP separate and apart from such Trademark in a manner that would be confusingly similar to, or disparaging or dilutive of, the Trademarks included in the Licensed IP; (c) combine any Trademarks included in the Licensed IP with any third-party Trademark; (d) use any Trademarks included in the Licensed IP in conjunction with any third-party Trademark so as to create an association with such third-party Trademark; or (e) intentionally tarnish, dilute, disparage or harm the goodwill associated with the Trademarks included in the Licensed IP or take any action which it knows, or has reason to know, would injure the image or reputation of the Trademarks included in the Licensed IP, including advertising in any way which could reasonably be determined to damage the goodwill of the Trademarks included in the applicable Licensed IP.

## **7. ASSIGNMENTS AND IMPROVEMENTS**

7.1 Services Co. hereby irrevocably assigns to CEOC, CGPH, CERP or a subsidiary designated by CEOC, CGPH or CERP, as applicable, all right, title and interest in and to any and all Intellectual Property created, developed or acquired from time to time by or on behalf of Services Co. that is (a) specific to a property owned or controlled by CEOC, CGPH or CERP, respectively, or (b) a Derivative Work of any Property Specific IP.

7.2 CEOC, CGPH and CERP hereby irrevocably assign (and shall cause their respective subsidiaries to irrevocably assign, as applicable) to Services Co. or a subsidiary of Services Co. designated by Services Co. all right, title and interest in and to any Intellectual Property that is created, developed or acquired from time to time by or on behalf of CEOC, CGPH or CERP, respectively, or any of their subsidiaries, and that is a Derivative Work of any of the Licensed IP licensed by Services Co. or any of its subsidiaries to CEOC, CGPH or CERP, respectively, or any of their subsidiaries under License 4 in Exhibit A hereto.

## **8. ENTERPRISE SERVICES**

8.1 Generally. Service Provider shall provide to each Recipient corporate and other centralized services of the type provided by CEOC or its Affiliates prior to the Original Effective Date, which shall include, without limitation, the services described in Sections 8.2, 8.4, 8.5 through 8.11 (inclusive) and 8.14 hereof, in each case on the terms and subject to the conditions set forth herein. Notwithstanding the foregoing, to the extent any of the services provided under the Property Management Agreements overlap with any of the services provided by Services Provider to the Recipients under this Article 8, the provision of such services shall be provided by the “Manager” under the applicable Property Management Agreement all on the terms and conditions set forth in such Property Management Agreement. From time to time, each Recipient may, but shall not be obligated to, make its employees and assets available to Service Provider to support the provision of services by Service Provider to the Recipients under this Agreement. If a Recipient elects to provide such employees or assets to Service Provider, the costs and fees for such employees and assets shall be mutually agreed upon by Service Provider and such Recipient in writing.

8.2 Accounting Systems and Books and Records. Service Provider shall maintain a complete accounting system in connection with the operation of each Recipient’s business. Separate books and accounts shall be kept for each Recipient. The books and records shall be kept in accordance with GAAP and U.S. tax laws. Such books and records may be kept on a calendar year basis or, to the extent consistent with Section 706 of the Code, fiscal year basis (either, a “**Year**”) as determined by each Recipient’s chief financial officer, or, if no such determination is provided, by Service Provider in its reasonable discretion. Books and accounts shall be maintained at such location(s) as may be reasonably determined by Service Provider. Service Provider shall use its commercially reasonable efforts to comply with all requirements with respect to internal controls in accounting.

8.3 Access to Records. Each Recipient shall at all reasonable times have access to and the right to copy Service Provider’s books and records relating to such Recipient. This Section 8.3 shall survive the expiration or earlier termination of this Agreement onto the seventh (7<sup>th</sup>) anniversary thereof.

### **8.4 Financial Statements; Audits**

(a) Service Provider shall prepare financial statements of each Recipient, individually or as a consolidated group, as required by Applicable Law and as requested by each Recipient. In addition, Service Provider shall prepare (or cause to be prepared) and shall provide to each Member and each Member’s representative on the Steering Committee (i) unaudited monthly financial statements (including balance sheets, statements of profits and losses and statements comparing actual expenditures for such period against the capital budget), (ii) unaudited quarterly financial statements (including balance sheets, statements of profits and losses and statements comparing actual expenditures for such period against the capital budget) and (iii) audited annual financial statements, in each case prepared in a manner consistent with the preparation of such reports by the CEOC Property Managers for the benefit of the CEOC Property Owners.

(b) The financial statements shall be kept in accordance with GAAP and U.S. federal tax laws, or as otherwise determined by the Service Provider in consultation with the Recipients. Service Provider shall engage a nationally recognized reputable public accounting firm to audit the financial statements of each Recipient, individually, and/or as a consolidated group and/or as otherwise determined by the Service Provider, as appropriate, as of and at the end of each calendar or fiscal year (or portion thereof) occurring after the date hereof.

**8.5 Operating and Capital Budgets and Annual Plans.** Unless otherwise authorized and directed by the Steering Committee, at least ninety (90) days prior to the start of each Year, commencing with the Year ending December 31, 2014, Service Provider shall prepare and submit to the Steering Committee a proposed annual plan setting forth the estimated operating and capital budget and business plan for such Year (each such annual plan, a “**Proposed Annual Plan**”). The Proposed Annual Plan as approved by the Steering Committee together with the Annual Plan Confirmation (as hereinafter defined) approved by the Recipients shall collectively be the “Annual Plan” for the Year in question.

Each Proposed Annual Plan shall include (a) a detailed forecast comprised of estimated income (if any) and expenses by month for the coming Year, (b) a detailed estimated cash flow projection by month, (c) an estimate of the applicable expense allocations by Member as set forth in Article 10, and (d) any anticipated reimbursable expenses by line item and category and detailed estimates of any other amounts payable by each Recipient to Service Provider under this Agreement. The Steering Committee shall review each Proposed Annual Plan. Approval of a Proposed Annual Plan shall require the affirmative consent of a majority of the Steering Committee members. If the Steering Committee is unable to reach a decision regarding the approval of all or a portion of any Proposed Annual Plan and informs Service Provider of such, the Steering Committee will be deemed to object to the portions of such Proposed Annual Plan that have not been approved by a majority of the Steering Committee members. If the Steering Committee objects to or is deemed to object to all or any portion of any Proposed Annual Plan, the Steering Committee shall provide Service Provider with any objections in writing, in reasonable detail, as soon as practicable. At the request of any Steering Committee member, Service Provider will make itself available to the Steering Committee to discuss the Proposed Annual Plan and will provide a statement showing budgeted expenses (and any prior Year’s actual expenses) attributable to that portion of the total allocations applicable to the Recipient represented by such Steering Committee member. If the Steering Committee fails to approve any portion of a Proposed Annual Plan in accordance with this Section, then the portions of the Proposed Annual Plan to which the Steering Committee has not properly objected shall be effective and, with respect to any items objected to by the Steering Committee, the Annual Plan approved for the prior Year shall govern with respect to such items until the Steering Committee approves an Annual Plan.

On or before December 15th of each Year, the Service Provider shall confirm, or shall identify any deviations from, the estimates set forth in the Proposed Annual Plan (the “**Annual Plan Confirmation**”). No Annual Plan Confirmation shall result in material modifications or increases to the Proposed Annual Plan unless otherwise agreed by Service Provider and the unanimous consent of the Steering Committee members. If the Annual Plan Confirmation has not changed (other than in any *de minimis* respect) since the submission of the Proposed Annual Plan, and the Proposed Annual Plan has been approved by the Steering Committee, such Proposed Annual Plan shall be the Annual



Plan for the subsequent Year. If the Annual Plan Confirmation differs in any *non-de minimis* respect from the Proposed Annual Plan, the Steering Committee, by the affirmative consent of a majority of the Steering Committee members, shall have the right to approve all such changes and will be deemed to object to all such changes that have not been approved by a majority of the Steering Committee members. The portions of the Proposed Annual Plan and the Annual Plan Confirmation that were approved by a majority of the Steering Committee members shall be effective with respect to such portions for the next Year and the portions of the Proposed Annual Plan and/or Annual Plan Confirmation that were objected to by the Steering Committee shall be governed by the prior Year's Annual Plan.

The parties shall use good faith efforts to reach an agreement on the Annual Plan prior to the commencement of the Year to which such Annual Plan relates. The Service Provider and the Recipients shall work together in good faith to finalize each Annual Plan. The Service Provider shall provide the services hereunder in accordance with the Annual Plan. The affirmative consent of a majority of the Steering Committee members shall be required to increase any department or cost center in the Annual Plan; provided, however, that Service Provider may increase or decrease any such department or cost center without consent of the Steering Committee so long as (i) such change is necessary to reflect a material change in the services required from the service anticipated to be required at the time the Annual Plan was approved, (ii) such amount does not cause a change that exceeds fifteen percent (15%) of such approved item in the Annual Plan, (iii) such increase is applied on a non-discriminatory basis to all Recipients that receive an allocation to which such department or cost center increase relates, (iv) Service Provider provides the Steering Committee with at least sixty (60) days' prior notice, to the extent practicable, of such increase, and (v) Service Provider provides the Recipients with reasonable documentation supporting the need for such increase, where applicable.

#### 8.6 Treasury.

(a) The Recipients (or, at the request of any Recipient, Service Provider) shall each establish, if necessary, one or more bank accounts at banking institutions chosen by such Recipient and reasonably acceptable to Service Provider (such account or accounts are hereinafter collectively referred to as the "**New Bank Accounts**"), and Service Provider shall provide treasury and cash management functions to and on behalf of each Recipient. The Bank Accounts shall be in the applicable Recipient's name or in the name of Service Provider if directed by the applicable Recipient. To the extent permitted under the applicable Property Management Agreements and any financing documents to which a Recipient or any of its Affiliates is a party, Service Provider may transfer funds from and among the New Bank Accounts and any bank accounts established by the Recipients prior to the date hereof (the "**Existing Bank Accounts**", together with the New Bank Accounts, the "**Bank Accounts**"). Each Recipient hereby authorizes the Treasurer and Assistant Treasurer of Service Provider and their designees to sign for and otherwise manage each Recipient's respective Bank Accounts. Service Provider shall not commingle funds of Service Provider and/or its Affiliates (excluding Recipients) with funds of the Recipients.

(b) Service Provider shall have the power to, in accordance with the Annual Plan, arrange for letters of credit for each Recipient on (x) a several, and not joint and several, basis and (y) an as needed basis and shall allocate the costs associated with such letters of credit to the applicable Recipient.

(c) The Service Provider may, in its reasonable discretion and in accordance with the Annual Plan, pay outstanding accounts payable, payroll and other expenses on behalf of each Recipient, and each applicable Recipient agrees to reimburse the Service Provider for such expenses without markup.

8.7 Regulatory Filings. Service Provider shall, at the election of each Recipient, prepare and file all reports required to be filed by each Recipient by each applicable Gaming Authority, the U.S. Securities and Exchange Commission or other governmental authority. The actual out-of-pocket cost of preparing and filing such reports shall be a Direct Charge to such Recipient.

#### 8.8 Service Provider Proprietary Information and Systems; Guest Data.

(a) Service Provider will make available to each Recipient, during the Term, the Service Provider Proprietary Information and Systems (as defined below). For the avoidance of doubt, certain Service Provider Proprietary Information and Systems may also be provided to certain Recipients under the respective Property Management Agreements.

(b) Each Recipient agrees that, as between such Recipient and Service Provider, Service Provider has the sole and exclusive right, title and ownership to:

- (i) certain proprietary information, techniques and methods of operating gaming, hotel and related businesses;
- (ii) certain proprietary information, techniques and methods of designing games used in gaming and related businesses;
- (iii) certain proprietary information, techniques and methods of training employees in the gaming, hotel and related business; and
- (iv) certain proprietary business plans, projections and marketing, advertising and promotion plans, strategies, and systems

(collectively items (i)-(iv), the “Service Provider Proprietary Information and Systems”).

(c) Each Recipient further agrees to maintain the confidentiality of such Service Provider Proprietary Information and Systems, and, upon the termination of this Agreement, each Recipient agrees to return the same to Service Provider, including documents, notes, memoranda, lists, computer programs and any summaries of such Service Provider Proprietary Information and Systems. Service Provider hereby grants to each Recipient a non-exclusive, limited right and license for the duration of the Term to use all or a portion of the Service Provider Proprietary Information and Systems solely to the extent necessary for Recipients to use the books, records and other information maintained by Service Provider hereunder in accordance with the terms and conditions of this Agreement. Service Provider Proprietary Information and Systems specifically excludes any information or documents otherwise falling within (i)-(iv) above if the same is prepared, designed or created solely for the use and benefit of one Recipient.

(d) Casino operational standards may include requirements that the Recipients purchase, lease or otherwise obtain, either through Service Provider or Service Provider’s designated suppliers, certain computer and other systems that Service Provider determines to be necessary for the

operation of the managed casino. If such computer and other systems are offered by Service Provider, the cost to each Recipient will be without markup by Service Provider from the original cost of such computer and other systems to Service Provider. If such computer and other systems are offered by designated suppliers, Service Provider will use commercially reasonable efforts to ensure that the cost to each Recipient will be no higher than the cost of the same or comparable computer and other systems offered to Other Managed Resorts.

(e) Service Provider will make available and license to each Recipient, until Termination of the Applicable Property Management Agreement, Guest Data, solely to the extent necessary for such Recipient's management and operation of the applicable Managed Facilities. Each Recipient acknowledges and agrees that it may only use and access Guest Data in connection with the operation and management of the applicable Managed Facilities and in accordance with and subject to Applicable Law. For the avoidance of doubt, certain Guest Data, including Property Specific Guest Data and CPLV Guest Data, may also be provided to certain Recipients under such Recipients' respective Property Management Agreements and, in the event of a conflict between this Agreement and the applicable Property Management Agreement, such Property Management Agreement shall control.

(f) Upon Termination of a Recipient's Property Management Agreement, such Recipient shall be permitted to retain (or, as necessary, to request and retain) a copy of the Property Specific Guest Data applicable to the Managed Facilities subject to such Recipient's applicable Property Management Agreement; provided, that each Recipient's use of such Property Specific Guest Data shall be subject to Applicable Law and the terms and conditions set forth in such Recipient's respective Property Management Agreement. Each Recipient acknowledges and agrees that, at such time as the CPLV Guest Data is transferred and assigned to CPLV Property Owner LLC, (i) no Recipient will have any further right, title or interest in or to the CPLV Guest Data or be permitted to access such CPLV Guest Data for marketing, research or other activities, or otherwise; and (ii) unless any of the CPLV Guest Data cannot be expunged without destruction of any data that is permitted to be retained by such Recipient, such Recipient must expunge all of the CPLV Guest Data; provided, however, that such Recipient may retain, and may deliver (subject to obligations of confidentiality, to the extent feasible) to any governmental authority, copies of any of the CPLV Guest Data to the extent required to comply with Applicable Law, including applicable Gaming Regulations.

**8.9 Centralized Services.** Service Provider will provide corporate functions to each Recipient, including without limitation information technology and related software services, information systems, website management, vendor relationship management, real estate, strategic sourcing, design and construction, regulatory compliance functions, finance and accounting, consolidated finance operations, risk management, internal audit, tax, record keeping and subsidiary management, treasury functions, consultancy and lobbying services, human resources, compensation, benefits, marketing and public relations, legal, payroll, accounts payable, security and surveillance, government relations, communications and data access services. Service Provider shall pass through any discounts, rebates or similar incentives received by the Service Provider or its Affiliates in connection with the provision of services under this Agreement.

**8.10 Business Advisory Services.** Service Provider will provide Recipients with certain business advisory services, including without limitation: (a) developing and implementing corporate and business strategy and planning, (b) identifying, analyzing, preparing for, negotiating, structuring and executing acquisitions, joint ventures, development activities, divestitures, investments and/or other opportunistic uses of capital, (c) legal and accounting consultancy services, (d) design and construction consultancy services and (e) analyzing and executing financing activities.

#### 8.11 Property Management Services.

(a) Service Provider shall provide to CEOC (and, at the request of CERP, shall provide to CERP) property management services of the type provided by CEOC to CEOC's own properties owned and/or managed by CEOC or its Affiliates prior to the Original Effective Date.

(b) For the avoidance of doubt, with respect to CGPH and its subsidiaries only, neither the Enterprise Services nor any other services provided under this Agreement shall include any property or asset-specific management services, which, for the avoidance of doubt, will be provided pursuant to separate Property Management Agreements.

(c) Service Provider may intermediate the provision of property management services required to be performed under separate Property Management Agreements from time to time as determined by the Steering Committee.

8.12 Operating Reimbursements. Except as otherwise specifically stated herein, Service Provider and the Recipients agree that they shall allocate costs, expenses, deposits, cash, assets and other similar items based on the use of such items by the Parties, regardless of the contracting party therefor. Items that shall be allocated include payroll expenses, marketing programs, reward credits, charitable contributions, and regulatory imposed payments. Each Recipient and Service Provider agree to negotiate in good faith the proper allocation of such items.

#### 8.13 Changes to Services.

(a) The Parties may agree to modify the terms and conditions of Service Provider's performance of any Enterprise Service in order to reflect new procedures, processes or other methods of providing such Enterprise Service. In the event that a Recipient requests a modification that is materially different from the terms and conditions of Service Provider's performance of any Enterprise Service prior to the date of such modification, and would require a material additional expenditure of resources by Services Provider to implement such modification (as determined by a majority of the Steering Committee), then the Parties will negotiate in good faith the terms and conditions upon which Service Provider would be willing to implement such change.

(b) Notwithstanding any provision of this Agreement to the contrary, Service Provider may make: (i) changes to the process of performing a particular Enterprise Service that do not adversely affect the benefits to any Recipient of Service Provider's provision or quality of such Enterprise Service in any material respect or increase any Recipient's cost for such Enterprise Service; (ii) emergency changes on a temporary and short-term basis; and/or (iii) changes to a particular Enterprise Service in order to comply with Applicable Law or regulatory requirements, so long as such changes are applied on a non-discriminatory basis to similar services provided to all Recipients, in each case without obtaining the prior consent of any Recipient. However, Recipients shall, to the extent practicable, be notified in writing within a reasonable time prior to any such changes.

8.14 Additional Services. Recipients may, from time to time, request additional services that are not contemplated above. The Parties agree to negotiate in good faith the terms and conditions, if at all, by which Service Provider would be willing to perform such additional services.

8.15 Access to Property. Each Recipient shall at all reasonable times have access to and the right to use all real property and personalty relating to the provision of Enterprise Services to such Recipient as set forth herein, including reasonable access to all media and to all computer software and programs used for the compilation or printout thereof (to the extent permitted by and subject to any applicable underlying license agreements).

## **9. PERFORMANCE OF ENTERPRISE SERVICES**

9.1 Oversight. The Steering Committee shall be responsible for managing, monitoring and facilitating the implementation and usage of the Enterprise Services. Decisions of the Steering Committee shall be taken, and disputes shall be resolved, by the affirmative consent of a majority of the Steering Committee members, unless a different standard is set forth herein. The Steering Committee shall have the authority to adopt policies and procedures for the implementation of the Enterprise Services contemplated herein. In furtherance of the foregoing, whenever this Agreement requires Services Co. to (a) take any administrative action contemplated by this Agreement, (b) take any action set forth in the Annual Plan or (c) implement any action previously approved by the Steering Committee, any officer of Services Co., acting alone, may take such action on behalf of the Steering Committee.

9.2 Standards. Subject to and in accordance with the Annual Plan, Service Provider shall perform the Enterprise Services on a non-discriminatory basis, in an efficient and first-class manner, using its commercially reasonable efforts to (i) provide the Enterprise Services in the same manner as CEOC provided such Enterprise Services prior to the Original Effective Date, and (ii) evolve the techniques and business processes in which it provides such Enterprise Services to keep pace with changes in the way such services are provided in similar industries. Actions taken by Service Provider in good faith consistent with the foregoing shall not constitute a breach of this Agreement unless such action materially violates an express provision of this Agreement.

### **9.3 Employees**

(a) Services Co. shall make available the executives and employees identified on Exhibit F, as amended from time to time, (the “**Services Co Employees**”) to deliver the Enterprise Services pursuant to this Agreement. For the avoidance of doubt, to the extent any Services Co Employees require access to the facilities of the Property Owners in connection with their delivery of the Enterprise Services or System-wide IP pursuant to this Agreement, the Recipients hereby grant, or shall cause such Affiliated Property Owners to grant, such Services Co Employees a non-exclusive license (or, pursuant to one or more separate agreements, shall grant such other access rights as may reasonably be required) for such purposes, subject to commercially reasonable limitations on such access and/or such other terms and provisions as may be separately agreed.

(b) Service Provider shall determine the fitness and qualifications of all employees performing the Enterprise Services, including the Services Co Employees. Service Provider shall hire, supervise, direct the work of, and discharge of, all Services Co Employees and all such other employees hired by Service Provider after the Original Effective Date and Exhibit F shall be amended from time to time to reflect such additional hires. Subject to the terms of any employment agreement or collective bargaining agreement, as applicable, Service Provider shall determine the

wages and conditions of employment of all such employees in accordance with the Annual Plan. All wages, bonuses, compensation, benefits, termination or severance expenses or liabilities, pension fund contribution obligations or liabilities, and other costs, benefits, expenses or liabilities and entitlements of or in connection with employees employed in connection with the Enterprise Services shall be Service Provider's responsibility (subject to allocated reimbursement as set forth in Article 10).

**9.4 Independent Contractors.** Subject to and in accordance with the Annual Plan, Service Provider may hire consultants, independent contractors, or subcontractors, including Affiliates, to perform all or any part of the Enterprise Services hereunder. Service Provider shall be authorized to enter into agreements on behalf of, and in the name of, a Recipient in connection with any or all of the Enterprise Services. Service Provider will remain fully responsible for the performance of its obligations under this Agreement, including any performance by such consultants, independent contractors, or subcontractors, and Service Provider will be solely responsible for payments due to its independent contractors unless such payments are part of a designated Direct Charge. All debts and liabilities incurred by Service Provider within the scope of the authority granted and permitted hereunder in the course of its provision of the Enterprise Services shall be the debts and liabilities of the respective Recipient(s) only, and Service Provider shall not be liable for such debts and liabilities except as specifically stated to the contrary herein.

**9.5 Agency and Agency Waivers.** The relationship between the Parties shall be that of principal, in the case of each Recipient, and agent, in the case of Service Provider. Nothing herein contained shall be deemed or construed to render the Parties hereto partners, joint venturers, landlord/tenant or any relationship other than that of principal and agent. To the extent there is any inconsistency between the common law fiduciary duties and responsibilities of principals and agents, and the provisions of this Agreement, the provisions of this Agreement shall prevail, it being the intention of the Parties that this Agreement shall be deemed a waiver by Recipients of any fiduciary duties owed by an agent to its principal, and a waiver by Service Provider of any obligations of a principal to its agent, to the extent the same are inconsistent with, or would have the effect of modifying, limiting or restricting, the express provisions of this Agreement, the intention of the Parties being that this Agreement shall be interpreted in accordance with general principles of contract interpretation without regard to the common law of agency except as expressly incorporated in the provisions of this Agreement. In no event shall Service Provider be deemed in breach of its duties hereunder solely by reason of (i) the failure of the financial performance of any Recipient's business to meet such Recipient's expectations or income projections or any operating budget or annual plans, (ii) the acts of any Recipient's employees, (iii) the institution of litigation or the entry of judgments against any Recipient or Recipient's business, or (iv) any other acts or omissions not otherwise constituting a material breach of this Agreement.

**9.6 Affiliate Transactions.** The fact that Service Provider or an Affiliate thereof, or a stockholder, director, officer, member, or employee of Service Provider or an Affiliate thereof, is employed by, or is directly or indirectly interested in or connected with, any Person which may be employed by Recipient to render or perform a service, or from which Service Provider may purchase any property, shall not prohibit Service Provider from employing such Person or otherwise dealing with such Person.

**9.7 Cooperation of Recipients and Service Provider.** Recipients and Service Provider shall cooperate fully with each other during the Term to take all actions, including procuring and maintaining all licenses and operating permits, if any, necessary or advisable for Service Provider to

provide services hereunder and to facilitate each Party's performance of this Agreement. Recipients shall provide Service Provider with such information as is necessary to the performance by Service Provider of its obligations hereunder and as may be reasonably requested by Service Provider from time to time.

## **10. COST ALLOCATION/FUNDING REQUIREMENTS**

10.1 Expense Allocation Statements. Within 10 days after the end of each calendar month, in accordance with the Annual Plan, Service Provider shall prepare and provide to each Member a statement of costs and expenses allocable to such Member and its respective Recipients for the preceding calendar month (each, an "**Expense Allocation Statement**") setting forth such Member's and its respective Recipients' (a) OpEx Allocation, (b) Baseline (and, if applicable, Special) CapEx Allocation and (c) Direct Charges and any other expenses incurred 100% for the benefit of such Member and/or its respective Recipients. For administrative convenience, at the election of Service Provider each Expense Allocation Statement may also include amounts owing and payable to or on behalf of Service Provider under any Property Management Agreement; provided, that (i) all such amounts owing under any Property Management Agreement shall be separately and clearly identified as such on such Expense Allocation Statement and (ii) for the avoidance of doubt, nothing in this Agreement creates any independent payment obligation with respect to amounts owing and payable under any Property Management Agreement. At the election of Service Provider, payroll and related personnel expenses may be invoiced and billed to, and payable by, the Members more frequently than monthly, as is reasonably required for Service Provider to meet then-existing payroll obligations.

10.2 Funding Requirements. Within 10 days after receipt of each Expense Allocation Statement, each Member shall pay all amounts indicated therein as due to Service Provider in accordance with the payment instructions included in such Expense Allocation Statement.

10.3 Disputes. If a Member disputes all or any portion of any expense allocated to such Member as set forth in any Expense Allocation Statement, such Member shall nonetheless timely pay such disputed amount to Service Provider and, following such payment, may submit such disputed amount to the Steering Committee for review and resolution (it being understood that the amount, if any, of any payment actually paid by such disputing Member that is ultimately determined by the Steering Committee to have been improperly allocated to such Member shall be promptly returned by Service Provider to such disputing Member following the decision by the Steering Committee to such effect).

## **11. AFFIRMATIVE COVENANTS**

11.1 Compliance with Laws. The Parties covenant throughout the Term to comply in all material respects with all Applicable Laws, rules, regulations and orders of all states, counties, and municipalities in which such Party conducts business, including any laws, rules, regulations, orders and requests for information of any Gaming Authorities that may license Service Provider or a Recipient or from which Service Provider or a Recipient may seek a license. Recipient shall also follow applicable federal laws, rules, and regulations.

11.2 Insurance. All Property Owners maintain Insurance Policies and all material Insurance Policies (i) are in full force and effect and enforceable in accordance with their terms and (ii) have not been subject to any lapse in coverage for any material term. As of the date hereof, the Parties agree that such Insurance Policies will be managed by the Service Provider, either directly or indirectly through the use of a captive insurance subsidiary. Upon the request of the Service Provider, each of the Property Owners will provide commercially reasonable cooperation to the Service Provider in order to afford the Service Provider the ability to properly maintain the Insurance Policies, which may include providing access to coverage, carriers and the right to make claims on behalf of the Property Owners and obtaining letters of credit or other credit support documentation requested by the Service Provider as may be necessary to provide a back-to-back letter of credit for the insurance obligations under the Insurance Policies of each property owned by the Property Owners, as applicable.

11.3 Property Management Agreements. In the event that any Existing Property Management Agreement or Future Property Management Agreement is terminated following the rejection thereof pursuant to Section 365 of the U.S. Bankruptcy Code (11 U.S.C. Section 101 et. seq., as amended) (the “**Bankruptcy Code**”) by the applicable Property Manager, Services Co. or its subsidiaries shall enter into a new property management agreement with respect to the property applicable to such Existing Property Management Agreement or Future Property Management Agreement on substantially similar terms to the applicable Existing Property Management Agreement or Future Property Management Agreement (such new property management agreement, the “**New Property Management Agreement**”).

## **12. REPRESENTATIONS AND WARRANTIES**

### **12.1 Mutual Representations and Warranties**

(a) Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state of its organization, that each Party has full power and authority to enter into this Agreement and perform its obligations hereunder, and that the officers of such Party who executed this Agreement on behalf of such Party are in fact officers of such Party and have been duly authorized by such Party to execute this Agreement on its behalf.

(b) The execution, delivery and performance by each Party of this Agreement have been duly authorized by all necessary action on the part of such Party and no further action or approval is required in order to constitute this Agreement as the valid and binding obligations of such Party, enforceable in accordance with its terms.

12.2 Licensor’s Representations and Warranties. Each Licensor represents and warrants to the applicable Licensee that, to the knowledge of such Licensor: (a) such Licensor has the full right, power and authority to grant the rights herein granted to the applicable Licensee for use of the Licensed IP owned by such Licensor, including the right to license such Licensed IP to the applicable Licensee in accordance with this Agreement, and by doing so does not violate any agreement between such Licensor and a third party, or violate, infringe or misappropriate any Intellectual Property rights or other rights of a third party; and (b) the applicable Licensee’s use of the applicable Licensed IP owned by such Licensor, in accordance with the terms and conditions set forth in this Agreement and the applicable License, shall not violate, infringe or misappropriate the Intellectual Property rights or other rights (including any contractual rights) of any third party.

12.3 Service Provider Representations and Warranties. To Service Provider’s knowledge, all agreements between Service Provider and third parties pursuant to which Service Provider obtains any Enterprise Services to be provided hereunder are in full force and effect, and there is no event of material default thereunder by any party thereto that would materially adversely prevent Service Provider from providing the Enterprise Services hereunder.



### 13. **INDEMNIFICATION**

13.1 Each (a) Licensee agrees to fully indemnify and hold harmless each applicable Licensor (and its officers, directors and employees) and (b) Service Provider agrees to fully indemnify and hold harmless each Recipient (and its officers, directors and employees), in any case, from and against any and all liabilities, Claims, causes of action, damages and expenses (including reasonable and documented attorneys' fees) (collectively, "**Harm**") arising out of or resulting from: (i) any actual or alleged defects in any of the applicable Products or other Claim related to any of the applicable Products or the Materials not included in the applicable Licensed IP, and not covered by Licensor's indemnification obligations under Section 13.3 below, to the extent caused by an act or omission of such Licensee that such Licensee can demonstrate was not carried out or omitted pursuant to the applicable Licensor's instructions; (ii) any actual or alleged infringement, violation or misappropriation of any Intellectual Property rights, including trade secrets and rights of privacy and publicity, in connection with the use, disclosure, manufacture, marketing, promotion, distribution or sale by such Licensee of any applicable Products or Materials to the extent caused by an act or omission of such Licensee (other than to the extent arising from the use of the applicable Licensed IP as permitted hereunder and that such Licensee can demonstrate was pursuant to the applicable Licensor's instructions); (iii) such Licensee's false or misleading advertising in connection with any of applicable Products or Materials other than that which such Licensee can demonstrate was pursuant to the applicable Licensor's instructions; (iv) any violation by such Licensee of any Applicable Law, including, without limitation, Gaming Laws, in connection with the use of the Licensed IP and/or the use, manufacture, marketing, promotion, distribution, or sale of any applicable Products or Materials other than that which such Licensee can demonstrate was pursuant to the applicable Licensor's instructions; (v) any use of any of the applicable Licensed IP by such Licensee in a manner not authorized by this Agreement or the applicable License; (vi) any breach of this Agreement by such Licensee; (vii) any material damage to the facilities of the Members or the Property Managers caused by Services Co. Employees; or (viii) the gross negligence or willful misconduct of Licensee or Service Provider, or any employee, contractor or agent of such Licensee or Service Provider, except to the extent directly or indirectly caused by any act or omission of such Licensor or Recipient. In the event that a recall of any applicable Product or Material is required, ordered or recommended by any court or government agency or any Applicable Law, for any reason, each Licensee shall comply with such requirement, order or recommendation and shall bear all the expenses thereof, unless Licensee can demonstrate such defect was due to the applicable Licensor's instructions, in which case, the applicable Licensor shall bear such expenses.

13.2 The indemnified party under Sections 13.1 and 13.3 shall promptly notify the indemnifying party of any Claim which may be made against the indemnified party. Each Licensee and the applicable Licensor shall consult with respect to the handling of such claim and its resolution; provided, that Licensor shall have sole control of the defense and settlement of any such claim (provided, that in connection with License 1, License 2 and License 3, Services Co. will act on behalf of and at the direction of the applicable Licensor with respect to the defense and settlement of any such claim), whether initially made against a Licensor or a Licensee, at such Licensor's sole expense (subject to such Licensee's indemnification obligations, as applicable); provided, that (a) a Licensee may participate in the defense and settlement with its own counsel at its expense, and (b) in the event the Claim was made against a Licensee, Licensor shall not settle such claim without such Licensee's consent, not to be unreasonably withheld or delayed, unless the settlement is for a monetary payment only and admits no fault of such Licensee.

13.3 Each Licensor and Recipient, as applicable, agree to fully indemnify and hold harmless each applicable Licensee and the Service Provider, respectively, from and against any and all Harm arising out of or resulting from: (a) a Claim by a third party that such Licensee's use of the applicable Licensed IP as permitted by this Agreement and the applicable License infringes, violates or misappropriates the Intellectual Property rights of such third party; (b) any breach of this Agreement by such Licensor; or (c) the gross negligence or willful misconduct of Licensor or Recipient, or any employee, contractor or agent of such Licensor or Recipient, except to the extent directly or indirectly caused by any act or omission of such Licensee or the Service Provider.

13.4 Limitation on Liability. No Party will be liable for indirect, consequential, special, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, and even if such Party has been advised of the possibility of such damages.

#### **14. DEFAULT**

14.1 Definition. The occurrence of any one or more of the following events which is not cured within the time permitted shall constitute a default under this Agreement (hereinafter referred to as an "**Event of Default**") as to the Party failing in the performance or effecting the breaching act.

14.2 Service Provider's Default. An Event of Default shall exist with respect to Service Provider if Service Provider shall fail to perform or materially comply with any of the covenants, agreements, terms or conditions contained in this Agreement applicable to Service Provider and such failure shall continue for a period of thirty (30) days after written notice thereof from any Recipient to Service Provider specifying in reasonable detail the nature of such failure, or, in the case such failure is of a nature that it cannot, with due diligence and good faith, be cured within thirty (30) days but can be cured within 120 days, if Service Provider fails to proceed promptly and with all due diligence and in good faith to cure the same and thereafter to prosecute the curing of such failure to completion with all due diligence within ninety (90) days thereafter. If an Event of Default exists with respect to Service Provider pursuant to this Section 14.2, the other Parties shall be entitled to the remedies set forth in Section 16.10.

##### **14.3 Non-Member Recipient's Default**

(a) An Event of Default shall exist with respect to a Recipient that is not also a Member if such Recipient shall:

(i) fail to make any monetary payment required under this Agreement, including any Direct Charges to the applicable third parties on or before the due date recited herein and such failure continues for five (5) Business Days after written notice from Service Provider specifying such failure, but only to the extent that such failure causes a liability or obligation on the part of Service Provider, or

(ii) fail to perform or materially comply with any of the other covenants, agreements, terms or conditions contained in this Agreement applicable to such Recipient and such failure shall continue for a period of thirty (30) days after written notice thereof from Service Provider to such Recipient specifying in reasonable detail the nature of such

failure, or, in the case such failure is of a nature that it cannot, with due diligence and good faith, be cured within thirty (30) days, if such Recipient fails to proceed promptly and with all due diligence and in good faith to cure the same and thereafter to prosecute the curing of such failure to completion with all due diligence within ninety (90) days thereafter.

(b) If an Event of Default exists with respect to a Recipient that is not also a Member pursuant to Section 14.3(a)(i), then any monetary payment due shall bear interest at the prime rate as published from time to time in the Wall Street Journal (but not higher than the maximum lawful rate) from the date such amount is due until such amount is paid in full.

(c) If an Event of Default exists with respect to a Recipient that is not also a Member pursuant to Section 14.3(a)(ii), (i) Service Provider shall be entitled to the remedies set forth in Section 16.10 and (ii) such Recipient will lose all rights to receive the Enterprise Services; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Recipient shall not lose any rights to which it is entitled as a Licensee hereunder.

#### 14.4 Member Default.

(a) An Event of Default shall exist with respect to a Member if such Member shall:

(i) fail to make any monetary payment required under this Agreement or the JV Agreement, including (A) the Initial Capital Contributions, (B) the OpEx Allocation, (C) except as set forth in Section 6.1(e) of the JV Agreement, the Baseline CapEx Allocation, (D) except as set forth in Section 6.1(e) of the JV Agreement, the Special CapEx Allocation, (E) any expenses due or owed by such Recipient pursuant to Section 5.3 or (F) any Direct Charges to the applicable third parties, in each case on or before the due date recited herein and such failure continues for five (5) Business Days after written notice from Service Provider specifying such failure, but only to the extent that such failure causes a liability or obligation on the part of Service Provider; or

(ii) fail to perform or materially comply with any of the other covenants, agreements, terms or conditions contained in this Agreement applicable to such Member and such failure shall continue for a period of thirty (30) days after written notice thereof from Service Provider to such Member specifying in reasonable detail the nature of such failure, or, in the case such failure is of a nature that it cannot, with due diligence and good faith, be cured within thirty (30) days, if such Member fails to proceed promptly and with all due diligence and in good faith to cure the same and thereafter to prosecute the curing of such failure to completion with all due diligence within ninety (90) days thereafter.

(b) If an Event of Default exists with respect to a Member pursuant to Section 14.4(a)(i)(A), or this Agreement is rejected by any Member in connection with any bankruptcy proceeding, such Member will lose (i) all governance rights applicable to such Member or such Member's representative on the Steering Committee, provided for herein and pursuant to the JV Agreement, and (ii) all rights as a Recipient to receive the Enterprise Services; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Member shall not lose any rights to which it is entitled as a Licensee hereunder.

(c) If an Event of Default exists with respect to a Member pursuant to Section 14.4(a)(i)(B), such Member will lose all rights as a Recipient to receive the Enterprise Services; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Member shall not lose any rights to which it is entitled as a Licensee hereunder.

(d) If an Event of Default exists with respect to a Member pursuant to Section 14.4(a)(i)(C), (i) such Member will lose all governance rights applicable to such Member or such Member's representative on the Steering Committee, provided for herein and pursuant to the JV Agreement, and (ii) where practicable, the provision of the Enterprise Services to such Member shall not include use of the product or asset that was the subject to the capital expenditure not funded by such Member; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Member shall not lose any rights to which it is entitled as a Licensee hereunder.

(e) If an Event of Default exists with respect to a Member pursuant to Section 14.4(a)(i)(D), (i) such Member will lose all governance rights applicable to such Member or such Member's representative on the Steering Committee, provided for herein and pursuant to the JV Agreement, and (ii) where practicable, the provision of the Enterprise Services to such Member shall not include use of the product or asset that was the subject to the capital expenditure not funded by such Member; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Member shall not lose any rights to which it is entitled as a Licensee hereunder; provided, further, that if CEOC does not fund its Special CapEx Allocation pursuant to Section 6.1(e) of the JV Agreement, this shall not be considered an Event of Default, but where practicable, the provision of the Enterprise Services to CEOC shall not include use of the product or asset that was the subject of the capital expenditure not funded by CEOC.

(f) If an Event of Default exists with respect to a Member pursuant to Section 14.4(a)(i)(E), Section 14.4(a)(i)(F) or Section 14.4(a)(ii), (i) Service Provider shall be entitled to the remedies set forth in Section 16.10 and (ii) such Member will lose all rights as a Recipient to receive the Enterprise Services; provided, that, for the avoidance of doubt, subject to Sections 15.2 and 15.7, such Member shall not lose any rights to which it is entitled as a Licensee hereunder.

#### 14.5 Bankruptcy.

(a) An Event of Default shall exist with respect to a Party if such Party:

(i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property;

(ii) makes a general assignment for the benefit of creditors;

(iii) is adjudicated bankrupt or insolvent;

(iv) has filed against it an involuntary bankruptcy petition and (x) such petition shall continue not dismissed for sixty (60) days or (y) an order approving such petition shall have been entered; or

(v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, takes advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law, or admits the material allegations of a petition filed against it in any proceedings under any such law;

provided, however, that the transactions contemplated by the CEOC Restructuring shall not constitute an Event of Default under this Section 14.5.

14.6 Delays and Omissions. No delay or omission as to the exercise of any right or power accruing upon any Event of Default shall impair the non-defaulting party's exercise of any right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein.

**15. TERM; BREACH; REMEDIES; EFFECT OF TERMINATION**

15.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect in perpetuity unless terminated as provided herein (the "**Term**"); provided, that the term of each License shall commence on the date hereof and shall continue for the duration of the applicable License Term.

15.2 Other than with respect to a breach of Section 4.1(a) by a Licensee, which shall be governed by Section 4.2, if a Licensee's use of the Trademarks included in the Licensed IP does not meet the quality control standards set forth in this Agreement or if a Licensee otherwise materially breaches any terms of this Agreement (but solely with respect to those terms applicable to such Licensee in its capacity as a Licensee hereunder), then the applicable Licensee shall remedy such breach to the reasonable satisfaction of the applicable Licensor within thirty (30) days of the delivery of written notice of such breach by the Licensor to the Licensee, which cure period shall be extended for an additional thirty (30) days if the breach is curable and the applicable Licensee is diligently attempting to cure such breach. If at the end of the period following the applicable Licensee's receipt of written notice of such breach (or, in the case of Section 4.2, at the end of the fifteen (15) day period following the applicable Licensee's receipt of written notice of failure to make corrections to any material non-compliance), the Licensee has failed to remedy such breach to the reasonable satisfaction of the Licensor, then the Licensor may immediately seek preliminary or permanent injunctive relief against the Licensee. If injunctive relief is granted in favor of the Licensor pursuant to this Section 15.2, the Licensor shall be entitled to recover its reasonable attorneys' fees, costs, and expenses of litigation incurred in connection with seeking such injunctive relief. The rights of each Licensor set forth in this Section 15.2 are in addition to any other legal or equitable remedy that the Licensor may be entitled to seek in respect of quality deficiencies or other material breaches of this Agreement.

15.3 Each Licensor shall have the right to terminate this Agreement with respect to a Licensee immediately upon written notice to such Licensee in the event such Licensee violates or is notified by Gaming Authority that it is violating any Gaming Laws, or the ongoing existence of this Agreement might cause any Party to be in violation of any Gaming Laws.

15.4 [Intentionally deleted.]

15.5 Except as otherwise provided herein, this Agreement may not be terminated without the prior written consent of all the Parties hereto.

15.6 Upon the termination or expiration of any License as provided pursuant to this Agreement, the applicable Licensee shall no longer be licensed to use any of the applicable Licensed IP and shall discontinue all use of such Licensed IP within twelve (12) months (the “**Transition Period**”) following the termination or expiration of the applicable License. All applicable Products and Materials in such Licensee’s possession or control at the time of termination or expiration of the Transition Period for the applicable License shall be delivered to the applicable Licensor or, at such Licensor’s instruction, destroyed. Upon the applicable Licensor’s request, all signage and fixtures bearing the Trademarks included in the Licensed IP must be removed by the applicable Licensee prior to the expiration of the Transition Period and delivered to the applicable Licensor or, at such Licensor’s instruction, destroyed.

15.7 Each Licensee acknowledges and agrees that any unauthorized use of the applicable Licensed IP by such Licensee may result in irreparable harm to the applicable Licensor for which remedies other than injunctive relief may be inadequate, and that the applicable Licensor may be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies.

15.8 If this Agreement is terminated pursuant to this Article 15, it shall become void and of no further force and effect, except that Articles 1, 4, 6, 7, 13, 16 and this Section 15.8 shall survive the expiration or any termination of this Agreement.

## **16. MISCELLANEOUS PROVISIONS**

16.1 In all transactions regarding any Products and Materials, each applicable Licensee shall assume sole responsibility for any commitments, obligations or representations made by it in connection with the use, manufacture, advertising, marketing, promotion, publicity, distribution, offer for sale and sale thereof and such Licensee represents and warrants to the applicable Licensor that such Licensor shall have no liability to such Licensee or third parties with respect to any such Products or Materials manufactured, advertised, distributed, marketed, promoted, published, offered for sale or sold by or for such Licensee or its customers.

16.2 Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any such Party may designate by written notice to the other Parties):

(a) if to Service Provider, at:

Caesars Enterprise Services, LLC

One Caesars Palace Drive  
Las Vegas, Nevada 89109  
Facsimile: (702) 407-6418  
Attention: General Counsel

(b) If to CEOC, at:

Caesars Entertainment Operating Company, Inc.  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
Facsimile: (702) 407-6418  
Attention: General Counsel

(c) If to CERP, at:

Caesars Entertainment Resort Properties LLC  
c/o Caesars Entertainment Corporation  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
Facsimile: (702) 407-6418  
Attention: General Counsel

(d) If to CGPH, at:

Caesars Growth Properties Holdings, LLC  
c/o Caesars Entertainment Company  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
Facsimile: (702) 888-1853  
Attention: General Counsel

(e) If to any other Recipient, at such Recipient's address as provided to Service Provider.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by certified mail, be deemed received upon the earlier of actual receipt thereof or five (5) Business Days after the date of deposit in the United States mail, as the case may be; and shall, if delivered by nationally recognized overnight delivery service, be deemed received the first Business Day after the date of deposit with the delivery service. Whenever any notice is required to be given by Applicable Law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

16.3 This Agreement, the JV Agreement, the Property Management Agreements and the CPLV Trademark License constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, pertaining to such subject matter. There are no warranties, representations or agreements, express or implied, between the Parties in connection with the subject matter hereof except as may be specifically set forth herein or therein. No amendment, supplement, modification or waiver of this Agreement shall be binding unless it is set forth in a written document signed by all the Parties; provided, however, that upon the acquisition or development by Services Co. or any Member of any new property, or in connection with any transaction in which a property owned by a Member remains managed by an Affiliate of CEC but the ownership structure of such property is modified (including a transaction pursuant to which a third party acquires the real property interest in such property and leases back such property to the relevant Member or any of its Affiliates) that, in any of the foregoing cases, would involve the use of any System-wide IP, subject to compliance with Section 8.3 of the JV Agreement, the officers of Services Co. may update Exhibits A, D, E, H, I, J, K and L solely to reflect such acquisition, development or transaction during the Term without obtaining the signature of the Parties so long as

copies of all such updates are distributed to all Parties and the affected Party does not object to such amendments within 10 days of receipt of such revised Exhibits. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by all the Parties.

16.4 Except as otherwise expressly set forth herein, no Party may assign or sublicense this Agreement or any License under which it is a Licensor or Licensee, or pledge as security or otherwise grant any interest of any kind or nature in or to this Agreement or its applicable licenses granted hereunder, to any third party without the express written consent of the other Parties hereto; provided, that in the event a Licensee should become a debtor in any case under the Bankruptcy Code, each applicable Licensee shall have the right to assume, or to assume and assign to a permitted assignee under this Section 16.4, such Licensee's rights under, and the Licenses granted to such Licensee pursuant to, this Agreement in accordance with Bankruptcy Code Section 365, and each applicable Licensor shall and hereby does consent to assumption or assumption and assignment of such Licensee's rights under, and the Licenses granted to such Licensee pursuant to, this Agreement under Bankruptcy Code Section 365(c)(1)(B), waive its rights to invoke Bankruptcy Code Section 365(c)(1), and acknowledge that it will be estopped to argue that such Licensor's consent and waiver hereunder are unenforceable. For purposes of this Agreement, an "assignment" shall include the sale of all or substantially all of the stock, assets or voting control of a Licensee, any corporate reorganization of a Licensee, or any other transfer under an operation of law (each, a "**Change of Control**"); provided, however, that notwithstanding the foregoing, the consummation of the CEOC Restructuring and any transactions contemplated thereby (including the merger of CEOC with and into CEOC, LLC, a Delaware limited liability company, on or about the date hereof, with CEOC, LLC as the surviving entity of such merger and acceding to all of the rights and obligations of CEOC hereunder) shall not constitute an "assignment" or "Change of Control" for purposes of this Agreement. Notwithstanding the foregoing, (a) CGPH, any CGPH Property Owner or other CGPH subsidiary, CERP, any CERP Property Owner or any other CERP subsidiary, CEOC or any CEOC subsidiary may assign its right, title and interest in this Agreement in connection with (i) a financing; or (ii) a transfer of all of the real property interests owned by it (together with the casino and related facilities located thereon), in each case, provided the assignee or transferee (including any direct or indirect equity owner thereof) is not (x) a competitor of CEC engaged in the gaming business, or (y) generally recognized in the community as being a person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case, which is more likely than not to have a material adverse effect on the other Parties or any of their Affiliates or make such Person unsuitable under Applicable Law to hold a gaming license or to be associated with a gaming licensee or otherwise jeopardizes any of the Parties' or their Affiliates' gaming licenses, (b) any CGPH Property Manager, CERP Property Manager or CEOC Property Manager may assign its right title and interest in and to this Agreement, without the consent of the other Parties, to (i) any Affiliate of such CGPH Property Manager, CERP Property Manager or CEOC Property Manager that is directly or indirectly wholly-owned by CEC, and (ii) in connection with a Change of Control of CEC; provided, that neither the new control party(ies) or the proposed transferee (as applicable) nor any of such party's direct or indirect equity owners is generally recognized in the community as being a person of ill repute or who has or is reasonably believed to have an adverse reputation or character, in either case, which is more likely than not to have a material adverse effect on the other Parties or any of their Affiliates or make such Person unsuitable under Applicable Law to hold a gaming license or to be associated with a gaming licensee or otherwise jeopardizes any of the Parties' or their Affiliates' gaming licenses, and (c) any merger, amalgamation, consolidation or transfer, distribution or disposition of equity interests or Change of Control of Services Co. or any other Party hereto that results in Services Co. or such other Party hereto, as applicable, becoming a direct or indirect Subsidiary of CEC shall not require the prior consent of any other Party hereto.



16.5 The Parties expressly acknowledge and agree that the subject matter of this Agreement, including the rights licensed to each Party hereunder, are unique and irreplaceable, and that the loss thereof cannot adequately be remedied by an award of monetary compensation or damages. In the event that this Agreement or the licenses granted hereunder should ever become subject to United States bankruptcy proceedings, all rights and licenses granted pursuant to this Agreement are, and shall otherwise be deemed to be, licenses of rights to and respecting “intellectual property” and “embodiment[s]” of “intellectual property” for purposes of Section 365(n) and as defined in Section 101(35A) or Chapter 11 of the Bankruptcy Code, and to the extent necessary to preserve the rights of each Party hereunder, including the license rights herein granted to such Party, this Section 16.5 shall be treated as supplementary to this Agreement pursuant to Section 365(n) of the Bankruptcy Code. Each of the Licensees may elect to retain and fully exercise all of its rights and elections under Section 365(n) of the Bankruptcy Code, including its retention of all its rights as a licensee hereunder, notwithstanding the rejection of this Agreement by any other Party as debtor in possession, or a trustee or similar functionary in bankruptcy acting on behalf of a debtor’s estate. In the event that any proceeding shall be instituted by or against any of the Parties (or any Affiliate of any such Party) seeking to adjudicate it bankrupt, or insolvent, or seeking liquidation, winding up, insolvency or reorganization, or relief of debtors, or seeking an entry of an order of relief, or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions (each a “Bankruptcy Event”), each Licensee, in the case of a Bankruptcy Event of any Licensor, and each Licensor, in the case of a Bankruptcy Event of any Licensee, shall have the right to retain and enforce its rights under this Agreement (including this Section 16.5) as provided under Section 365(n) of the Bankruptcy Code.

16.6 This Agreement shall be deemed executed and delivered within the State of Nevada, is made in contemplation of its interpretation and effect being construed in accordance with the laws of said State applicable to contracts fully executed and performed in said State, and it is expressly agreed that it shall be construed in accordance with the laws of the State of Nevada without giving effect to the principles of the conflicts of laws. All litigation arising out of or relating to this Agreement shall be brought in the federal or state courts of Nevada and the Parties consent to jurisdiction therein. Notwithstanding the foregoing, in the event of Foreclosure, all litigation arising out of or relating to this Agreement shall be brought in the federal or state courts of the Borough of Manhattan, The City of New York and appellate courts from any thereof, and the Parties consent to jurisdiction therein.

16.7 The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement. Unless the context requires otherwise: (a) pronouns in the masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa; (b) the term “including” shall be construed to be expansive rather than limiting in nature and to mean “including, without limitation;” (c) references to Articles and Sections refer to Articles and Sections of this Agreement; (d) whenever in this Agreement a Person is permitted or required to make a decision or take an action or omit to take an action (x) in its “discretion” or “discretion” or under a similar grant of authority or latitude, or without an express standard, such Person will be entitled to consider such interests and factors, including its own interests, as it desires, and will have no duty or obligation to consider any other interests or factors affecting the Company or any other Person, or (y) with an express standard of

behavior (including, without limitation, standards such as “reasonable” or “good faith”), then the Person will comply with such express standard and will not be subject to any other or different standard; (e) the words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules attached hereto, and not to any particular subdivision unless expressly so limited; and (f) references to Exhibits and Schedules are to the items identified separately in writing by the parties hereto as the described Exhibits or Schedules attached to this Agreement, each of which is hereby incorporated herein and made a part hereof for all purposes as if set forth in full herein. All references to “dollars” and “\$” shall refer to United States Dollars.

16.8 This Agreement may be executed in one or more counterparts, including via facsimile or any other electronic transmission, each of which when executed and delivered shall be deemed an original, but all of which together will constitute one and the same instrument.

16.9 The Propco Property Owners and the Opco Claimholders shall (a) be express beneficiaries of CEOC’s rights and benefits under this Agreement, including with respect to any (i) Intellectual Property (including CEOC Property Specific IP, Licensed IP and System-wide IP), (ii) Guest Data (including Property Specific Guest Data and CPLV Guest Data), and (iii) Enterprise Services, owned by or licensed to CEOC, in each case for use by or in connection with, or otherwise related to, the CPLV Managed Facility or the CEOC Managed Facilities owned by such Propco Property Owners and leased to CEOC or any of its subsidiaries, and (b) have the right to exercise against Services Co. and its subsidiaries any rights and remedies available to each of CEOC, at law or in equity (including, for the avoidance of doubt, any remedies described in (Section 16.10), and all such rights shall be cumulative. Further, it is understood and agreed that secured parties under financings entered into by either CERP or CGPH (or any of their subsidiaries) may request or be entitled to comparable third party beneficiary rights with respect to CERP’s and CGPH’s rights (or their subsidiaries’ rights) under this Agreement. Such third party beneficiary rights may be granted to such secured parties without requiring the consent of any Party to this Agreement (or any of such Party’s lenders or secured parties).

16.10 Each Party acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

16.11 This Agreement is intended to be, and shall be, valid, binding and enforceable as a private contract between the Parties as of the Effective Date; provided, however, that this Agreement shall, nevertheless remain subject to the approval of the Gaming Authorities, to the extent required by Applicable Laws, and this Agreement shall not be effective and shall not be modified or amended without the approval of the Gaming Authorities, to the extent required by applicable Legal Requirements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF the Parties, intending to be legally bound thereby, have executed this Agreement as of the date first written above.

**CAESARS ENTERPRISE SERVICES, LLC**

By: /s/ Eric Hession

Name: Eric Hession

Title: Chief Financial Officer

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***

**CAESARS ENTERTAINMENT OPERATING COMPANY,  
INC.**

By: /s/ John Payne

Name: John Payne

Title: President

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***

By: /s/ Eric Hession

Name: Eric Hession

Title: Treasurer

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***

**CAESARS GROWTH PROPERTIES HOLDINGS, LLC**

By: Caesars Growth Properties Parent, LLC,  
*its sole member*

By: Caesars Growth Partners, LLC,  
*its sole member*

By: Caesars Entertainment Corporation,  
*its managing member*

By: /s/ Eric Hession

Name: Eric Hession

Title: Treasurer

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***

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**CAESARS LICENSE COMPANY, LLC**

By: /s/ Randall Eisenberg

Name: Randall Eisenberg

Title: Chief Restructuring Officer

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***

**CAESARS WORLD LLC**

By: /s/ Randall Eisenberg

Name: Randall Eisenberg

Title: Chief Restructuring Officer

***SIGNATURE PAGE TO SECOND AMENDED AND RESTATED OMNIBUS LICENSE AND ENTERPRISE SERVICES AGREEMENT***



## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT, dated as of October 6, 2017 (this “Agreement”), is entered into by and between Hamlet Holdings LLC, a Delaware limited liability company (“Contributor”), and Caesars Entertainment Corporation, a Delaware corporation (“CEC” and, together with Contributor, each a “Party” and collectively, the “Parties”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, CEC and Caesars Acquisition Company, a Delaware corporation (“CAC”), have entered into that certain Amended and Restated Agreement and Plan of Merger, dated as of July 9, 2016, as amended by that certain First Amendment to Amended and Restated Plan of Merger, dated as of February 20, 2017 (the “Merger Agreement”), pursuant to which, among other things, CAC will merge with and into CEC at the Effective Time (the “Merger”) with the current shareholders of CAC receiving shares of CEC Common Stock (the “New CEC Shares”) in exchange for their shares of CAC Common Stock in the Merger;

WHEREAS, pursuant to the Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code [Dkt. 6318] (*In re Caesars Entertainment Operating Company, Inc. et. al.* Case No. 15 01145 (ABG)), as amended (the “Plan”), as contemplated by that certain Second Amended Restructuring Support and Forbearance Agreement, dated as of October 4, 2016, by and among CEC and the other parties thereto, the Holders (as defined below) shall contribute to CEC, as of immediately following the Effective Time but prior to the effectiveness of the Plan, all 87,605,299 of the shares of CEC Common Stock owned by the Holders (as defined below) before giving effect to the Merger (the “Existing CEC Shares”);

WHEREAS, pursuant to the Irrevocable Proxy, dated November 22, 2010 (the “Irrevocable Proxy”), made and granted by the parties listed in Schedule A thereto (collectively, the “Holders”), as of the date of this Agreement, Contributor has the sole voting and sole dispositive power with respect to the Existing CEC Shares; and

WHEREAS, Contributor, as true and lawful proxy and attorney-in-fact for the Holders pursuant to the Irrevocable Proxy, wishes to contribute and assign to CEC all of Contributor’s and each Holder’s right, title and interest in and to the Existing CEC Shares (the “Contribution”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth in this Agreement, the Parties agree as follows:

1. Contribution. Effective as of immediately following the Effective Time, in accordance with, and subject to, the provisions of this Agreement, Contributor (on behalf of itself and the Holders) hereby contributes, assigns, transfers and delivers to CEC, and CEC does hereby acquire and accept from Contributor, the Contribution, in a transaction intended to be treated for U.S. federal income tax purposes as a tax-free capital contribution, with the current tax basis of the Existing CEC Shares reallocated to increase the current tax basis of the New CEC Shares to be held by the Holders.

2. Further Assurances. Each Party covenants and agrees to take such action and to execute and deliver such further assignment or other transfer documents, in each case, as the other Party may reasonably request, to effect and evidence the foregoing transaction. The Parties shall reasonably cooperate in delivering an instruction letter to Computershare instructing Computershare to take such steps as required to reflect the Contribution.

3. Cancellation and Retirement. CEC shall cancel and retire the Existing CEC Shares promptly, and in any event, within five Business Days of receipt.

4. Stockholders' Agreement. Reference is made to that certain Stockholders' Agreement, dated as of January 28, 2008, by and among Apollo Hamlet Holdings, LLC, a Delaware limited liability company, Apollo Hamlet Holdings B, LLC, a Delaware limited liability company, TPG Hamlet Holdings, LLC, a Delaware limited liability company, TPG Hamlet Holdings B, LLC, a Delaware limited liability company, Co-Invest Hamlet Holdings, Series LLC, a Delaware series limited liability company, Co-Invest Hamlet Holdings B, LLC, a Delaware series limited liability company, Contributor, and CEC (as amended from time to time, the "Stockholders' Agreement"). In furtherance of the Plan, each of the Sponsors and Stockholders (each as defined in the Stockholders' Agreement) hereby acknowledges and agrees that each provision of the Stockholders' Agreement (including Articles III and IV thereof) is terminated upon the effectiveness of the Plan.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding any provision regarding conflicts of laws).

6. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not assignable by either Party without the prior written consent of the other Party. Any conveyance, assignment or transfer made in violation of this Section 6 will be void *ab initio*.

7. Counterparts. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

8. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all prior and contemporaneous negotiations, agreements and understandings of the Parties of any nature, whether oral or written, relating thereto. This Agreement may not be amended or modified except by a written instrument executed by the Parties.

9. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person other than the Parties, each of their respective Affiliates, each of the persons signing this Agreement, and their respective heirs, successors and permitted assigns.

10. Disclaimer. The contribution and assignment effected by this Agreement is made without any recourse and without any representation or warranty of any kind, express or implied.

11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CONTRIBUTOR:

HAMLET HOLDINGS LLC

By: /s/ Leon Black  
Name: Leon Black, *solely on behalf of Contributor in his capacity as a Member*  
Title: Member

By: /s/ David Bonderman  
Name: David Bonderman, *solely on behalf of Contributor in his capacity as a Member*  
Title: Member

By: /s/ James Coulter  
Name: James Coulter, *solely on behalf of Contributor in his capacity as a Member*  
Title: Member

By: /s/ Joshua Harris  
Name: Joshua Harris, *solely on behalf of Contributor in his capacity as a Member*  
Title: Member

By: /s/ Marc Rowan  
Name: Marc Rowan, *solely on behalf of Contributor in his capacity as a Member*  
Title: Member

[Signature Page to Contribution Agreement]

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**CEC:**

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Eric Hession  
Name: Eric Hession  
Title: CFO

*[Signature Page to Contribution Agreement]*

# LETTER AGREEMENT

This Letter Agreement (this "Letter Agreement") is made as of this 6th day of October, 2017, by and between Caesars Enterprise Services, LLC ("CES") and Timothy R. Donovan ("Executive") (collectively, the "Parties").

WHEREAS, Caesars Entertainment Operating Company, Inc. ("CEOC") and Executive are parties to that certain Employment Agreement, dated as of April 2, 2009, which Employment Agreement has been assigned by CEOC to CES, as amended by the Amendment No. 1 to Employment Agreement between CEOC and Executive, dated March 8, 2017 (collectively, the "Existing Agreement");

WHEREAS, each of CES and Executive desire to modify the Existing Agreement on the terms and subject to the conditions set forth in this Letter Agreement; and

WHEREAS, CEOC and certain of its affiliates filed for relief under chapter 11 title 11 of the United States Code in the Bankruptcy Court for the Northern District of Illinois Eastern Division and were proponents of the Debtors' Third Amended Joint Plan of Reorganization (as amended, modified or supplemented, the "Plan").

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Existing Agreement.

2. Qualifying Termination: For purposes of this Letter Agreement, a "Qualifying Termination" shall mean (i) Executive's resignation (or giving written notice thereof), for any or no reason, of his employment with CES with an effective date of termination on or after December 1, 2017 or (ii) any termination without Cause (or giving written notice thereof) of Executive's employment by CES or any affiliate thereof during the period commencing on the date this letter agreement is executed and ending on December 31, 2017; provided, however, that Executive's voluntary resignation of employment with CES with an effective date of termination after December 31, 2017 shall not be a "Qualifying Termination." Notwithstanding any contrary provision of the Existing Agreement or this Letter Agreement, Executive shall provide fifteen (15) days prior notice of any Qualifying Termination under clause (i) of the immediately preceding sentence.

3. Certain Benefits Upon Qualifying Termination. Subject to Executive's execution and non-revocation of a release in substantially the form attached hereto as Exhibit A (the "Release") and compliance with the provisions of the Existing Agreement, including without limitation compliance with Section 12 of the Existing Agreement, but for a period of 18 months commencing on the date Executive's employment terminates (the "Non-Compete Period"), and continued compliance with Section 13 of the Existing Agreement, CES agrees that, as a result of a Qualifying Termination:

- (a) Executive shall be entitled to the amounts contemplated by Section 9.1(b)(i) and (ii) of the Existing Agreement as if such Qualifying Termination was for Good Reason (as defined in the Existing Agreement); provided, however, that nothing in this Letter Agreement or the Existing Agreement shall result in a duplication of payments or benefits under this Letter Agreement or the Existing Agreement;

- (b) Executive shall also be entitled to a pro rata bonus for calendar year 2017, calculated through the date of termination. Such bonus is to be paid at the same time and in the same manner in which CES pays annual bonuses to its similarly situated active officers but, in any case, not later than March 15, 2018. The bonus shall be determined in good faith by the Human Resources Committee (“HRC”) of Caesars Entertainment Corporation (“CEC”), approved by the compensation committee or other body of CEC for purposes of qualifying such bonus “performance-based compensation” under Section 162(m) of the Code, and shall be paid subject to the same criteria, and at the target bonus percentage applicable to similarly situated active officers of CES (such target percentage shall not be less than specified in the Existing Agreement);
- (c) In accordance with Section 9.5 of the Existing Agreement, all outstanding awards under the Caesars Entertainment Corporation 2012 Performance Incentive Plan and any other Company long-term incentive plan will immediately vest on the date of the Qualifying Termination as if such Qualifying Termination was for Good Reason, provided, however, that the long-term incentive cash grant made on March 10, 2017 (the “March Grant”) will not vest, but will remain subject to the vesting conditions set forth in Section 3(d) hereof.
- (d) In consideration for the additional benefits and arrangements provided for herein, Executive agrees that in the case of a Qualifying Termination, vesting of the March Grant will be subject to the Company obtaining gaming regulatory approval of the Plan (“Regulatory Approval”) on or before October 31, 2017. In the event that Regulatory Approval is obtained after October 31, 2017, any partial or pro-rata vesting of the March Grant shall be within the discretion of the HRC upon demonstration that Executive used or continues to use reasonable best efforts to obtain Regulatory Approval. Executive may demonstrate Executive’s “reasonable best efforts” by producing a bi-weekly report for the Chief Executive Officer of CES (“CEO”) demonstrating activity and progress toward Regulatory Approval. The CEO will update the HRC as requested.
- (e) In the event that (i) Executive closes on the sale of Executive’s Las Vegas condominium (the “Condo”) at arms’ length to an unaffiliated third party prior to December 31, 2017 and (ii) the consideration received by Executive (“Sale Price”) is less than the price paid by Executive to purchase the property (“Cost”), then CES will, promptly upon receipt of appropriate documentation but no later than March 15, 2018, pay to

Executive an amount equal to the difference between the Sale Price and the Cost. If the sale of the Condo contemplated herein does not close on or prior to December 31, 2017, CES will pay to Executive, no later than March 15, 2018, an amount equal to the difference between the Appraised Value and the Cost. For purposes of this Letter Agreement, "Appraised Value" shall mean the appraised value for the Condo, as determined by a reputable licensed real estate agent, agency or appraiser selected by CES with the consent of Executive, which consent shall not be unreasonably withheld or delayed. In no event under this clause (e) shall CES be obligated to pay more than \$200,000 to Executive.

- (f) As further incentive for Executive to seek to obtain Regulatory Approval as expeditiously as possible, if (i) Regulatory Approval is obtained on or before October 31, 2017 and (ii) Executive thereafter (x) experiences a Qualifying Termination or (y) resigns for Good Reason before December 1, 2017, Executive will receive a one-time special bonus ("Special Bonus") in the amount of \$1,000,000. In the event that Regulatory Approval is obtained after October 31, 2017 but prior to December 31, 2017 and Executive thereafter (x) experiences a Qualifying Termination or (y) resigns for Good Reason before December 1, 2017, the Special Bonus will be earned provided that Executive used and demonstrated reasonable best efforts to obtain Regulatory Approval (as reasonably determined by the CEO in consultation with the HRC in good faith and taking into account any events or circumstances that delayed the Regulatory Approval that were beyond Executive's control). Executive may demonstrate Executive's "reasonable best efforts" by producing a bi-weekly report for the Chief Executive Officer of CES demonstrating activity and progress toward Regulatory Approval. For the avoidance of doubt, Executive using his reasonable best efforts does not mean that Executive is single-handedly responsible for securing Regulatory Approval, but rather that Executive is acting and directing others to act in a manner consistent with securing Regulatory Approval by October 31, 2017. For the avoidance of doubt, the Special Bonus is not a long-term incentive award for purposes of Section 9.5 of the Existing Agreement or Section 3(c) hereof. The Special Bonus shall be payable within ten (10) business days after the applicable date of termination, but in no event later than March 15, 2018.

For the avoidance of doubt, for the purposes of the Existing Agreement and any applicable equity award agreements, other than the March Grant, a Qualifying Termination shall be considered a resignation for Good Reason. Further, for the avoidance of doubt, Executive reserves and maintains the right to resign for Good Reason as defined in the Existing Agreement or without Good Reason, with no modifications to the benefits provided under the Existing Agreement, but without entitlement to the additional benefits provided in this Letter Agreement unless otherwise provided in this Letter Agreement. CES acknowledges and agrees that, following the date of this Letter Agreement, Executive shall be entitled to provide services to CES and its affiliates remotely from his home or any other location, in Executive's sole discretion, and any absence from CES's premises shall not constitute Cause (as defined in the



Existing Agreement), be considered in determining whether Cause exists, be considered a breach of this Letter Agreement or the Existing Agreement, have any other impact on Executive's employment, compensation determinations or being an employee in good standing or otherwise negatively impact Executive. In the event that Executive fails to execute or revokes a release as provided above or to comply with Section 12 of the Existing Agreement for the Non-Compete Period, CES shall have no further obligations to Executive under this Letter Agreement or the Existing Agreement and any Options shall terminate immediately. For the avoidance of doubt, during the Non-Compete Period Executive may be employed or otherwise provide services to any person or entity with which the Company or any of its affiliates does business, provided, that such person or entity does not directly compete with the Company in the casino gaming industry.

The Release delivered pursuant to this Letter Agreement shall be deemed to satisfy any requirement to deliver a release as a condition for Executive to receive any payment or benefit described herein, or under any equity incentive, cash incentive or other benefit plan or agreement maintained by CES or its affiliates or to which CES or one of its affiliates may be a party.

4. Consulting Period Following Qualifying Termination. In the event that Executive experiences a Qualifying Termination, the parties agree to enter into a mutually agreeable consulting agreement in the form attached hereto as Exhibit B (the "Consulting Agreement"). Pursuant to the Consulting Agreement, Executive's consulting services shall commence on the date of termination of Executive's employment and end on the first anniversary of the date of termination (the "Consulting Period"). At any time during the Consulting Period, Executive may seek full-time employment to the extent that it does not violate Section 12 of the Existing Agreement during the Non-Compete Period. For the avoidance of doubt, (i) nothing in this Letter Agreement shall relieve Executive of any of his obligations under the Existing Agreement, including, but not limited to, the obligations under Section 15 of the Existing Agreement and (ii) the parties acknowledge and agree that any stock holding or ownership requirements of Caesars Entertainment Corporation and its affiliates shall not apply to Executive at any time following Executive's termination of employment, for any or no reason, including during the Consulting Period.

5. Indemnification. Nothing in this Letter Agreement, in the Existing Agreement or in the Release shall limit or impair Executive's rights to indemnification or advancement under the Charter, By-Laws or directors and officers insurance policy(ies) of CES, CEOC or any affiliates thereof, as in effect or maintained from time to time, which rights shall remain in full force and effect in accordance with their terms.

6. No Duty to Mitigate or Offset. Executive shall be under no obligation to seek other employment or otherwise mitigate CES's obligations to Executive hereunder or under the Existing Agreement or under any plan, program or other benefit arrangement or otherwise. Moreover, there shall be no offset against any amounts owed to Executive hereunder or under the Existing Agreement or under any plan, program or other benefit arrangement on account of any remuneration (including any fees or payments under the Consulting Agreement) attributable to any subsequent employment or other service of any kind obtained by Executive.

7. Personal Effects and Correspondence. Executive shall be permitted to remove Executive's personal effects from CES's premises. Further, Executive shall be permitted to retain a copy of Executive's contact lists and personal emails maintained in any physical form or on any computer or server of CES or its affiliates. Nothing in this Agreement, the Existing Agreement or the Release shall prevent Executive from producing any emails or contact lists (a) when required by law, subpoena, court order or other legal process, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by CES. CES further agrees that it will transfer dominion and control to Executive of any LinkedIn and other social media pages or accounts that it maintains under Executive's name and Executive and CES will cooperate in the transition of such media to Executive.

8. Section 409A Compliance. This Letter Agreement and all payments and benefits provided hereunder are intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (including the exceptions thereto), to the extent applicable, and the provisions of this Letter Agreement will be administered, interpreted and construed accordingly. The Release shall be executed such that it becomes effective, with all revocation periods having expired unexercised, within 60 days following the Executive's termination of employment. If such 60-day period ends in a calendar year after the calendar year in which the Executive's employment terminates, then, but only to the extent required by Section 409A of the Code to avoid taxes and/or interest thereunder, any payments and benefits that would have been made during the calendar year in which Executive's employment terminates instead shall be withheld and paid on the first business day in the calendar year after the calendar year in which Executive's employment terminates, with all remaining payments to be made according to the schedule set forth herein, as if no such delay had occurred. If Executive's termination of employment hereunder does not constitute a "separation from service" within the meaning of Section 409A of the Code, then any amounts payable hereunder on account of a termination of the Executive's employment and which are subject to Section 409A of the Code shall not be paid until the Executive has experienced a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding any other provision of this Agreement to the contrary, if at the time of Executive's termination (i) Executive is a "specified employee" within the meaning of Section 409A of the Code, and (ii) a payment or benefit provided for in this Agreement would be subject to additional tax under Section 409A of the Code if such payment or benefit is paid within six (6) months after the Executive's "separation from service," then CES will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the earlier of (A) the first regular payroll date of the seventh month following the Executive's separation from service or (B) the 10<sup>th</sup> business day following Executive's death, together with interest for the period of such delay, compounded annually at a rate equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments or benefits would otherwise have been provided. If any provision contained in the Letter Agreement conflicts with the requirements of Section 409A of the Code, the Letter Agreement shall be deemed to be reformed so as to comply with the requirements of Section 409A of the Code (or the applicable exemptions thereto). Notwithstanding anything to the contrary herein, each payment or benefit provided pursuant to this Letter Agreement or the Existing Agreement shall be deemed to be a separate payment for purposes of Section 409A of the Code.

9. Withholding. For the avoidance of doubt, Section 27 of the Existing Agreement applies to any payment or benefit provided to Executive pursuant to this Letter Agreement.

10. Legal Fees. Upon presentation of appropriate documentation, the Company will reimburse Executive for his reasonable legal fees and expenses incurred in connection with the negotiation and documentation of this Letter Agreement, the Consulting Agreement and any other arrangement contemplated by this Letter Agreement (at Executive's counsel's standard hourly rates and expense charges), up to a maximum of \$75,000 in the aggregate.

11. No Other Amendments. The terms of this Letter Agreement shall amend the terms of the Existing Agreement as applicable. Except as modified by the terms contained herein, the Existing Agreement shall remain in full force and effect and shall not be further amended or modified except pursuant to a written instrument signed by both parties. For the avoidance of doubt, nothing in this Letter Agreement shall relieve Executive, CEOC or CES of any of their respective obligations under the Existing Agreement.

12. Governing Law. This Letter Agreement, and any disputes which arise in connection with this Letter Agreement, shall be governed by Sections 22 and 23 of the Existing Agreement as if such provisions were set forth herein.

13. Counterparts. This Letter Agreement may be executed in any number of counterparts and signatures may be delivered by portable document format (.pdf) or facsimile, each of which may be executed by less than all parties, and all of which together shall constitute one instrument.

14. Disputes. If any dispute arises out of this Letter Agreement or out of or in connection with any equity compensation award made to Executive by CES, CEOC or any of their respective Affiliates, the "complaining party" shall give the "other party" written notice of such dispute. The other party shall have 10 business days to resolve the dispute to the complaining party's satisfaction. If the dispute is not resolved by the end of such period, either party may require the other to submit to non-binding mediation with the assistance of a neutral, unaffiliated mediator. If the parties encounter difficulty in agreeing upon a neutral unaffiliated mediator, they shall seek the assistance of the American Arbitration Association ("AAA") in the selection process. If mediation is unsuccessful, or if mediation is not requested by a party, either party may by written notice demand arbitration of the dispute as set forth in Sections 14(a) through 14(d) below, and each party hereto expressly agrees to submit to, and be bound by, such arbitration. Executive and CES explicitly recognize that no provision of this Section 14 shall prevent CES from taking any action to enforce its rights or to resolve any dispute relating solely to Section 12.1 or 12.3 of the Existing Agreement in any court of competent jurisdiction.

- (a) The parties shall mutually agree on a single arbitrator or, if the parties cannot agree on the appointment of a single arbitrator, the dispute shall be referred to one arbitrator appointed by the AAA experienced in matters relating to executive employment, termination or compensation. The arbitrator will set the rules and timing of the arbitration, but will generally follow the employment rules of the AAA and this Letter Agreement, where the same are applicable, and shall provide a reasoned opinion.
- (b) The arbitration hearing will in no event take place more than 45 days after the appointment of the arbitrator. The mediation and the arbitration will take place in Las Vegas, Nevada unless otherwise mutually agreed to by the parties.

- (c) The results of the arbitration and the decision of the arbitrator will be final and binding on the parties and each party agrees and acknowledges that the results shall be enforceable in any court of law.
- (d) All costs and expenses of the mediation and arbitration shall be borne equally by the Company and Executive; provided that each party shall be responsible for his or its own attorney fees, but, provided further, and notwithstanding the above, that the arbitrator may award attorney's fees to the prevailing party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Letter Agreement as of the date first written above.

CAESARS ENTERPRISE SERVICES, LLC

By: /s/ Mary Thomas  
Name: Mary Thomas  
Title: EVP of Human Resources

/s/ Timothy R. Donovan  
Timothy R. Donovan

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**Exhibit A**

Release

Exhibit A

GENERAL RELEASE

THIS GENERAL RELEASE (the “**Release**”) is entered into by Timothy R. Donovan (the “**Employee**”) as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Reference is hereby made to the Letter Agreement between the Company and the Employee, dated as of \_\_\_\_\_, 2017 (the “**Letter Agreement**”).

1. No Liability. This Release does not constitute an admission by the Company, or any of its subsidiaries, affiliates, divisions, trustees, officers, directors, partners, agents, or employees, or by the Employee, of any unlawful acts or of any violation of federal, state or local laws.

2. Release. In consideration of the payments and benefits set forth in the Letter Agreement, the Employee for himself, his heirs, administrators, representatives, executors, successors and assigns (collectively, “**Employee Releasors**”) does hereby irrevocably and unconditionally release, acquit and forever discharge the Company and each of its subsidiaries, affiliates, divisions, successors, assigns, trustees, officers, directors, partners, agents, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them, including without limitation the Sponsors (as defined in the Management Investor Rights Agreement, dated as of January 28, 2008 among the Company, Employee and the other parties specified therein) (collectively, “**Company Releasees**”), and each of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs) of any nature whatsoever, known or unknown, whether in law or equity and whether arising under federal, state or local law and in particular including any claim for discrimination based upon race, color, ethnicity, sex, national origin, religion, disability age (including without limitation under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act (“**ADEA**”), Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, the Equal Pay Act of 1962, and the Americans with Disabilities Act of 1990) or any other unlawful criterion or circumstance, which Employee Releasors had, now have, or may have or claim to have in the future against each or any of the Company Releasees by reason of any matter, cause or thing occurring, done or omitted to be done from the beginning of the world until the date of the execution of this Release; provided, however, that nothing herein shall release (i) any continuing obligation of Company under the Letter Agreement, [(ii) any obligations under the Consulting Agreement between Employee and the Company dated [ ]<sup>1</sup>, (iii) any obligations under any equity or other performance or other awards referenced in the Letter Agreement, (iv) any continuing obligations under the Existing Agreement (as defined in the Letter Agreement), (v) any right to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended (“**COBRA**”), (vi) any right to vested benefits under any employee benefit plan of the Company or any of its affiliates, or (vii) any right of indemnification or to director and officer liability insurance coverage or any rights under any of the organizational documents of the Company or any of its affiliates, at law, or under any plan or agreement of the Company or any of its affiliates that is applicable to the Employee.

<sup>1</sup> NTD: Include depending on timing of execution of the Consulting Agreement and this Release.

In addition, nothing in this Release is intended to interfere with the Employee's right to file a charge with the Equal Employment Opportunity Commission in connection with any claim the Employee believes he may have against the Company Releasees. However, by executing this Release, the Employee hereby waives the right to recover in any proceeding that the Employee may bring before the Equal Employment Opportunity Commission or any state human rights commission or in any proceeding brought by the Equal Employment Opportunity Commission or any state human rights commission on the Employee's behalf. In addition, this release is not intended to interfere with the Employee's right to challenge that his waiver of any and all ADEA claims pursuant to this Release is a knowing and voluntary waiver, notwithstanding the Employee's specific representation to the Company that he has entered into this Agreement knowingly and voluntarily.

Employee also confirms that Employee has no charge, complaint or action against the Company or any Company Releasees in any forum or form.

3. Bar. The Employee acknowledges and agrees that if he should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Company Releasees with respect to any cause, matter or thing which is the subject of the release under Paragraph 2 of this Release (other than a claim brought under ADEA), this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Company Releasee may recover from the Employee all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

4. Protected Disclosures. Nothing in this Release prohibits or is intended in any manner to prohibit, the Employee from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission (the "SEC"), the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Release does not limit the Employee's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. The Employee does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and the Employee is not required to notify the Company that the Employee has made such reports or disclosures. Nothing in this Release or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). The Employee cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (a) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (b) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.



This Section 4 is intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the date hereof, this Section 4 shall be deemed to be amended to reflect the same.

5. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of laws principles.

6. Acknowledgment. The Employee has read this Release, understands it, and voluntarily accepts its terms, and the Employee acknowledges that he has been advised by Company to seek the advice of legal counsel before entering into this Release, and has been provided with a period of twenty-one (21) days in which to consider entering into this Release.

7. Revocation. The Employee has a period of seven (7) days following the execution of this Release during which the Employee may revoke this Release, and this Release shall not become effective or enforceable until such revocation period has expired.

IN WITNESS WHEREOF, Employee has hereunto set his or her hand.

\_\_\_\_\_  
Timothy R. Donovan

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**Exhibit B**

**Consulting Agreement**

## CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is entered into by and between **Caesars Enterprise Services, LLC** (the “Company”) and **Timothy R. Donovan** (“Consultant”) as of [                      ], 2018 (the “Effective Date”).

### RECITALS

WHEREAS, the Company and Consultant are parties to an Employment Agreement dated as of April 2, 2009 (as amended, the “Employment Agreement”);

WHEREAS, the Company and Consultant are parties to a Letter Agreement dated September [     ], 2017 (the “Letter Agreement”) which provides, *inter alia*, that if Consultant incurs a Qualifying Termination (as defined in the Letter Agreement), Consultant and the Company shall enter into a consulting arrangement;

WHEREAS, Consultant has incurred a Qualifying Termination and, pursuant to its obligations under the Letter Agreement, the Company wishes to retain Consultant to perform consulting services to the Company under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

#### 1. Consulting Services.

(a) Capacity. The Company hereby retains Consultant as an independent contractor on a project basis pursuant to the terms of this Agreement. Consultant will perform such services as specified on Exhibit A hereto, together with any services specified on any subsequent exhibit(s) hereto as may be mutually agreed between Consultant and the Company (collectively, the “Exhibits”). Consultant’s contact for coordination of the provision of such services hereunder will be **Mark Frissora**, or, if Mark Frissora is no longer employed by the Company, such other individual as designated by the Company (the “Contact”). Consultant will have no authority to bind, act on behalf of, or make decisions for the Company or any of its subsidiaries or affiliates. Consultant will determine the method, details, and means of performing the services contemplated by this Agreement. For the avoidance of doubt, Consultant may provide services telephonically whenever possible and any in-person services shall be provided only when necessary and at reasonable times and upon reasonable advance written notice given to Consultant.

(b) Term and Operation. This Agreement will commence on the Effective Date and will continue until the first anniversary thereof unless, prior to such first anniversary, (i) Consultant dies, (ii) Consultant provides to the Company written notice that Consultant is terminating this Agreement, (iii) the Company terminates this Agreement pursuant to Section 5, or (iv) the Company terminates this Agreement for Cause. If the Company terminates this

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<sup>1</sup> NTD: The Effective Date will be the date that Consultant incurs a “separation from service” within the meaning of 409A.

Agreement for any reason other than pursuant to clause (iii) or (iv) of the foregoing sentence, the Company shall continue to pay the consulting fee to Consultant as provided under this Agreement. Except as otherwise set forth in herein, following termination of this Agreement, neither party hereto will have any liability to the other hereunder, except for the Company's obligation to pay Consultant any fees accrued through the date of termination.

For purposes of this Agreement, "Cause" means (i) the willful failure of Consultant to substantially perform Consultant's duties with the Company after a written demand for substantial performance is delivered to Consultant which specifically identifies the manner in which Consultant has willfully not substantially performed Consultant's duties; (ii) any willful act of fraud, or embezzlement or theft, by Consultant, in each case, in connection with Consultant's duties hereunder or in the course of Consultant's engagement hereunder, (iii) Consultant's admission in any court, or conviction of, or plea of nolo contendere to, a felony; or (iv) a willful breach by Consultant of this Agreement or of Section 12 or Section 13 of the Employment Agreement.

(c) Compensation. In consideration of Consultant's performance of the consulting services specified in the Exhibits, the Company shall pay to the Executive an annualized fee of \$500,000 (payable in equal monthly installments commencing on the fifth business day following the Effective Date and continuing for each of the 11 subsequent months, and prorated for any partial month of service).

(d) Reimbursement of Expenses. Upon reasonable documentation of expenses from Consultant, the Company will reimburse Consultant for all reasonable expenses incurred by Consultant in the performance of Consultant's duties under this Agreement. Notwithstanding the foregoing, all significant expenses (i.e., any expense in excess of \$[     ]) to be incurred by Consultant in connection with this Agreement will require the prior approval of the Contact. Reference is made to Article IX of the Second Amended and Restated Certificate of Incorporation ("Certificate of Incorporation") and Article VII of the Bylaws ("Bylaws") of Caesars Entertainment Corporation ("CEC"). The Company hereby agrees to indemnify Consultant and provide advancement of expenses to Consultant on the same terms and subject to the same limitations as applicable to CEC's officers and employees under CEC's Certification of Incorporation and Bylaws. To the extent any right to reimbursements or in-kind benefits under this Agreement constitutes "non-qualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, (i) all such reimbursements shall be made as soon as practicable, but no later than the last day of the taxable year following the taxable year in which the related expenses were incurred, (ii) no such right shall be subject to liquidation or exchange for another benefit, and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(e) Non-Exclusivity. The Company acknowledges that Consultant's services hereunder will be provided by Consultant on a non-exclusive basis, and that Consultant may engage in any other business activities as long as such activities do not interfere with or harm the operations of the Company or any of its subsidiaries or affiliates or interfere with Consultant's obligations to the Company under this Agreement, Section 12 of the Employment Agreement, or any other agreement between Consultant and the Company.

## 2. Covenants.

(a) Confidentiality. Consultant acknowledges his continuing obligations under Section 13 of the Employment Agreement. Consultant agrees to maintain absolute confidentiality of the terms of this Agreement, the services performed by Consultant hereunder and the information, data, reports and other work product produced by, and any information or materials made available to, Consultant in connection herewith; provided, however, that Consultant may (i) disclose this Agreement to his own legal, tax, accounting and/or financial advisors and Consultant's spouse; and (ii) provide such information, data, reports and other work product if ordered by a federal or state court, arbitrator or any governmental authority, pursuant to subpoena, or as necessary to secure legal and financial counsel from third party professionals or to enforce his or her rights under this Agreement, provided that in such cases described in this clause (ii), Consultant will notify the Company, at least five (5) business days prior to providing such information, including the nature of the information required to be provided.

Nothing in this Agreement prohibits or is intended in any manner to prohibit, Consultant from (i) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission (the "SEC"), the U.S. Congress, and any governmental agency Inspector General, or (ii) making other disclosures that are protected under whistleblower provisions of federal law or regulation. This Agreement does not limit Consultant's right to receive an award (including, without limitation, a monetary reward) for information provided to the SEC. Consultant does not need the prior authorization of anyone at the Company to make any such reports or disclosures, and Consultant is not required to notify the Company that he has made such reports or disclosures. Nothing in this Agreement or any other agreement or policy of the Company is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). Consultant cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) (a) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (b) for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (iii) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

This Section 2(a) is intended to comply with all applicable laws. If any laws are adopted, amended or repealed after the date hereof, this Section 2(a) shall be deemed to be amended to reflect the same.

(b) Non-Solicitation. Consultant will continue to comply with Section 12 of the Employment Agreement, as provided in the Letter Agreement.

(c) Specific Performance. Because Consultant's breach of this Section 2 may cause the Company irreparable harm for which money is inadequate compensation, the Company will be entitled to seek injunctive relief to enforce Consultant's obligations (without the necessity of proof of actual damage), in addition to damages and other available remedies. Consultant acknowledges and agrees that the Company protections set forth in this Agreement are reasonable in the context of the nature of the Company's business and are a material condition to the consulting relationship with and compensation by the Company.

(d) Works for Hire. Consultant agrees that all Intellectual Property Product created in whole or in part by Consultant during the course of and directly in connection with Consultant's engagement by the Company shall be works made for hire of which the Company or its subsidiaries and affiliates is the author and owner of copyright. To the extent that any competent decision-making authority should ever determine that any such Intellectual Property Product is not a work made for hire, Consultant hereby assigns all right, title, and interest in the copyright therein, in perpetuity and throughout the world, to the Company. To the extent that this Agreement does not otherwise serve to grant or otherwise vest in the Company or any of its subsidiaries or affiliates all rights in any such Intellectual Property Product, Consultant hereby assigns all right, title, and interest therein, in perpetuity and throughout the world, to the Company. Consultant agrees to execute, immediately upon the Company's reasonable request and without any additional compensation, any further assignments, applications, conveyances or other instruments, at any time after execution of this Agreement, whether or not Consultant is providing services to the Company at the time such request is made, in order to permit the Company, its subsidiaries and affiliates, and/or their respective successors and assigns to protect, perfect, register, record, maintain, or enhance their rights in any such Intellectual Property Product; provided, that, the Company shall bear the cost of any such assignments, applications, or consequences. "Intellectual Property Product" as used in this Agreement refers to any: (i) inventions that relate to the Company (whether patentable or not, and without regard to whether any patent therefor is ever sought); (ii) marks, names, or logos that relate to the Company (whether or not registrable as trade or service marks, and without regard to whether registration therefor is ever sought); and (iii) trade secrets, in each case, created in whole or in part by Consultant during the course of and directly in connection with Consultant's engagement by the Company.

3. Independent Contractor. It is the intention of the parties hereto that, during the term of this Agreement, Consultant will at all times be and remain an independent contractor, and Consultant will not be considered the agent, partner, principal or employee of the Company or any of its subsidiaries or affiliates. Consultant will be free to exercise Consultant's own judgment as to the manner and method of providing the consulting services to the Company, subject to applicable laws and requirements reasonably imposed by the Company. Consultant acknowledges and agrees that, during the term of this Agreement, Consultant will not be treated as an employee of the Company or any of its subsidiaries or affiliates for purposes of federal, state or local income or other tax withholding, nor, unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Workers' Compensation law of any state or country (or subdivision thereof), or for purposes of benefits provided to employees of the Company or any of its subsidiaries or affiliates under any employee benefit plan, program, policy or arrangement (including, without limitation, vacation, holiday and sick leave benefits, insurance coverage and retirement benefits). Consultant acknowledges and agrees that, as an independent contractor, Consultant will be required, during the term of this Agreement, to pay any applicable taxes on the fees paid to Consultant, and to obtain workers' compensation insurance and any other coverage required by law.

4. No Use of Name or Marks. Consultant agrees that Consultant shall have no right to, or interest in, the name “Caesars Enterprise Services,” “Caesars Entertainment” or any registered service mark or trademark of any of the Company and its parents and subsidiaries, and Consultant shall not, in any manner, use such words or marks, in the promotion of Consultant’s business. Consultant shall be allowed to use such words or marks with written permission of an authorized representative of the Company.

5. Compliance with Company’s Ethics and Compliance Program / Company’s Anti-Corruption Compliance Policy. Consultant agrees to comply in all material respects with all applicable federal, state, local, provincial or other laws or regulations in all jurisdictions both domestic and international. As a holder of privileged gaming licenses, the Company and its affiliates are required to adhere to strict laws and regulations regarding its associations, including associations with key individuals as defined under the Caesars Entertainment Corporation Ethics and Compliance Program (“E&C Program”). If at any time the Company determines, in its sole discretion, that Consultant is an “unsuitable person” as that term is defined in the E&C Program, or that it is necessary for the Company to terminate this Agreement in order to protect any proposed or pending gaming licenses or any of its privileged gaming licenses, the Company may immediately terminate this Agreement pursuant to Section 1(b)(iii) of this Agreement. During the term of this Agreement, to the extent that any prior disclosure made by Consultant become inaccurate, including but not limited to the initiation of any criminal proceeding or any civil or administrative proceeding or process which alleges any violations of law involving Consultant, Consultant shall disclose the information to the Company within 10 calendar days from that event. Consultant agrees to comply with any background investigation conducted in connection with the disclosure of this updated information. If Consultant is or becomes required to be licensed by any federal, state, and/or local gaming regulatory agency and fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental regulatory agency, the Company may immediately terminate this Agreement pursuant to Section 1(b)(iii) of this Agreement.

By signing this Agreement, Consultant acknowledges that he has received a copy of the E&C Program, the Caesars Anti-Corruption Compliance Policy, and the Caesars Entertainment Corporation Anti-Money Laundering Policy and Program. Consultant understands and agrees to comply with these and all other policies adopted by the Company. Consultant shall sign all certification/attestation forms associated with these policies and return them to the Caesars Corporate Compliance Department. Consultant further understands Consultant’s obligation to report suspected violations of law, regulation, policies, or of unethical conduct occurring within the Company and/or its affiliates to the Chief Regulatory & Compliance Officer, his/her designee, or through the Ethics and Compliance Hotline, the number for which is posted on the Caesars Entertainment Corporation intranet website.

6. Survival. Subject to any limits on applicability contained therein, each of Section 1(d), 2 and Section 3 will survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement.



7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, statute, rule, regulation and ordinance, but if any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable in any respect under any applicable law, statute, rule, regulation or ordinance, such provision (or portion thereof) will be deemed to be modified or altered to conform thereto or, if that is not possible, to be omitted from this Agreement (and such invalidity or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid or unenforceable provision had never been contained herein).

8. Complete Agreement; Amendment; Waiver. This Agreement (together with all Exhibits, the Employment Agreement and the Letter Agreement) embodies the complete agreement and understanding between the parties hereto with respect to the subject matter hereof and, effective as of the Effective Date, supersedes, preempts and nullifies any other prior understandings, agreements or representations by or between the parties hereto, written or oral, which may have related to the subject matter hereof in any way. The Exhibits will be read together with, and will constitute a portion of, this Agreement. Any reference herein to this Agreement will be deemed to include the Exhibits. Any modification or amendment of this Agreement, or additional obligation assumed in connection with this Agreement (including the creation of additional Exhibits), will be effective only if placed in writing and signed by both parties hereto. No course of conduct or failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement.

9. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and both of which taken together will constitute one and the same agreement.

10. Captions; Drafter Protection. This Agreement's headings and captions are provided for reference and convenience only, and will not be employed in the construction of this Agreement. It is agreed and understood that the general rule pertaining to construction of contracts, that ambiguities are to be construed against the drafter, will not apply to this Agreement.

11. Successors and Assigns. Consultant acknowledges that Consultant's services are unique and personal and accordingly Consultant may not assign Consultant's rights or delegate Consultant's duties or obligations under this Agreement. This Agreement will bind and inure to the benefit of and be enforceable by Consultant, the Company and their respective heirs, executors, personal representatives, successors and assigns, except that neither party hereto may assign any rights or delegate any obligations hereunder without the prior written consent of the other party hereto. Consultant hereby consents to the assignment by the Company of all of its rights and obligations hereunder to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets; provided such transferee or successor assumes the liabilities of the Company hereunder.

12. Choice of Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Nevada as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Any judicial proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or any agreement identified herein may be brought only in state or federal courts of the State of Nevada and by the execution and delivery of this Agreement, each of the parties hereto accepts for themselves the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such proceedings, waives any objection to venue laid therein and agrees to be bound by the judgment rendered thereby in connection with this Agreement or any agreement identified herein.

13. Third Party Arrangements. Consultant agrees that during the term of this Agreement Consultant will not (i) deliver or disclose to the Company information which infringes any property right of any third party relating to proprietary or trade secret information or copyrights or (ii) enter into any agreement that would adversely affect this Agreement or prevent Consultant from honoring this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CAESARS ENTERPRISE SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title:

**Consultant**

\_\_\_\_\_  
Timothy R. Donovan

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## EXHIBIT A

### Description of services

#### **Services:**

Consultant will render consulting services related to Consultant's specialized areas of knowledge, experience and expertise as requested by the Company (including, but not limited to, assisting with the transition of Consultant's prior duties under the Employment Agreement to his successor and attending meetings with, and corresponding with, gaming regulators as necessary or requested by the Company). Consultant shall not, under any circumstances, be required to provide services at a level that is greater than 20% of the average level of bone fide services provided by Consultant during the 36 months immediately preceding the termination of Consultant's employment under the Employment Agreement (or Letter Agreement).

**CAESARS ENTERTAINMENT CORPORATION AMENDED AND RESTATED****ESCROW AGREEMENT**

THIS CAESARS ENTERTAINMENT CORPORATION AMENDED AND RESTATED ESCROW AGREEMENT (the “Escrow Agreement”) is made by and between Caesars Entertainment Corporation (formerly known as The Promus Companies Incorporated, a Delaware corporation, and Harrah’s Entertainment, Inc., the “Company”) and Wells Fargo Bank N.A., successor by merger to Wells Fargo Bank Minnesota, N.A. (the “Escrow Agent”).

WHEREAS, the Company historically has maintained (and currently does maintain) the following five nonqualified deferred compensation plans (the “Deferred Compensation Plans”): (i) the Park Place Entertainment Corporation’s Executive Deferred Compensation Plan (the “CEDCP”); (ii) the Harrah’s Entertainment, Inc. Deferred Compensation Plan (the “DCP”); (iii) the Harrah’s Entertainment, Inc. Executive Deferred Compensation Plan (the “EDCP”); (iv) the Harrah’s Entertainment, Inc. Executive Supplemental Savings Plan (the “ESSP”, aka Caesars Entertainment Corporation Executive Supplemental Savings Plan); and (v) the Harrah’s Entertainment, Inc. Executive Supplemental Savings Plan II (the “ESSP II”, aka Caesars Entertainment Corporation Executive Supplemental Savings Plan II, together with the ESSP, the “ESSPs”);

WHEREAS, the Company previously established an Escrow Fund (as hereinafter defined) pursuant to an escrow agreement dated February 8, 1990 for which Sovran Bank was the escrow agent (the “Initial Escrow Agreement”) and the Company made contributions to the Escrow Fund pursuant to the Initial Escrow Agreement to provide a source of funds to assist the Company in meeting its obligations under the EDCP, certain of its obligations under the DCP and certain obligations under individual retirement and severance agreements;

WHEREAS, the Initial Escrow Agreement was amended from time to time and, on or about August 31, 2000, Wells Fargo Bank Minnesota, N.A. was appointed as the Escrow Agent under the Initial Escrow Agreement and accepted such appointment;

WHEREAS, all obligations under the individual retirement and severance agreements that were previously covered by the Initial Escrow Agreement, in each case, have been fully satisfied;

WHEREAS, the Deferred Compensation Plans are currently frozen to new participants and new deferrals;

WHEREAS, the Company is also a party to a Trust Agreement, most recently amended as of the Effective Date (as defined below), for which Wells Fargo Bank, N.A. is the Trustee (the “Trust Agreement”), and the Company made contributions pursuant to the Trust Agreement to provide a source of funds to assist the Company in meeting its obligations under the CEDCP, the ESSPs and the portion of the DCP that was not subject to funding through the Escrow Agreement;

WHEREAS, Caesars Entertainment Operating Company, Inc. (“CEOC”, f/k/a Harrah’s Operating Company, Inc.), a Delaware corporation and a wholly-owned subsidiary of the Company, voluntarily filed for reorganization under Chapter 11 of the United States Bankruptcy Code on January 15, 2015;

WHEREAS, a settlement agreement (the “Settlement Agreement”), dated as of September 14, 2016, by and among CEOC and the Company, concerning the treatment of the assets and liabilities associated with the Deferred Compensation Plans, has been approved by the United States Bankruptcy Court for the Northern District of Illinois in Chicago;

WHEREAS, the Settlement Agreement provides, among other things, that the Company shall assume all liabilities under or with respect to the Deferred Compensation Plans, that CEOC shall have no liabilities under or with respect to the Deferred Compensation Plans (or to any Deferred Compensation Plan Participants), that the Company shall be the sole owner of the Escrow Fund, and that the Initial Escrow Agreement shall be amended to give effect to the Settlement Agreement;

WHEREAS, the Company and the Escrow Agent wish to amend and restate the Initial Escrow Agreement as contemplated by the Settlement Agreement into this Escrow Agreement and, as part of such amendment and restatement, to make certain other clarifying and conforming changes, which Escrow Agreement shall hereinafter be known as “Caesars Entertainment Corporation Amended and Restated Escrow Agreement”; and

WHEREAS, it is the continued intent of the parties that this Escrow Agreement shall be treated as if it were a grantor trust under the Internal Revenue Code of 1986, as amended, and, accordingly, it is intended and expressly recognized that the income, deduction, and credits associated with the assets transferred to the Escrow Agent shall be passed through to the Company and shall be included in computing the Company’s taxable income.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the parties amend and restate the Escrow Agreement in its entirety effective as of the Plan Effective Date (as defined in the Settlement Agreement, the “Effective Date”), as follows:

## **ARTICLE I**

### **THE PLAN**

SECTION 1.1 Plans Subject to the Escrow Agreement. The EDCP and the DCP (as each may be amended from time to time) shall be subject to this Escrow Agreement from and after the Effective Date (and shall be referred to herein as the “Plans”).

SECTION 1.2 Participants. The Participants under this Escrow Agreement are all individuals who have an account balance under the EDCP as of the Effective Date. For purposes of this Escrow Agreement, the beneficiary of any Participant who dies shall be deemed a Participant under this Escrow Agreement to the extent such beneficiary is entitled to the then-accrued benefits under a Plan.

## **ARTICLE II**

### **ESCROW AND ESCROW FUND**

#### **SECTION 2.1 Escrow**

(a) The current balance of the Escrow Fund (as defined in Section 2.2), together with any subsequent contributions made or to be made by the Company, constitute the entire Escrow Fund to be held, administered and disposed of by the Escrow Agent in accordance with the terms of the Plans and as provided in this Escrow Agreement. The Escrow Fund (and any earnings thereon) shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of the Plan participants and will be subject to the claims of the Company’s general creditors as herein set forth.

(b) Without limiting the generality of the foregoing, the Company shall make payments or contributions to the Escrow Agent equal in value to any additional amount which is determined at the end of each calendar year, or at more frequent times as may be determined by the Company, by an actuary or certified public accountant selected by the Company to be necessary or sufficient to provide for or otherwise assure the payment of benefits then accrued, payable, or to be payable under the Plans based on deferrals up to that point in time, which payment or contribution may be cash and/or property including life insurance policies (which shall then be included under the defined term "Life Insurance Policies" hereunder) and shall be made as promptly as practicable after the end of each calendar year or such other more frequent times as determined by the Company.

(c) The Company may, at any time or from time to time, deposit into escrow additional monies to pay premiums on specific Life Insurance Policies designated by the Company and to pay interest on any policy loans which interest is incurred and payable during the first seven years of any such policy. Upon the occurrence of such deposit, the Escrow Fund shall be deemed enlarged so that the Escrow Fund will thereafter be maintained at a level to pay accrued benefits to the Participants under the Plans based on deferrals to that point in time and also to pay premiums on the designated policies and to pay interest on such policy loans.

(d) If at any time or from time to time a certified public accountant or actuary selected by the Company determines that the then present value of the Escrow Fund (including, but not limited to, the cash surrender value of any Life Insurance Policies and any proceeds from Life Insurance Policies), using an annual discount rate equal to the Company's then-current long term annual borrowing rate, is larger than necessary to pay benefits then accrued, payable, or to be payable under the Plans based on deferrals up to that point in time, and to pay policy premiums and make interest payments on policy loans if the Company shall have made a deposit under Section 2.1(c), then the Escrow Agent shall forthwith transfer, deliver, and assign to the Company such funds or property (including, but not limited to, any proceeds from Life Insurance Policies or Life Insurance Policies themselves) as may be specified in a written instruction to the Escrow Agent from the Company so that the Escrow Fund is not overfunded. Said written instruction shall be in the form of a letter signed by the Controller or Assistant Controller of the Company and shall be accompanied by an affidavit of the Controller or Assistant Controller, which shall state to the effect that, based on the opinion of the aforesaid actuary or certified public accountant selected by the Company, after the delivery of such funds or property to the Company, the Escrow Fund will not be underfunded or overfunded (i) for purposes of paying accrued benefits under the Plans (assuming that payment of such benefits were to commence as of the date of the letter or within 10 days thereof) to Participants when such benefits become due and payable based on deferrals up to the end of the month prior to the date of said written instruction and (ii) for purposes of Section 2.1(c) if the Company shall have made a deposit under Section 2.1(c). Upon receipt of the foregoing written instruction, the Escrow Agent shall forthwith deliver, transfer, and assign to the Company the funds and/or property (including but not limited to any Life Insurance Policies together with all incidents of ownership relating thereto) specified in the written instruction.

(e) Any actuary or certified public accountant that provides an opinion or advice in connection with this Escrow Agreement shall have discretion to use such assumptions as he or she deems reasonably appropriate in providing any opinions or advice. In addition, any

such opinion or advice may be based upon reasonable estimates or may use estimated numbers or projections which are deemed reasonable. Notwithstanding the foregoing, any actuary or certified public accountant that provides an opinion or advice in connection with the funding requirements of this Escrow Agreement shall assume, for purposes of calculating EDCP benefits, that all participants in the EDCP (other than those who have already terminated and are receiving the rate described in the EDCP (the "Termination Rate")) will be entitled to their Retirement Account (as such term is defined in the EDCP) balances as of the date of the calculation. Notwithstanding anything in this Escrow Agreement to the contrary, for the purpose of funding EDCP accounts, this Escrow Agreement shall be deemed sufficiently funded at any point in time if the Escrow Fund has sufficient assets at that time to pay the total amount of all EDCP account balances (the Retirement Rate balances) plus the Termination Rate balances of terminated employees who are receiving the Termination Rate; provided, however, that immediately prior to a Change in Control (as this term is defined in the EDCP), the Company shall calculate and increase the funding of the Escrow Fund, if necessary, so that the present value of all EDCP accounts will, prior to the Change in Control, be fully funded based on the following required assumptions:

- (i) All EDCP Participants will receive the applicable Retirement Rate for their EDCP accounts (except for those who have terminated employment and are receiving the Termination Rate in which case it will be assumed that they continue to receive this rate).
- (ii) Distribution of Participants' accounts (in addition to those already in distribution) will commence three years after the Change in Control or age 55 if earlier based on the assumption Participants will terminate employment at that time.
- (iii) Distributions will occur according to the payment schedules elected by Participants in their deferral participation agreements.
- (iv) The discount rate used at the time this funding is calculated to determine any increase in funding will be the Ten Year Treasury Note Rate on the business day before the funding amount is calculated minus 1%. The Ten Year Treasury Note Rate will be the rate shown in the Credit Markets Column of The Wall Street Journal under "Treasury 10+ yr" or if no longer so published, in another publication or report that provides this rate.

The Company may rely on the opinion of any actuary, a certified public accountant, or an investment adviser in making this calculation. If there is any disagreement concerning these calculations including the Ten Year Treasury Note Rate, a consultant as identified by the Company's Chief Executive Officer will make the final decision. Nothing herein will prevent the Company from providing additional funding if the Company decides additional funding at any time is appropriate to fully fund the Escrow Fund and nothing herein will negate the requirement for funding DCP accounts of EDCP Participants at their account balances or funding other obligations required to be funded pursuant to this Escrow Agreement. Any such accountant or actuary shall have no liability to the Company, the Escrow Agent, or any Participant or beneficiary if such assumptions, projections, or estimates are subsequently held erroneous (other than by reason of fraud or intentional miscalculation).



## SECTION 2.2 Escrow Fund.

(a) As used herein, the term "Escrow Fund" shall mean all assets of any type held by the Escrow Agent under this Escrow Agreement from time to time. Subject to the provisions of Section 2.1, the Escrow Fund shall be held, invested and reinvested by the Escrow Agent only in accordance with this Section 2.2. The Escrow Agent shall use the Escrow Fund to pay benefits and amounts payable to the Participants under the Plans when due if and to the extent that such benefits are not paid by the Company. For this purpose, the Escrow Agent shall, to the extent necessary to pay unpaid benefits, cancel any or all of the Life Insurance Policies and obtain and use the cash surrender value thereof to pay such benefits, provided, however, the Escrow Agent shall first give the Company 10 business days prior written notice specifying which policy or policies will be cancelled. Such policies shall then not be cancelled if the Controller or Assistant Controller of the Company or any Vice President of the Company informs the Escrow Agent during the 10 day notice period that such benefits have been paid. The Escrow Agent shall use its good faith efforts to invest or reinvest from time to time all, or such part, of any cash in the Escrow Fund as it believes prudent under the circumstances (taking into account, among other things, anticipated cash requirements for the potential payment of amounts due under the Plans as provided in Section 3.1 hereof and any other amounts payable under this Escrow Agreement) in either one or a combination of the following investments:

- (i) investments in direct obligations of the United States of America or agencies of the United States of America or obligations unconditionally and fully guaranteed as to principal and interest by the United States of America, in each case maturing within one year or less from the date of acquisition; or
- (ii) investments in negotiable certificates of deposit issued by a commercial bank organized and existing under the laws of the United States of America or any state thereof having a combined capital and surplus of at least \$500 million;
- (iii) investments in guaranteed funding agreements of insurance companies having total assets in excess of \$2 billion, provided such investments shall have withdrawal provisions appropriate for paying benefits to Participants when due and other payments required under this Escrow Agreement; or
- (iv) investments in money market funds, including, but not necessarily limited to, the money market fund maintained by the Escrow Agent, provided, however, that the Escrow Agent shall not be liable for any failure to maximize the income earned on that portion of the Escrow Fund as is from time to time invested or reinvested as set forth above, nor for any loss of income due to liquidation of any investment which the Escrow Agent, in its sole discretion, believes necessary to make any payments or to reimburse expenses under the terms of this Escrow Agreement.

The Escrow Agent shall be named as the owner and beneficiary of the Life Insurance Policies and, subject to Section 2.2(a), shall have the right to cancel such policies and receive the cash surrender value, and shall further have the right to borrow against cash policies. If any policy is reassigned back to the Company, the Company shall then be the owner and beneficiary thereof. If the Company makes a deposit under Section 2.1(c) for the purpose of paying premiums and interest on

policy loans with respect to any specified Life Insurance Policies in escrow, then the Escrow Agent shall pay the premiums due on such policies as may be necessary or appropriate to keep the policies in force. If the Escrow Agent borrows against such policies, it will engage in such borrowing and will pay interest on loans in a manner that assures that interest payable on policy loans will be deductible by the Company for Federal income tax purposes to the extent that such interest would otherwise be deductible to the Company under the law in effect at such time if the Company was the owner and beneficiary of such policies. If the Company makes a deposit under Section 2.1(c), the Escrow Agent may borrow from the Life Insurance Policies to pay premiums so long as the interest on such loans is deductible by the Company for Federal income tax purposes. The Escrow Agent shall inform the Company of the need to borrow on such policies (without limiting the Company's right to direct such borrowings) and the Company shall advise the Escrow Agent as to whether the interest to be paid on such loans will be deductible.

(b) Except as hereinafter provided, all net interest and other net income credited on the investments of the Escrow Fund, to the extent not necessary to provide for any payments or expenses required or contemplated by this Escrow Agreement, shall be the property of the Company and shall not constitute a part of the Escrow Fund. Such net interest and other net income credited as of the end of any calendar quarter shall be paid over to the Company by the Escrow Agent as promptly as practicable, or, at the option of the Company exercisable by delivering written notice to the Escrow Agent, shall be contributed to the Escrow Fund and applied towards the Company's obligation, pursuant to Section 2.1(b) hereof, to deliver further amounts to the Escrow Fund.

Notwithstanding anything herein to the contrary, the Company's Chief Executive Officer and Chief Financial Officer, jointly, shall have authority to direct the Escrow Agent in writing, from time to time, to borrow from any Life Insurance Policies in the Escrow Fund and use the funds received from such borrowing to purchase other life insurance policies, including variable insurance or annuity contracts, as may be directed in writing by the Company's Chief Executive Officer and Chief Financial Officer, jointly, which other insurance policies shall be assets of the Escrow Fund subject to the terms and provisions of this Escrow Agreement, as amended. The Escrow Agent shall act only as an administrative agent in carrying out directed investment transactions in accordance with this paragraph and shall not be responsible for the investment decision. If a directed investment transaction violates any duty to diversify, to maintain liquidity or to meet any other investment standard or other requirement under this Escrow Agreement or applicable law, the entire responsibility shall rest upon the Company. The Escrow Agent shall be fully protected in acting upon or complying with any restrictions or directions provided in accordance with this paragraph.

(c) All losses of income or principal in respect of, and expenses (including, as provided in Section 4.1(g) hereof, any expenses of the Escrow Agent) charged against the Escrow Fund shall be for the account of the Company and the Company shall be obligated to promptly reimburse the Escrow Fund for any loss in principal amount of, or expense charged against, the Escrow Fund.

(d) The Company's Human Resources Committee of the Company's Board of Directors may appoint an Investment Committee consisting of four corporate officers of the Company (the "EDCP Committee"). Notwithstanding anything herein to the contrary, the

EDCP Committee shall, by majority vote which may include action by a majority of such Committee members acting by written consent, have authority to determine investment guidelines and procedures and to select and approve the various investments of any assets held in the Escrow Fund including cash and any assets or investments contained within or held under insurance policies in the Escrow Fund. The Escrow Agent may rely upon a letter from the Secretary or Assistant Secretary of the Company or another designee that reports any decision made by the EDCP Committee, and the Escrow Agent agrees to carry out such decision as soon as reasonably practicable after receipt of any such letter. The Escrow Agent and the Company may designate the Company's Controller or another designee to deal directly with any insurance carriers for purposes of implementing these investment decisions. All such investments shall be held by the Escrow Agent pursuant to this Escrow Agreement and subject to the terms hereof, as amended.

The Escrow Agent shall act only as an administrative agent in carrying out directed investment transactions in accordance with this paragraph and shall not be responsible for any investment decision. If a directed investment transaction violates any duty to diversify, to maintain liquidity or to meet any other investment standard or other requirement under this Escrow Agreement or applicable law, the entire responsibility shall rest upon the Company. The Escrow Agent shall be fully protected in acting upon or complying with any restrictions or directions provided in accordance with this paragraph.

### **ARTICLE III**

#### **RELEASE OF ESCROW FUND**

SECTION 3.1 Deliveries to Participants. The Escrow Agent shall hold the Escrow Fund in its possession under the provisions of this Escrow Agreement until authorized to deliver the Escrow Fund or any specified portion thereof as follows:

(a) If the Company does not make any payments under the Plans when due, the Escrow Agent shall deliver to individual Participants from the Escrow Fund the amounts that are payable to the Participants, at such times as such amounts become payable in accordance with the terms of the Plans. The Escrow Agent is authorized to comply with such terms as may be reasonably explained by the Company in writing. The Company will inform the Escrow Agent in writing from time to time as to the timing and amounts of payments due under the Plans. If the Company does not instruct the Escrow Agent as to amounts of payments due under the Plans or if the Escrow Agent reasonably deems such instructions to be erroneous or improper, then the Escrow Agent is authorized to take such steps as it deems necessary to determine the correct amounts and payments. Notwithstanding anything in this Escrow Agreement to the contrary, the Company's Chief Executive Officer and Chief Financial Officer, jointly, shall have authority to direct the Escrow Agent in writing, from time to time (the "Payment Notice"), to pay directly to any Participant (or beneficiary if the Participant is deceased) who is entitled to a payment under the Plans such amount as may be directed in the Payment Notice for purposes of satisfying accrued benefits under any of the Plans, including but not limited to benefits payable by reason of a Participant's or beneficiary's exercise of a call provision under the Plans, and the Escrow Agent shall utilize for such payment such funds or investments in escrow, including but not limited to, cash and/or the cash surrender value of any insurance policies or contracts, as may be directed in the Payment Notice which may include directions to cash in a policy or borrow against a policy to obtain the funds for the benefit payments. Such payment shall be made by the

Escrow Agent as soon as practicable. The Escrow Agent shall act only as an administrative agent and carry out the directions in the Payment Notice in accordance with this paragraph and shall not be responsible for the payment decision. If any Payment Notice violates any duty or other requirement under this Escrow Agreement or applicable law, the entire responsibility shall rest upon the Company. The Escrow Agent shall be fully protected in acting upon or complying with any restrictions or directions provided in the Payment Notice in accordance with this paragraph.

(b) In the event a Participant reasonably believes that he or she has not received timely payment of any amount or benefit payable to such participant from the Escrow Fund in respect of a Plan, the Participant shall be entitled to deliver to the Escrow Agent written notice (the "Participant's Notice") setting forth payment instructions for the amount or benefit the Participant believes is due under a Plan. The Escrow Agent shall deliver a copy of the Participant's Notice to the Company within 10 business days of receipt thereof. If the Company does not deliver written notice to the Escrow Agent objecting to the payment instructions contained in the Participant's Notice within 10 business days of receipt thereof from the Escrow Agent, the Escrow Agent shall make the payment set forth in the Participant's Notice. If it is necessary to cancel any Life Insurance Policies for this purpose, the Escrow Agent shall follow the 10 day notice procedure set forth in Section 2.2(a) hereof regarding the cancellation of Life Insurance Policies. If the Company delivers timely written notice to the Escrow Agent objecting to the payment to the Participant requested in the Participant's Notice, which notice shall be delivered by the Escrow Agent to the Participant within 5 business days of receipt thereof, the Escrow Agent shall be obligated to make the payment or provide the benefit set forth in the Participant's Notice unless the Company objects on the grounds that the payment has already been made, in which event the procedures at the end of this Section 3.1(b) shall apply. If the Company objects on the grounds that the requested payment has already been made, the Escrow Agent shall not make the payment upon confirming that the payment has already been made. If the Escrow Agent does not, after due inquiry and investigation, confirm that such payment or payments have been made, then the Escrow Agent shall make the requested payment or payments.

(c) To the extent that the Company from time to time makes payments under the Plans, the Escrow Agent shall upon request of the Company, using the Escrow Fund, promptly reimburse the Company for any such payment, together with interest as provided below. The Company may specify that such reimbursement and interest payment shall be in the form of the cash surrender value of Life Insurance Policies and in that instance the Escrow Agent shall assign, transfer, and deliver to the Company Life Insurance Policies designated by the Company as representing not less than such value. Such reimbursement and interest payment shall be made within 60 business days after a written notice is delivered by an officer of the Company to the Escrow Agent setting forth the specific amounts paid by the Company and specifying who received such payments and the date thereof. Said reimbursement amount shall bear interest, at the rate specified in Section 2.1(d) hereof, from the date the Company made such payment.

SECTION 3.2 Claims of Company Creditors in Event of Bankruptcy or Insolvency. It is the intent of the parties hereto that the Escrow Fund is and shall remain at all times subject to the claims of the general creditors of the Company in the event of bankruptcy or insolvency of the Company; provided, however, that if any contributions are made on behalf of any employee of any subsidiary of the Company relating to deferrals of compensation for periods after the Effective Date,

the portion of the Escrow Fund attributable to such contributions shall be subject to the claims of such subsidiary's creditors in the event of the bankruptcy or insolvency of such subsidiary. The Company shall not create a security interest in the Escrow Fund in favor of the Participants or any creditor. The Company's Board of Directors or Chief Executive Officer shall provide the Escrow Agent with written notice of the Company's bankruptcy or insolvency. In the case of bankruptcy, such notice is to be accompanied by a certified copy of the petition commencing the bankruptcy proceeding under the Bankruptcy Code, 11 U.S.C. § 11 *et seq.* When so notified, the Escrow Agent will suspend any further payment from the Escrow Fund to any Participants to whom the Company is obligated under the Plans, and will hold the Escrow Fund for the benefit of the Company's general creditors only as directed by a court of competent jurisdiction. The Company will be considered insolvent if the sum of its debt is greater than all its property at a fair market valuation. For the avoidance of doubt, from and after the Effective Date, the assets of the Escrow Fund shall not be subject to claims of general creditors of CEOC except as, and to the extent, specifically provided in the foregoing provisions of this Section 3.2, and CEOC shall have no claim to, right in or title to the assets held by the Escrow Fund; provided that notwithstanding the Settlement Agreement or anything to the contrary contained herein, in the event that any or all of the liabilities under or with respect to the Deferred Compensation Plans are or are deemed obligations of CEOC or any of its direct or indirect subsidiaries, then CEOC shall be entitled to reimbursement for such liability from the Escrow Fund.

#### **ARTICLE IV** **ESCROW AGENT**

##### **SECTION 4.1 Escrow Agent.**

(a) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent.

(b) If, pursuant to Section 3.2 hereof or otherwise, all or any part of the Escrow Fund is at any time attached, garnished, or levied upon by any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, writ, judgment or decree shall be made or entered by a court affecting such property or any part thereof, then and in any of such events the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree, and it shall not be liable to the Company or any Participant by reason of such compliance even though such order, writ, judgment or decree subsequently may be reversed, modified, annulled, set aside or vacated.

(c) The Escrow Agent shall maintain such books, records and accounts as may be necessary for the proper administration of the Escrow Fund, including, without limitation, as provided in Section 2.1 hereof, and shall render to the Company, on or prior to each January 31 until the termination of this Escrow Agreement (and on the date of such termination), an accounting with respect to the Escrow Fund as of the end of the then most recent calendar year (and as of the date of such termination).

(d) The Escrow Agent shall not be liable for any act taken or omitted to be taken hereunder if taken or omitted to be taken by it in good faith. The Escrow Agent shall also be fully protected in relying upon any notice given hereunder which it in good faith believes to be genuine and executed and delivered in accordance with this Escrow Agreement.

(e) The Escrow Agent may consult with legal counsel to be selected by it, and the Escrow Agent shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(f) The Escrow Agent shall be reimbursed by the Company for its reasonable expenses incurred in connection with the performance of its duties hereunder and shall be paid reasonable fees for the performance of such duties in the manner provided by Section 4.1(g).

(g) The Company agrees to indemnify and hold harmless the Escrow Agent from and against any and all damages, losses, claims or expenses as incurred (including expenses of investigation and fees and disbursements of counsel to the Escrow Agent) arising out of or in connection with the performance by the Escrow Agent of its duties hereunder. Any amount payable to the Escrow Agent under Section 4.1(f) or this Section 4.1(g) shall be paid by the Company promptly upon notice by the Escrow Agent to the Company. If such payment is not made within 60 days of the Company's receipt of such notice, then the Escrow Agent may pay such fees from the Escrow Fund. If it is necessary to use the cash surrender value of any Life Insurance Policies for this purpose, the Escrow Agent shall use the 10 day notice procedure set forth in Section 2.2(a) prior to cancellation of any policy. In the event payment is made hereunder to the Escrow Agent from the Escrow Fund, the Escrow Agent shall promptly notify the Company in writing of the amount of such payment. The Company agrees that, upon receipt of such notice, it will deliver to the Escrow Fund an amount of money or property equal to any payments made from the Escrow Fund to the Escrow Agent pursuant to Section 4.1(f) or this Section 4.1(g). The failure of the Company to transfer any such amount shall not in any way impair the Escrow Agent's right to indemnification, reimbursement and payment pursuant to Section 4.1(f) or this Section 4.1(g).

(h) Notwithstanding any other provisions of the Escrow Agreement, the Escrow Agent shall not be required to pay any benefits, premiums on insurance policies or expenses from funds other than the Escrow Fund. If there are not sufficient funds in the Escrow Fund to meet any one or more of the foregoing obligations that are due, then the Escrow Agent shall notify the Company of the amount needed to meet such obligations. Upon receipt of the funds from the Company, and not before then, the Escrow Agent shall pay for such obligations.

**SECTION 4.2 Successor Escrow Agent.** The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice in writing of such resignation to the Company and each Participant specifying a date (not less than 30 days after the giving of such notice) when such resignation shall take effect. Promptly after such notice, the Company and Participants having at least 50 percent of all amounts then accounted for in the Escrow Fund with respect to their accounts shall appoint a successor Escrow Agent, such successor Escrow Agent to become Escrow Agent hereunder upon the resignation date specified in such notice. If the Company and the Participants are unable to so agree upon a successor Escrow Agent within 30 days after such notice, the Escrow Agent shall be entitled, at the expense of the Company, to petition the United States District Court for the District of Delaware or any of the courts of the State of Delaware having

jurisdiction to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow and receives the-Escrow Fund. The Company and Participants having at least 50 percent of all amounts then accounted for in the Escrow Fund with respect to their accounts may agree at any time to substitute a new Escrow Agent by giving fifteen days notice thereof to the Escrow Agent then acting. The Escrow Agent and any successor thereto appointed hereunder shall be a bank or trust company located in the United States having a combined capital and surplus of at least \$500 million. Upon the appointment of a successor, the Escrow Agent shall transfer the Escrow funds to the successor and be relieved of any further liability to the Company, Participants or any other parties that may otherwise have a claim against any of the plans described in Section 1.1 hereof.

## **ARTICLE V**

### **TERMINATION, AMENDMENT AND WAIVER**

SECTION 5.1 Termination. This Escrow Agreement shall be terminated upon the earliest of the four following events: (i) the exhaustion of the Escrow Fund; (ii) the final payment of all amounts payable to the Participants pursuant to the Plans; (iii) upon the vote of a majority of the directors of the Company then in office, but only with the written consent of Participants having at least 50 percent of all amounts then accounted for in the Escrow Fund with respect to their accounts; or (iv) 50 years from the date hereof. Promptly upon termination of this Escrow Agreement, any remaining portion of the Escrow Fund shall be assigned, transferred, and delivered to the Company.

SECTION 5.2 Amendment and Waiver. This Escrow Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto together with the written consent of Participants having at least 50 percent of all amounts then accounted for in the Escrow Fund with respect to their accounts. The parties hereto, together with the consent of Participants having at least 50 percent of all amounts then accounted for in the Escrow Fund with respect to their accounts, may at any time waive compliance with any of the agreements or conditions herein. Any agreement on the part of a party hereto or a Participant to any such waiver shall be valid if set forth in an instrument in writing signed on behalf of such party or Participant. Notwithstanding the foregoing, any such amendment or waiver may be made by written agreement of the parties hereto without obtaining the consent of the Participants if such amendment or waiver does not adversely affect the rights of the Participants hereunder. No such amendment or waiver relating to this Escrow Agreement may be made with respect to a particular Participant unless said Participant has agreed in writing to such amendment or waiver.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

SECTION 6.1 Further Assurances. The Company shall, at any time and from time to time, upon the reasonable request of the Escrow Agent, execute and deliver such further instruments and do such further acts as may be necessary or proper to effectuate the purposes of this Escrow Agreement.

#### SECTION 6.2 Certain Provisions Relating to this Escrow Agreement.

(a) This Escrow Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating thereto. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives.

(b) This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, other than and without reference to any provisions of such laws regarding choice of laws or conflict of laws.

(c) In the event any provision of this Escrow Agreement or the application thereof to any person or circumstances shall be determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Escrow Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Escrow Agreement shall be valid and enforced to the fullest extent permitted by law.

(d) Notwithstanding any of the provisions of this Escrow Agreement, this Escrow Agreement shall not create on behalf of a Participant or any beneficiary of a Participant any preferred right or secured interest in, or beneficial ownership interest in, any asset held under this Escrow Agreement or in the Escrow Fund; and a Participant and any beneficiary of a Participant shall at all times be a general, unsecured creditor of the Company, subject to such rights and preferences as may otherwise exist under applicable law.

SECTION 6.3 Notices. Any notice, demand or waiver required or permitted hereunder shall be in writing and shall be given personally or by prepaid registered or certified mail, return receipt requested, or by Federal Express, addressed as follows (or such other address as provided by one party to the other):

If to the Company:	Caesars Entertainment Corporation Attention: Chief Executive Officer One Caesars Palace Drive Las Vegas, NV 89109
If to the Escrow Agent:	Wells Fargo Bank, N.A. Attn: Institutional Retirement & Trust 3800 Howard Hughes Parkway, 3rd Floor Las Vegas, NV 89169

If to a Participant, to the last given address of such Participant in the records of the Company or its subsidiaries.

A notice shall be deemed received upon the date of delivery if given personally or, if given by mail, upon the receipt thereof.

SECTION 6.4 Non-Assignment. Participants and their beneficiaries may not assign, pledge, encumber, or otherwise transfer any of their rights hereunder and no creditor of any Participant or of any beneficiary of a Participant shall have any claim or right to the funds under this Escrow Agreement.

*[remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the 12<sup>th</sup> day of December, 2016.

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Timothy Donovan

Its: Executive VP & General Counsel

WELLS FARGO BANK, N.A.

By: /s/ Gaye Borden

Its: VP, IR & T

CAESARS ENTERTAINMENT CORPORATION  
SECOND AMENDED AND RESTATED  
EXECUTIVE DEFERRED COMPENSATION  
TRUST AGREEMENT

CAESARS ENTERTAINMENT CORPORATION  
SECOND AMENDED AND RESTATED  
EXECUTIVE DEFERRED COMPENSATION  
TRUST AGREEMENT

THIS SECOND AMENDED AND RESTATED EXECUTIVE DEFERRED COMPENSATION TRUST AGREEMENT (the “Trust Agreement”) is made by and between Caesars Entertainment Corporation (formerly known as Harrah’s Entertainment, Inc., the “Company”) and Wells Fargo Bank, N.A. (the “Trustee”).

WHEREAS, the Company historically has maintained (and currently does maintain) the following five nonqualified deferred compensation plans (collectively, the “Plans”): (i) the Park Place Entertainment Corporation’s Executive Deferred Compensation Plan (the “CEDCP”); (ii) the Harrah’s Entertainment, Inc. Deferred Compensation Plan (the “DCP”); (iii) the Harrah’s Entertainment, Inc. Executive Deferred Compensation Plan (the “EDCP”); (iv) the Harrah’s Entertainment, Inc. Executive Supplemental Savings Plan (the “ESSP”, aka Caesars Entertainment Corporation Executive Supplemental Savings Plan); and (v) the Harrah’s Entertainment, Inc. Executive Supplemental Savings Plan II (the “ESSP II”, aka Caesars Entertainment Corporation Executive Supplemental Savings Plan II, together with the ESSP, the “ESSPs”));

WHEREAS, the Company is a party to an Escrow Agreement, most recently amended as of the Effective Date (as defined below), for which Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A. is the escrow agent (the “Escrow Agreement”), and the Company made contributions pursuant to the Escrow Agreement to provide a source of funds to assist the Company in meeting its obligations under the EDCP and certain of its obligations under the DCP;

WHEREAS, the Company previously established a trust (the “Trust”) pursuant to a trust agreement (the “Initial Trust Agreement”) and made contributions to the Trust to provide a source of funds to assist the Company in meeting its obligations under the ESSPs and the portion of the DCP that was not subject to funding through the Escrow Agreement;

WHEREAS, the Company acquired Caesars Entertainment, Inc., a Delaware corporation (“Caesars”) through a merger of Caesars with and into Caesars Entertainment Operating Company, Inc. (“CEOC”, f/k/a Harrah’s Operating Company, Inc. (“HOC”)), a Delaware corporation and a wholly-owned subsidiary of the Company, according to the Agreement and Plan of Merger dated as of July 14, 2004, by and among the Company, HOC and Caesars, with HOC as the surviving entity;

WHEREAS, HOC, as the successor to Caesars, maintained a trust (the “Caesars Trust”) in order to provide HOC with a source of funds to assist it in satisfying its liabilities under the CEDCP;

WHEREAS, as of January 11, 2006, the Company and the Trustee entered into an amendment and restatement of the Initial Trust Agreement into the Trust Agreement, which was then known as the “Harrah’s Entertainment, Inc. Amended and Restated Executive Deferred Compensation Trust Agreement,” and the Caesars Trust was merged with and into the Trust effective as of January 12, 2006;

WHEREAS, the Company entered into an Agreement and Plan of Merger, dated as of December 19, 2006, by and among Hamlet Holding LLC, Hamlet Merger Inc., and the Company (then known as Harrah’s Entertainment, Inc.) (the “Merger Agreement”, pursuant to which Hamlet Merger Inc. merged with and into the Company (the “Merger”) upon the terms and conditions of the Merger Agreement;

WHEREAS, the Trust Agreement was amended effective as of January 28, 2008 in connection with the Merger to provide changes necessitated by the Merger;

WHEREAS, all of the Plans are currently frozen to new participants and new deferrals;

WHEREAS, CEOC voluntarily filed for reorganization under Chapter 11 of the United States Bankruptcy Code on January 15, 2015;

WHEREAS, a settlement agreement (the "Settlement Agreement"), dated as of September 14, 2016, by and among CEOC and the Company, concerning the treatment of the assets and liabilities associated with the Plans, has been approved by the United States Bankruptcy Court for the Northern District of Illinois in Chicago;

WHEREAS, the Settlement Agreement provides, among other things, that the Company shall assume all liabilities under or with respect to the Plans, that CEOC shall have no liabilities under or with respect to the Plans (or to any Plan Participants), that the Company shall be the sole owner of the Trust and the Trust Assets, and that the Trust Agreement shall be amended to give effect to the Settlement Agreement;

WHEREAS, the Company and the Trustee wish to amend and restate the Trust Agreement (and the Trust evidenced thereby) as contemplated by the Settlement Agreement and to make certain other clarifying and conforming changes, which Trust Agreement shall hereafter be known as "Caesars Entertainment Corporation Second Amended and Restated Executive Deferred Compensation Trust Agreement"; and

WHEREAS, it is the continued intent of the parties that the Trust and this Trust Agreement shall constitute an unfunded arrangement and shall not affect the status of any of the Plans as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended (the "Act").

NOW, THEREFORE, the parties amend and restate the Trust Agreement in its entirety as of the Plan Effective Date (as defined in the Settlement Agreement, the "Effective Date"), as follows:

ARTICLE ONE  
ESTABLISHMENT OF TRUST

1.1 The current balance of the Trust, together with any subsequent contributions made or to be made by the Company, constitute the principal of the Trust to be held, administered and disposed of by the Trustee in accordance with the terms of the Plans and as provided in this Trust Agreement.

1.2 The Trust, as established was, and shall continue to be, irrevocable.

1.3 The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended (the “Code”), and shall be construed accordingly.

1.4 The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Company, and shall be used exclusively for the uses and purposes of the participants in the Plans (collectively, the “Plan Participants”) and the general creditors of the Company, as set forth herein; provided, however, that if any contributions are made on behalf of any employee of any subsidiary of the Company relating to deferrals of compensation for periods after the Effective Date, the principal of the Trust attributable to such contributions shall be subject to the claims of such subsidiary’s creditors in the event of the Insolvency of such subsidiary. Plan Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plans and this Trust Agreement shall be mere unsecured contractual rights of participants and their beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the Company’s general creditors under federal and state law in the event of Insolvency, as defined in Section 3.1 herein. For the avoidance of doubt, from and after the Effective Date, the assets of the Trust shall not be subject to claims of general creditors of CEOC except as, and to the extent, specifically provided in the foregoing provisions of this Section 1.4, and CEOC shall have no claim to, right in or title to the assets held by the Trust; provided that notwithstanding the Settlement Agreement or anything to the contrary contained herein, in the event that any or all of the liabilities under or with respect to the Plans are or are deemed obligations of CEOC or any of its direct or indirect subsidiaries, then CEOC shall be entitled to reimbursement for such liability from the Trust assets.

1.5 The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with the Trustee to augment the principal to be held, administered and disposed of by the Trustee as provided in the Plans and this Trust Agreement. Neither the Trustee nor any Plan Participant or beneficiary shall have any right to compel such additional deposits.

1.6 Upon a “Change of Control” (as defined in the ESSPs and the DCP), the Company shall, as soon as possible, but in no event longer than ninety (90) days following the Change of Control, make an irrevocable contribution to the Trust in an amount that is sufficient to pay each Plan Participant or beneficiary the benefits to which Plan Participants or their beneficiaries would be entitled pursuant to the terms of the Plans as of the date on which the Change of Control occurred.

**ARTICLE TWO**  
**PAYMENTS TO PLAN PARTICIPANTS**  
**AND THEIR BENEFICIARIES**

2.1 The entitlement of a Plan Participant or his or her beneficiaries to benefits under each Plan shall be determined by the Company or such party as it shall designate under such Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in that Plan. No provision in this Trust Agreement shall be construed as affording to a participant under any Plan rights or privileges available under any other Plan. The rights and entitlements of each Plan Participant or beneficiary shall be determined in accordance with each Plan.

2.2 Subject to Article Fourteen, the Company may direct the Trustee to make payment of benefits to Plan Participants or beneficiaries as they become due under the terms of the Plans.

Alternatively, the Company may make payment of benefits directly to Plan Participants or beneficiaries. If the Company elects to make benefit payments directly to the Plan Participants or beneficiaries, the Company shall notify the Trustee of such election prior to the time amounts become payable to Plan Participants or their beneficiaries under the terms of the Plans.

2.3 The Company or a consultant designated by the Company shall provide to the Trustee, at least annually, a schedule showing the account balances of each Plan Participant or beneficiary, the vesting percentage applicable to each account balance and the entitlement of each Plan Participant or beneficiary to a current or future payment under the Plans (the “Payment Schedule”). If a Plan Participant or his beneficiary shall make a request for payment from the Trustee, the Trustee shall obtain from the Company its written authorization to make such payment and from the Company or its designated consultant an updated Payment Schedule that specifically reflects the amount currently payable to any Plan Participant or beneficiary who has requested payment from the Trustee, the form in which such amount is to be paid (as provided for or available under the Plans), and the time of commencement for payment of such amount. Except as otherwise provided herein, the Trustee shall make payments to the Plan Participants and their beneficiaries in accordance with the appropriate Payment Schedule. There shall be no liability on the part of the Trustee with respect to any payment made in accordance with the terms of this Trust Agreement and the most recent Payment Schedule in the possession of the Trustee and at the direction of the Company. At the direction of the Company, the Trustee shall withhold any federal, state or local taxes required to be withheld on benefits paid under the Plans and shall pay amounts withheld to the Company for remittance to the appropriate taxing authorities. The Company shall indemnify and hold harmless the Trustee from any and all liability to which the Trustee may become subject due to the Company’s failure to properly withhold and remit taxes (including FICA) due to the appropriate taxing authorities.

2.4 If the Company provides the Trustee written notification of its intention to cease payment of benefits to Plan Participants and beneficiaries, or to make no future contributions to the Trust, the Trustee shall immediately obtain from the designated consultant, or, if deemed necessary by the Trustee, an actuary selected by the Trustee, an updated Payment Schedule in order to determine the funding status of the Trust. The funding status (the “funding ratio”) shall be determined by dividing the then-current market value of the Trust assets by the total account balances of the Plan Participants or beneficiaries reflected on the Payment Schedule, without regard to whether the accounts, are fully vested. If the funding ratio is less than one (1), all future benefit payments from the Trust shall not exceed the maximum lump-sum or installment payment due to Plan Participants or beneficiaries, multiplied by the funding ratio.

2.5 The designated consultant, or, if deemed necessary by the Trustee, an actuary selected by the Trustee will calculate and record the difference between the amount paid to the Plan Participant or beneficiary from the Trust and the scheduled benefit payment according to the Plan which shall be referred to as the “underpayment.” The underpayment may be made by the Trustee to the affected Plan Participants or their beneficiaries only at such time as the value of the total assets of the Trust is sufficient to support a funding ratio of at least one (1) and to fund the underpayments. The Company may make payment of any underpayment directly to a Plan Participant or beneficiary and will provide written notification to its designated consultant or to the Trustee that it has done so.

ARTICLE THREE  
TRUSTEE RESPONSIBILITY REGARDING PAYMENTS  
TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT

3.1 The Trustee shall cease paying for benefits to Plan Participants and their beneficiaries if the Company is Insolvent. For purposes of the Plan, an entity shall be considered “Insolvent” for purposes of this Trust Agreement if (a) the entity is unable to pay its debts as they become due, or (b) the entity is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

3.2 At all times during the continuance of this Trust, as provided in Section 1.4 hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company’s Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Plan Participants or their beneficiaries.

(b) Unless the Trustee has actual knowledge of the Company’s Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company’s solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company’s solvency.

(c) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments to Plan Participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Company’s general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plans or otherwise.

(d) The Trustee shall resume the payment of benefits to Plan Participants or their beneficiaries in accordance with Article Two of this Trust Agreement only after the Trustee has been directed that the Company is not Insolvent (or is no longer Insolvent).

3.3 Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3.2 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan Participants or their beneficiaries under the terms of the Plans for the period of such discontinuance, less the aggregate amount of any payments made to Plan Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE FOUR  
PAYMENTS TO THE COMPANY

4.1 Except as provided in Articles Two and Three above and as set forth below in this Article Four, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment or benefits have been made to Plan Participants and their beneficiaries pursuant to the terms of the Plans.

4.2 In the event that the Trust shall hold "Excess Assets" (as that term is defined in Section 4.3 below), the committee designated by the Company to carry out the administrative duties of the Company under the Plans (the "Committee"), in its discretion, may direct the Trustee to return part or all of such Excess Assets to the Company.

4.3 "Excess Assets" are assets of the Trust which exceed one hundred twenty percent (120%) of the amounts necessary to pay each Plan Participant or beneficiary the benefits to which such Plan Participants or their beneficiaries are entitled pursuant to the terms of the Plans as of the date the Committee requests that any Excess Assets be returned to the Company, regardless of whether such benefits are vested or payable as of the date the Committee makes its request for Excess Assets.

4.4 The calculations required by Section 4.3 or 4.6 shall be made by the Company's designated consultant or, if deemed necessary by the Trustee, an actuary selected by the Trustee. If the Trustee so requests, the Company or its designated consultant shall provide to the Trustee an updated Payment Schedule in connection with the calculations performed in accordance with Section 4.3 or 4.6.

4.5 Any Excess Assets returned to the Company pursuant to this Article Four shall be returned to the Company in any order of priority directed by the Committee.

4.6 Notwithstanding Section 4.2, in no event shall the Trustee return to the Company pursuant to Section 4.2 all or any part of the assets allocated to the Pre-Merger Subtrust (as defined in Section 14.1), unless the Pre-Merger Subtrust funding ratio (as described in Section 14.9), determined immediately following the return of assets allocated to the Pre-Merger Subtrust to the Company, is not less than one hundred and twenty percent (120%).

ARTICLE FIVE  
INVESTMENT AUTHORITY

5.1 All administrative rights associated with the assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable or rest with Plan Participants, except that voting rights with respect to the Trust assets will be exercised by the Company.

5.2 The Company shall have the right at any time, and from time to time, in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.



5.3 In the administration of the Trust, the Trustee shall have the following powers; however, all powers regarding the investment of the Trust shall be exercised solely pursuant to direction from the Company or its delegated agent or, if applicable, an investment manager, unless the Trustee has been properly delegated investment authority. No enumeration of specific powers herein shall be construed as a limitation on the general powers of the Trustee. The powers of the Trustee include, but are not limited to, the following:

- (a) To hold, as an investment of the Trust, life insurance policies owned by the Company and issued on the lives of current or former employees of the Company, in accordance with the provisions of Article Eight of this Trust Agreement;
- (b) To invest in securities (including stock and rights to acquire stock) or obligations issued by the Company;
- (c) To invest and reinvest in bonds, notes, debentures, stocks (common or preferred), interests in investment companies (whether “open-end mutual funds” or “closed-end mutual funds”), including shares of any investment company, whether or not the Trustee or any of its affiliates provides investment advice or other services to such company and receives compensation for the services provided, options to acquire or sell securities (including “covered call options”), commercial paper, bank repurchase agreements, individual and group annuity contracts, deposit administration contracts, life insurance company separate accounts and pooled investment funds, mortgages, leaseholds, fee interests, personal, corporate and governmental obligations;
- (d) To pledge or mortgage, assign, lease, contract to lease, grant and trade options to purchase, sell for cash or on credit at a private or public sale, convert, redeem, exchange for other securities or other property in which the Trust may be invested under this Trust Agreement or otherwise dispose of any securities or other property at any time held by the Trustee except as otherwise provided by the Plans; no person dealing with the Trustee shall be bound to see to the application or to inquire into the validity, expediency or propriety of such sale or other disposition;
- (e) To retain in cash so much of the Trust as the Trustee deems advisable and to deposit any such cash held in the trust in banking accounts, including banking accounts of the Trustee, without liability for interest, for a period of time as necessary, notwithstanding that the Trustee or an affiliate of the Trustee may benefit directly or indirectly from such uninvested amounts. It is acknowledged that the Trustee’s handling of such amounts is consistent with usual and customary banking and fiduciary practices, and any earnings realized by the Trustee or its affiliates will be compensation for its bank services in addition to its regular fees;
- (f) To settle, compromise, contest or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal proceedings, and to represent the Trust in all suits or legal proceedings;
- (g) As directed by the Company, to exercise any conversion privilege or subscription right available in connection with any securities or property at any time held by the Trustee, to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to the sale, mortgage, pledge or lease

of the property of any corporation, company or association, any of the securities of which may at any time be held by the Trustee; and to do any acts with reference thereto, including the exercise of options, making of agreements or subscriptions, and the payment of expenses, assessments or subscriptions, which may be deemed to be necessary or advisable in connection therewith, and to hold and retain any securities or other property which the Trustee may so acquire;

(h) As directed by the Company, to vote any corporate stock belonging to the Trust and to give proxies or general or limited powers of attorney for the purpose of such voting to other persons, with or without power of substitution;

(i) To borrow money, assume indebtedness, extend mortgages and encumber by mortgage or pledge upon such terms and conditions as may be deemed advisable;

(j) To collect the income, rents, issues, profits and increases of the Trust through such means as are deemed advisable;

(k) To invest all or part of the Trust in interest-bearing deposits with the Trustee or another bank or other federally-insured institution at a reasonable rate of interest, including but not limited to investment in time deposits, savings deposits, certificates of deposit or time accounts;

(l) To consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its duties or obligations hereunder, and Trustee may employ agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties and obligations hereunder. Company shall pay their reasonable compensation and expenses for services by such individuals or entities and if Company does not pay such expenses in a reasonably timely manner, the Trustee may obtain payment from the Trust.

(m) To cause any of the investments of the Trust to be registered in the name of the Trustee or in the name of its nominee, and any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investments submitted for transfer; to make, execute and deliver as Trustee any and all instruments, advances, contracts, waivers, releases or other instruments in writing necessary or proper in the employment of any of the foregoing powers;

(n) To retain any funds or property subject to dispute without liability for the payment of interest, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction; and

(o) To file all tax and other returns and reports required of the Trustee.

5.4 The Trustee, in investing and reinvesting the assets of the Trust, shall be subject to the investment directions issued by the Company (or its designee) in accordance with the terms and provisions of the Plans. No discretionary investment power shall be exercised by the Trustee under this Trust Agreement except upon written acceptance by the Trustee of these responsibilities. Neither the Trustee nor any other person shall be under any duty to question any such direction of the Company or to review any securities or other property acquired or held pursuant to the Company's

directions or to make any suggestions to the Company in connection therewith, and the Trustee shall as promptly as possible comply with any directions given by the Company hereunder. The Trustee shall not be liable, to the extent permitted by law, for compliance with any such directions. The Company may delegate its investment discretion under this Section to the Trustee, and upon written acceptance, the Trustee shall exercise such investment discretion. Any such delegation shall be set forth in the Plans or be made by a written instrument delivered to the Trustee and signed by the Company and the Trustee. All directions of the Company to the Trustee shall be in writing signed by the Company or by such other person as it shall authorize in writing so to act. Notwithstanding any provision of this Trust Agreement to the contrary, the Company hereby agrees to indemnify the Trustee and to hold the Trustee harmless from and against any claim or liability which may be asserted against the Trustee by reason of the Trustee acting on any direction from the Company pursuant to this Section or failing to act in the absence of any such direction.

5.5 The Company may designate an investment manager to direct the Trustee regarding the management, acquisition and distribution of all or a part of the assets of the Trust. Any such investment manager shall be registered as an investment adviser under the Investment Advisers Act of 1940, or shall be a bank, or shall be an insurance company qualified to perform investment management services under the laws of the State of Delaware and shall have acknowledged in writing that he or it is a fiduciary with respect to the Trust. In the event an investment manager is appointed, the Company shall deliver to the Trustee a copy of the instruments appointing the investment manager and evidencing the investment manager's acceptance of such appointment. The Trustee shall follow the written directions of the investment manager regarding the investment and reinvestment of the Trust or such portion thereof as shall be under management by the investment manager and shall exercise to such extent all powers set forth in Section 5.3 as directed by the investment manager until notified in writing by the Company that the appointment of the investment manager has been terminated. The Trustee shall be under no duty or obligation to review any investments to be acquired, held or disposed of pursuant to such directions, nor to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of any of the powers enumerated in Section 5.3. The Trustee shall have no liability or responsibility for acting pursuant to the directions of, or for failing to act in the absence of any directions from, the investment manager. The Company hereby agrees to indemnify the Trustee and hold the Trustee harmless from and against any claim or liability that may be asserted against the Trustee by reason of the Trustee's acting on any direction from an investment manager pursuant to this Section or failing to act in the absence of any such direction.

#### ARTICLE SIX DISPOSITION OF INCOME

6.1 During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

6.2 During the term of this Trust, all income received by the Trust that is allocable to the assets of each Subtrust (as defined in Section 14.4), net of expenses and taxes allocable to such income, shall be accumulated and reinvested and allocated to such Subtrust.

ARTICLE SEVEN  
ACCOUNTING BY THE TRUSTEE

7.1 The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within sixty (60) days following the close of each calendar year (or such other plan year determined by the Company and the Trustee) and within sixty (60) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding plan year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such plan year or as of the date of such removal or resignation, as the case may be.

7.2 The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made with respect to each Subtrust, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within sixty (60) days following the close of each plan year and within sixty (60) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of each Subtrust during such year or during the period from the close of the last preceding plan year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by the Trustee with respect to each Subtrust, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in such Subtrust at the end of such plan year or as of the date of such removal or resignation, as the case may be.

ARTICLE EIGHT  
RESPONSIBILITY OF THE TRUSTEE

8.1 The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company that is contemplated by, and in conformity with the terms of this Trust, and is given in writing by the Company. The Company shall indemnify and hold harmless the Trustee, its officers, employees, and agents from and against all liabilities, losses, and claims (including reasonable attorney's fees and costs of defense) for actions taken or omitted by the Trustee in accordance with the terms of this Trust, unless the Trustee has violated the Act or any other applicable law or has been negligent or has engaged in willful misconduct or has acted in bad faith. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

8.2 The Trustee shall have, without exclusion, all powers conferred on trustees by applicable law, unless expressly provided otherwise herein; provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy other than to a successor Trustee or to an insurance

carrier to effect a tax-free exchange of policies under Section 1035 of the Code, or to loan to any person the proceeds of any borrowing against such policy. The Trustee shall have the right to effect a voluntary conversion of the policy to a different form. The Trustee shall not be liable for the failure or omission of any insurance company for any reason to pay any benefits or furnish any services under the policies or contracts.

8.3 However, notwithstanding the provisions of Section 8.2 above, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust.

8.4 Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom within the meaning of section 301.7701-2 of the Procedure and Administration Regulations promulgated pursuant to the Code.

#### ARTICLE NINE COMPENSATION AND EXPENSES OF THE TRUSTEE

The Trustee shall be entitled to reasonable compensation for the services it renders under this Trust. The Company shall pay all fees and expenses associated with the administration of the Trust, including the Trustee's fees and expenses. If not so paid, the fees and expenses shall be paid from the Trust.

#### ARTICLE TEN RESIGNATION AND REMOVAL OF THE TRUSTEE

10.1 The Trustee may resign at any time by written notice to the Company, which shall be effective thirty (30) days after receipt of such notice unless the Company and the Trustee agree otherwise.

10.2 The Trustee may be removed by the Company on thirty (30) days notice or upon shorter notice accepted by the Trustee.

10.3 Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within thirty (30) days after receipt of all information reasonably required by the Trustee to transfer assets to the successor Trustee, unless the Company extends the time limit.

10.4 If the Trustee resigns or is removed, a successor shall be appointed, in accordance with Article Eleven hereof, by the effective date of resignation or removal under Section 10.1. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

#### ARTICLE ELEVEN APPOINTMENT OF SUCCESSOR

11.1 If the Trustee resigns or is removed in accordance with Section 10.1 or Section 10.2 hereof, the Company may appoint any third party, such as a bank trust department or other party that

may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor Trustee to evidence the transfer.

11.2 The successor Trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Articles Seven and Eight hereof. The successor Trustee shall not be responsible for and the Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes the successor Trustee.

## ARTICLE TWELVE AMENDMENT OR TERMINATION

12.1 This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall (a) conflict with the terms of the Plans, (b) make the Trust revocable, (c) amend Section 4.6 or 6.2, or (d) amend Article Fourteen to permit the payment of any benefit payments (or portions thereof) attributable to the Post-Merger Subaccounts (as defined in Section 14.7) of the accounts of Plan Participants or beneficiaries in the Plans from the Pre-Merger Subtrust (as defined in Section 14.1). In the event of a conflict between an amendment to this Trust Agreement and the Plans, the Plans shall control and there shall be no liability on the part of the Trustee resulting from its execution of an amendment the terms of which conflict with the Plans.

12.2 The Trust shall not terminate until the date on which participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plans. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Company.

12.3 Upon written approval of Plan Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plans, the Company may terminate this Trust prior to the time all benefit payments owed to Plan Participants and beneficiaries under the Plans have been made. All assets in the Trust at termination shall be returned to the Company.

## ARTICLE THIRTEEN MISCELLANEOUS

13.1 Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

13.2 Benefits payable to the Plan Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishments, levy, execution or other legal or equitable process.

13.3 This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

ARTICLE FOURTEEN  
SUBTRUSTS

14.1 Effective as of the Merger (as defined below), a subaccount (the “Pre-Merger Subtrust”) shall be established under the Trust, and all of the assets held in the Trust as of the effective time of the Merger shall be allocated to the Pre-Merger Subtrust. The Pre-Merger Subtrust shall be maintained as part of the Trust and the assets allocated thereto shall be held by the Trustee in accordance with the terms and conditions of the Trust Agreement.

14.2 Effective as of the Merger, a subaccount (the “Post-Merger Subtrust”) shall be established under the Trust, and none of the assets held in the Trust as of the effective time of the Merger shall be allocated to the Post-Merger Subtrust. The Post-Merger Subtrust shall be maintained as part of the Trust and the assets allocated thereto shall be held by the Trustee in accordance with the terms and conditions of the Trust Agreement.

14.3 Any contributions made by the Company to the Trust in accordance with Section 1.6 on and after January 28, 2008 (the effective date of the Merger) shall be allocated to the Pre-Merger Subtrust.

14.4 Any contributions made by the Company to the Trust under Section 1.5 on or after January 28, 2008 shall be allocated to the Pre-Merger Subtrust or the Post-Merger Subtrust (each, a “Subtrust”), as specified in a written direction of the Company to the Trustee.

14.5 The Company may direct the Trustee to make payment of benefits from the Pre-Merger Subtrust to a Plan Participant or beneficiary as such benefit payments become due under the terms of the Plans. Except as provided in Section 3.2, the Trustee shall make such benefit payments (or portions thereof) only to the extent such benefit payments (or portions thereof) are attributable to the Pre-Merger Subaccounts (as defined in Section 14.7) of such Plan Participant’s or beneficiary’s accounts in the Plans. In no event shall the Trustee make such benefit payments (or portions thereof) from the Pre-Merger Subtrust to the extent that such benefit payments (or portions thereof) are attributable to the Post-Merger Subaccounts of such Plan Participant’s or beneficiary’s accounts in the Plans, except as provided in Section 3.2.

14.6 The Company may direct the Trustee to make payment of benefits from the Post-Merger Subtrust to a Plan Participant or beneficiary as such benefit payments become due under the terms of the Plans.

14.7 The Company establish and maintain two subaccounts (a “Pre-Merger Subaccount” and a “Post-Merger Subaccount” and, collectively, the “Subaccounts”) for each of the Plan accounts of a Plan Participant or beneficiary in accordance with this Section 14.7. Such Subaccounts shall comprise portions of a Plan Participant’s or beneficiary’s Plan account and shall be maintained for purposes of accounting for the Trust assets and determining the Plan benefit payments to be made from the Subtrust under the Trust.

(a) The Company shall establish and maintain a Pre-Merger Subaccount under each of the Plan accounts of a Plan Participant or beneficiary. Effective as of the Merger under the terms of the applicable Plan, the balance in such Plan account (determined without regard to the vested interest of such Plan Participant or beneficiary) shall be credited to the Pre-Merger Subaccount in such Plan account. All deferrals and contributions credited to such

Plan account on or before the Merger under the terms of the applicable Plan shall be credited to such Pre-Merger Subaccount. No deferrals or contributions credited to the Plan account after the Merger under the terms of the applicable Plan shall be credited to such Pre-Merger Subaccount. Such Pre-Merger Subaccount shall be adjusted to reflect investment gains and losses attributable to the portion of the Plan account allocable to such Pre-Merger Subaccount, and shall be debited to reflect distributions and forfeitures of the Plan benefits attributable to the portion of the Plan account allocable to such Pre-Merger Subaccount.

(b) The Company shall establish and maintain a Post-Merger Subaccount under each of the Plan accounts of a Plan Participant or beneficiary. No deferrals or contributions credited to the Plan account on or before the Merger under the terms of the applicable Plan shall be credited to such Post-Merger Subaccount. All deferrals and contributions credited to such Plan account after the Merger under the terms of the applicable Plan shall be credited to such Post-Merger Subaccount. Such Post-Merger Subaccount shall be adjusted to reflect investment gains and losses attributable to the portion of the Plan Account allocable to such Post-Merger Subaccount, and shall be debited to reflect distributions and forfeitures of Plan benefits attributable to the portion of the Plan Account allocable to such Post-Merger Subaccount.

14.8 For purposes of this Article, the “Merger” shall mean the merger of Hamlet Merger Inc. with and into the Company pursuant to the Agreement and Plan of Merger, dated as of December 19, 2006, by and among Hamlet Holdings LLC, Hamlet Merger Inc. and Harrah’s Entertainment, Inc.

14.9 The Company or a consultant designated by the Company shall provide the Trustee with schedules showing the balances in the Subaccounts of a Plan Participant’s or beneficiary’s Plan accounts as follows.

(a) The Company or a consultant designated by the Company shall provide to the Trustee, at least annually, as part of the Payment Schedule provided in accordance with Section 2.3, a schedule showing the balances of the Subaccounts in the Plan accounts of each Plan Participant or beneficiary. If a Plan Participant or his beneficiary shall make a request for payment from the Trustee in accordance with Section 2.3, the updated Payment Schedule provided by the Company or its designated consultant in accordance with Section 2.3 shall specifically reflect the amounts currently payable from such Subaccounts. Except as otherwise provided herein, the Trustee shall make payments to the Plan Participants and their beneficiaries in accordance with the appropriate Payment Schedule and the schedules showing the balances in the Subaccounts in the Plan accounts of the Plan Participants and beneficiaries.

(b) If the Company provides the Trustee written notification of its intention to cease payment of benefits to Plan Participants and beneficiaries, or to make no future contributions to the Trust, in accordance with Section 2.4, the Trustee shall immediately obtain from the designated consultant, or, if deemed necessary by the Trustee, an actuary selected by the Trustee, as part of the updated Payment Schedule in accordance with Section 2.4, an updated schedule showing the balances of the Subaccounts in the Plan accounts of each Plan Participant or beneficiary in order to determine the funding status of the Pre-Merger Subtrust and the Post-Merger Subtrust. The funding status of the Pre-Merger Subtrust (the “Pre-Merger Subtrust funding ratio”) shall be determined by dividing the then current



market value of the Trust assets allocated to the Pre-Merger Subtrust by the total of the balances in the Pre-Merger Subaccounts in the Plan accounts of the Plan Participants or beneficiaries reflected on the Payment Schedule, without regard to whether the accounts are fully vested. If the Pre-Merger Subtrust funding ratio is less than one (1), all future benefit payments from the Pre-Merger Subtrust shall not exceed the maximum lump-sum or installment payment due to Plan Participants or beneficiaries from such Plan Participant's or beneficiary's Pre-Merger Subaccounts, multiplied by the Pre-Merger Subtrust funding ratio. The funding status of the Post-Merger Subtrust (the "Post-Merger Subtrust funding ratio") shall be determined by dividing the then current market value of the Trust assets allocated to the Post-Merger Subtrust by the total of the balances in the Post-Merger Subaccounts in the Plan accounts of the Plan Participants or beneficiaries reflected on the Payment Schedule, without regard to whether the accounts are fully vested. If the Post-Merger Subtrust funding ratio is less than one (1), all future benefit payments from the Post-Merger Subtrust shall not exceed the maximum lump-sum or installment payment due to Plan Participants or beneficiaries from such Plan Participant's or beneficiary's Post-Merger Subaccounts, multiplied by the Post-Merger Subtrust funding ratio.

(c) The designated consultant, or, if deemed necessary by the Trustee, an actuary selected by the Trustee shall calculate and record the difference between the amount paid to the Plan Participant or beneficiary from the Pre-Merger Subaccounts and the scheduled benefit payment from the Pre-Merger Subaccounts according to the applicable Plan which shall be referred to as the "Pre-Merger Sub account underpayment." The Pre-Merger Subaccount underpayment may be made by the Trustee to the affected Plan Participants or their beneficiaries only at such time as the value of the total assets of the Trust allocated to the Pre-Merger Subtrust is sufficient to support a Pre-Merger Subtrust funding ratio of at least one (1) and to fund the Pre-Merger Subaccount underpayments. The Company may make payment of any Pre-Merger Subaccount underpayment directly to a Plan Participant or beneficiary and will provide written notification to its designated consultant or to the Trustee that it has done so.

(d) The designated consultant, or, if deemed necessary by the Trustee, an actuary selected by the Trustee shall calculate and record the difference between the amount paid to the Plan Participant or beneficiary from the Post-Merger Subaccounts and the scheduled benefit payment from the Post-Merger Subaccounts according to the applicable Plan which shall be referred to as the "Post-Merger Subaccount underpayment." The Post-Merger Subaccount underpayment may be made by the Trustee to the affected Plan Participants or their beneficiaries only at such time as the value of the total assets of the Trust allocated to the Post-Merger Subtrust is sufficient to support a Post-Merger Subtrust funding ratio of at least one (1) and to fund the Post-Merger Subaccount underpayments. The Company may make payment of any Post-Merger Subaccount underpayment directly to a Plan Participant or beneficiary and will provide written notification to its designated consultant or to the Trustee that it has done so.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Company and the Trustee have caused this Trust Agreement to be executed by their duly authorized representatives on the 12<sup>th</sup> day of December, 2016.

CAESARS ENTERTAINMENT CORPORATION

By: /s/ Timothy Donovan

Its: Executive VP & General Counsel

WELLS FARGO BANK, N.A.

By: /s/ Gaye Borden

Its: VP, IR & T



October 6, 2017

## **Caesars Entertainment Announces CEOC's Emergence From Bankruptcy**

### **— Completes Merger with Caesars Acquisition**

### **— Combined Company Poised to Invest in Growth With \$2 Billion Cash, Reduced Leverage and Interest Expense and Simplified Capital Structure**

LAS VEGAS, Oct. 6, 2017 /PRNewswire/ — Caesars Entertainment Corporation (“Caesars Entertainment” or the “Company”) (NASDAQ: CZR) today announced the completion of its previously announced merger with Caesars Acquisition Company (“CAC”) and the conclusion of the restructuring of Caesars Entertainment Operating Company, Inc. (“CEOC”) and its debtor subsidiaries. As a result of these transactions, the newly restructured Caesars Entertainment is positioned to further invest in its growth strategy and realize the benefits of a simpler and less leveraged capital structure. Conclusion of CEOC’s bankruptcy requires completion of a number of procedural steps which will occur during the course of the day.



**CAESARS**  
**ENTERTAINMENT®**

“The conclusion of CEOC’s restructuring leaves Caesars Entertainment with an expected enterprise value of approximately \$20 billion based on yesterday’s closing prices. With reduced leverage, increased free cash flow and the new REIT structure, we are positioned with a solid foundation to pursue a diversified growth strategy,” said Mark Frissora, President and Chief Executive Officer of Caesars Entertainment. “Throughout the restructuring process, Caesars has invested significantly to upgrade and renovate its facilities. Total capex from 2015-2017 is expected to exceed \$1.5 billion, which will benefit the company going forward. We are also executing hundreds of initiatives to generate incremental revenue, as well as to enhance operational efficiency, guest experiences and employee engagement through technology-driven innovation and process improvement.”

Since the beginning of 2015, Caesars Entertainment has significantly improved its operations with over \$700 million of Adjusted EBITDA improvement and more than 770 basis points of Adjusted EBITDA margin expansion achieved. As a result of the restructuring, debt has been reduced by more than \$16 billion, excluding the capitalization of the \$640 million per year lease obligation.

Caesars Entertainment has further enhanced its strong free cash flow profile through opportunistic refinancings that have resulted in combined interest savings of approximately \$270 million. These savings include the anticipated benefits of refinancing all Caesars Entertainment Resort Properties, LLC (“CERP”) and Caesars Growth Properties Holdings, LLC (“CGPH”) debt. These refinancings are expected to close later this year.

Caesars Entertainment is well placed to support continued investment in growth and value creation opportunities, as well as initiatives targeting further enhancements in customer satisfaction and employee engagement, including:

- *Leveraging Significant Presence in Growing Las Vegas* - Caesars Entertainment will continue to update its room product in Las Vegas in line with its positive long-term outlook for this market. In addition, the Company is advancing the development of a convention center and other opportunities to monetize large, underutilized commercial scale properties adjacent to the Las Vegas strip in its real estate portfolio.
- *Pursuing Network Expansion Opportunities* - Caesars Entertainment anticipates unlocking new opportunities for organic and inorganic growth across global markets supported by a strong free cash flow profile following CEOC's emergence from bankruptcy.
- *Building on Proven Management Execution* - Caesars Entertainment is primed to further improve its financial and operating performance with hundreds of discrete projects under the Company's Office of Continuous Improvement and through the deployment of new best-in-class, secure, cloud-based enterprise-wide technology solutions.
- *Enhancing the Strongest Loyalty Program in the Gaming Industry* - With more than 50 million Total Rewards members, Caesars Entertainment is driving revenue growth through technology enhancements in its marketing and engagement channels, such as the application of machine learning to customer behavioral data.
- *Taking Advantage of New Capital Structure* - With approximately \$2 billion in cash, and growing cash flow, Caesars Entertainment is well positioned to invest in future growth.

#### A Simpler Operating Structure

Under the terms of the previously announced merger, CAC stockholders each received 1.625 shares of Caesars Entertainment common stock per share of CAC Class A common stock. Additionally, CEOC has separated virtually all of its U.S.-based real property assets from its gaming operations with Caesars Entertainment continuing to own and manage the gaming operations. These real property assets are now held in a newly created real estate investment trust called VICI Properties, Inc. ("VICI") owned by certain of CEOC's former creditors.

Caesars Entertainment will pay rent to VICI as it continues to operate the properties. Material decisions related to these properties - such as renovations or other significant projects - will be made by Caesars Entertainment in collaboration with VICI's board and management. Similarly, Caesars Entertainment and VICI may at times partner on these and other development and growth investments.

#### New Board of Directors

Caesars Entertainment today also announced the appointment of its new Board of Directors in connection with the completion of the CAC merger and the conclusion of CEOC's restructuring. For more information on Caesars Entertainment's new Board of Directors please refer to the separately issued press release: [<http://investor.caesars.com/releases.cfm>].

#### **About Caesars Entertainment Corporation**

Caesars Entertainment Corporation is the world's most diversified casino-entertainment provider and the most geographically diverse U.S. casino-entertainment company. Caesars Entertainment is mainly comprised of the following three entities: the wholly owned operating subsidiaries CEOC, Caesars Entertainment Resort Properties, LLC and Caesars Growth Partners, LLC. Since its beginning in Reno, Nevada, in 1937, Caesars Entertainment has grown through development of new resorts, expansions and acquisitions and its portfolio of subsidiaries now operate 47 casinos in 13 U.S. states and five countries. Caesars Entertainment's resorts operate primarily under the Caesars®, Harrah's® and Horseshoe® brand names. Caesars Entertainment's portfolio also includes the Caesars Entertainment UK family of casinos. Caesars Entertainment is focused on building loyalty and value with its guests through a unique combination of great service, excellent products, unsurpassed distribution, operational excellence and technology leadership. Caesars Entertainment is committed to environmental sustainability and energy conservation and recognizes the importance of being a responsible steward of the environment. For more information, please visit [www.caesars.com](http://www.caesars.com).

#### **Forward Looking Information**

This release includes "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. In particular, they include statements relating to, among other things, Caesars Entertainment's plans, strategies and opportunities following the restructuring of CEOC, Caesars Entertainment's expected market capitalization and certain refinancing transactions. You can identify these statements by the fact that they do not relate strictly to historical or current facts. Further, these statements contain words such as "will," "continue," "may," "expect," "believe," "could," "primed," "positioned," "anticipate" or "opportunities", or the negative or other variations thereof or comparable terminology. These forward-looking statements are based on current expectations and projections about future events.

Investors are cautioned that forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that cannot be predicted or quantified, and, consequently, the actual performance of Caesars Entertainment may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, the following factors, and other factors described from time to time in Caesars Entertainment's reports filed with the Securities and Exchange Commission (including the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained therein):

- the impact of our new operating structure post-emergence;
- the effects of local and national economic, credit, and capital market conditions on the economy, in general, and on the gaming industry, in particular;
- the ability to realize improvements in our business and results of operations through our property renovation investments, technology deployments, business process improvement initiatives and other continuous improvement initiatives;
- the ability to take advantage of opportunities to grow our revenue;
- the impact of our substantial indebtedness and lease obligations and the restrictions in our debt and lease agreements;
- access to available and reasonable financing on a timely basis, including the ability of Caesars Entertainment to refinance its indebtedness on acceptable terms;
- the ability of our customer tracking, customer loyalty, and yield management programs to continue to increase customer loyalty and same-store or hotel sales;
- changes in laws, including increased tax rates, smoking bans, regulations or accounting standards, third-party relations and approvals, and decisions, disciplines and fines of courts, regulators and governmental bodies;
- our ability to recoup costs of capital investments through higher revenues;
- abnormal gaming holds ("gaming hold" is the amount of money that is retained by the casino from wagers by customers);
- the effects of competition, including locations of competitors, competition for new licenses, and operating and market competition;
- the ability to timely and cost-effectively integrate companies that we acquire into our operations;
- the potential difficulties in employee retention and recruitment;
- construction factors, including delays, increased costs of labor and materials, availability of labor and materials, zoning issues, environmental restrictions, soil and water conditions, weather and other hazards, site access matters, and building permit issues;
- litigation outcomes and judicial and governmental body actions, including gaming legislative action, referenda, regulatory disciplinary actions, and fines and taxation;
- acts of war or terrorist incidents, (including the impact of the recent mass shooting in Las Vegas on tourism), severe weather conditions, uprisings or natural disasters, including losses therefrom, losses in revenues and damage to property, and the impact of severe weather conditions on our ability to attract customers to certain of our facilities;
- the effects of environmental and structural building conditions relating to our properties;
- a disruption, failure or breach of our network, information systems or other technology, or those of our vendors, on which we are dependent;
- risks and costs associated with protecting the integrity and security of internal, employee and customer data;
- access to insurance on reasonable terms for our assets; and
- the impact, if any, of unfunded pension benefits under multiemployer pension plans.

Any forward-looking statements are made pursuant to the Private Securities Litigation Reform Act of 1995 and, as such, speak only as of the date made. Caesars Entertainment disclaims any obligation to update the forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date stated or, if no date is stated, as of the date of this release.

View original content with multimedia: <http://www.prnewswire.com/news-releases/caesars-entertainment-announces-ceocs-emergence-from-bankruptcy-300532454.html>

SOURCE Caesars Entertainment Corporation

News Provided by Acquire Media



October 6, 2017

**Caesars Entertainment Announces New Board of Directors Following Completion of Restructuring of CEOC**

**James Hunt Named Chairman**

LAS VEGAS, Oct. 6, 2017 /PRNewswire/ — Caesars Entertainment Corporation (NASDAQ: CZR) (“Caesars Entertainment”) today announced its new Board of Directors (the “Board”) following the completion of its previously announced merger with Caesars Acquisition Company (“CAC”) and the conclusion of the restructuring of Caesars Entertainment Operating Company, Inc. (“CEOC”) and its debtor subsidiaries.



The members of the new Board selected James Hunt to be Chairman. Mr. Hunt brings a significant depth and breadth of business expertise gained during his 10 years at The Walt Disney Company and 15 years at Ernst & Young. Mr. Hunt also brings extensive board experience serving as a director for Brown & Brown, Inc., The St. Joe Company and Penn Mutual Life Insurance Co. in recent years, as well as the Nemours Foundation and Children’s Hospital Los Angeles.

“It is an honor to have been designated as Chairman of the Board of Caesars Entertainment,” said Mr. Hunt. “Caesars is a leader in gaming and entertainment with strong brands, first-class properties and talented people. I am committed to working tirelessly with our Board colleagues and our management team to drive long-term value creation.”

Mark Frissora, President and Chief Executive Officer of Caesars Entertainment, will remain an executive member of the Board.

“The completion of the merger and restructuring process present Caesars Entertainment with the opportunity to continue on our path of growth and value creation,” Mr. Frissora said. “I look forward to partnering with Jim and all of the members of the incoming board to continue to take steps to unlock new growth opportunities.”

Along with Messrs. Hunt and Frissora, members of the Board include Thomas Benninger, John Boushy, John Dionne, Matthew Ferko, Don Kornstein, David Sambur, Richard Schifter, Marilyn Spiegel and Christopher Williams.

## Completion of Merger and Restructuring

Caesars Entertainment today also announced the completion of its previously announced merger with CAC and the conclusion of the restructuring of its CEOC and its debtor subsidiaries. For more information on the newly restructured Caesars Entertainment and its opportunities to further invest in its growth strategy and realize the benefits of a simpler and less leveraged capital structure, please refer to the separately issued press release: [<http://investor.caesars.com/releases.cfm>].

## **Director Biographies**

*James Hunt* served as Chief Financial Officer and Executive Vice President of Walt Disney Parks and Resorts Worldwide from 2003 to 2012. He currently serves on the boards of directors of Brown & Brown, Inc., The St. Joe Company and Penn Mutual Life Insurance Co., as well as Nemours Foundation and Children's Hospital Los Angeles. Mr. Hunt holds a Bachelor of Science, Summa cum Laude, in Business Administration from the University of Central Florida. Additionally, Mr. Hunt is a Certified Public Accountant with an active license in the state of Florida.

*Mark Frissora* became a member of Caesars Entertainment's board of directors in February 2015. Mr. Frissora serves as Caesars Entertainment's Chief Executive Officer and President. Mr. Frissora has 41 years of business experience that spans all levels of management and functional roles, including Chairman and CEO of two Fortune 500 companies over the last 14 years. Prior to joining Caesars Entertainment, he served as the Chairman and Chief Executive Officer of Hertz Global Holdings, Inc. from July 2006 until September 2014. Prior to joining Hertz in July 2006, Mr. Frissora led Tenneco, Inc., where he served as Chairman and Chief Executive Officer from January 2000 to July 2006. He also serves as a director of Delphi Automotive PLC, where he is a member of its nominating and governance committee and chairman of its compensation committee. Mr. Frissora previously served on the boards of directors of Walgreens Boots Alliance, FMC Corporation and NCR Corporation, in addition to Hertz and Tenneco. Mr. Frissora holds a bachelor's degree from The Ohio State University and has completed executive development programs at Babson College and the Thunderbird International School of Management. He is a member of the CEO Roundtables of the American Gaming Association and the U.S. Travel Association.

*Thomas Benninger* founded and has been a Managing General Partner of Global Leveraged Capital, LLC, a private investment advisory firm, since 2006. Mr. Benninger has served on the boards of directors of Revel AC, Inc., Squaw Valley Ski Corporation, and Affinity Gaming, LLC, and was the Chairman of the board of managers of Tropicana Entertainment, LLC. He currently serves as the Chairman of the boards of directors of Video King Acquisition Corp. and Truckee Gaming, LLC. Mr. Benninger holds a Bachelor of Arts degree in Economics and a Master of Business Administration degree from Stanford University. He was a Certified Public Accountant in California.

*John Boushy* served as Senior Advisor of Zolfo Cooper, a financial and operational restructuring firm, representing the second-priority noteholders of CEOC, from February 2015 to December 2016. Prior to that, from July 2010 to December 2014, Mr. Boushy advised the board of directors of The Cosmopolitan of Las Vegas, a new property on the Las Vegas Strip, on areas including property branding, operations, marketing, financial performance and investment opportunities for capital investment. In 2008, Mr. Boushy founded Boushy Consulting, LLC, and subsequently co-founded ReelMetrics, a gaming-centric data sciences service for the casino industry. Before serving as President and CEO of Ameristar Casinos, Inc. from 2006 to 2008, Mr. Boushy served in various senior roles at The Promus Companies and Harrah's Entertainment, Inc., Caesars Entertainment's predecessor companies. Mr. Boushy currently serves on the board of directors of ReelMetrics Holding B.V., previously served on the boards of directors of C2Rewards, Inc., City of Hope, and Ameristar Casinos, Inc. He holds a Bachelor's Degree from North Carolina State University and a Master's degree from North Carolina State University.

*John Dionne* has been a Senior Advisor of the Blackstone Group L.P., an investment firm, since July, 2013 and a Senior Lecturer in the Finance Unit of the Harvard Business School since January, 2014. Until he retired from his position as a Senior Managing Director at Blackstone in June 2013, Mr. Dionne was Global Head of its Private Equity Business Development and Investor Relations Groups and served as a member of Blackstone's Private Equity Investment and Valuation Committees. Mr. Dionne originally joined Blackstone in 2004 as the Founder and Chief Investment Officer of the Blackstone Distressed Securities Fund. Before joining Blackstone, Mr. Dionne was for several years a Partner and Portfolio Manager for Bennett Restructuring Funds, specializing in financially troubled companies, during which time he also served on several official and ad-hoc creditor committees. He is a Chartered Financial Analyst and Certified Public Accountant (inactive). Mr. Dionne currently serves as a member of the boards of directors of Cengage Learning Holdings II, Inc., Momentive Performance Materials, Inc., and Pelmorex Media, Inc. He previously served as a member of the boards of directors of several companies and not-for profit organizations. Mr. Dionne holds a Bachelor of Science degree from the University of Scranton, and a Master of Business Administration from Harvard Business School.

*Matthew Ferko* has over 21 years of experience as an institutional investor in the distressed space, with a particular expertise in the gaming and lodging sectors. From 2006 through 2012, Mr. Ferko served as a senior distressed debt analyst for Franklin Templeton Investments Mutual Series Funds, where he was responsible for generating investment ideas for a deep value mutual fund with approximately \$65 billion of assets under management. Prior to joining Franklin Templeton Investments in 2006, Mr. Ferko was a Vice President and Director of Investments, Distressed Securities at Harbinger Capital Partners (formerly known as Harbert Management Corporation) from 2004 until 2005. Mr. Ferko also was the Head of U.S. Distressed Debt Research at UBS from 2000 to 2004, during which time he served as a member of the board of Chi Energy. Prior to joining UBS, Mr. Ferko was a Director at ING Barings. Mr. Ferko earned his M.B.A. from New York University, Leonard N. Stern School of Business, and he holds a Bachelor of Science degree from Miami University, where he graduated magna cum laude.

*Don Kornstein* founded and has served as the managing member of the strategic, management and financial consulting firm Alpine Advisors LLC. Mr. Kornstein served on the board of directors of CAC from January 2014 until the merger with Caesars Entertainment. He previously served as a non-executive director on the board of Gala Coral Group, Ltd., a diversified gaming company based in the United Kingdom, from June 2010 until its merger with Ladbrokes PLC in November 2016. He has served on the boards of directors of Affinity Gaming, Inc. (Chairman), a casino gaming company, from March 2010 until January 2014, Bally Total Fitness Corporation (Chairman & Chief Restructuring Officer), Circuit City Stores, Inc., Cash Systems, Inc., Shuffle Master, Inc. and Varsity Brands, Inc. Mr. Kornstein served as Chief Executive Officer, President and Director of Jackpot Enterprises, Inc., which was a NYSE-listed gaming company until its sale, and was an investment banker and Senior Managing Director of Bear, Stearns & Co. Inc. Mr. Kornstein earned his Bachelor of Arts degree, Magna Cum Laude, from the University of Pennsylvania and his Master of Business Administration from Columbia University Graduate School of Business.

*David Sambur* became a member of Caesars Entertainment's board of directors in November 2010. Mr. Sambur is a Senior Partner of Apollo, having joined in 2004. Mr. Sambur has experience in financing, analyzing, investing in and/or advising public and private companies and their boards of directors. Prior to joining Apollo, Mr. Sambur was a member of the Leveraged Finance Group of Salomon Smith Barney Inc. Mr. Sambur serves on the boards of directors of AP Gaming Holdco, Inc., CareerBuilder, ClubCorp, Coinstar, LLC, Diamond Resorts International Inc., Rackspace Inc., EcoATM, LLC and Redbox Automated Retail, LLC. Mr. Sambur previously served on the boards of directors of Hexion Holdings, LLC, Momenite Performance Materials, Inc. and Verso Paper Corporation. Mr. Sambur is also a member of the Mount Sinai Department of Medicine Advisory Board. Mr. Sambur graduated summa cum laude and Phi Beta Kappa from Emory University with a bachelor's degree in economics.

*Richard Schifter* became a member of Caesars Entertainment's board of directors in May 2017. Mr. Schifter is a senior advisor at TPG. He was a partner at TPG from 1994 through 2013. Prior to joining TPG, Mr. Schifter was a partner at the law firm of Arnold & Porter in Washington, D.C., where he specialized in bankruptcy law and corporate restructuring. He joined Arnold & Porter in 1979 and was a partner from 1986 through 1994. Mr. Schifter currently serves on the boards of directors of LPL Financial Holdings, Inc. and American Airlines Group and on the board of overseers of the University of Pennsylvania Law School. Mr. Schifter is also a member of the board of directors of Youth, I.N.C. (Improving Non-Profits for Children). Mr. Schifter received a B.A. with distinction from George Washington University and a law degree, cum laude from the University of Pennsylvania Law School in 1978.

*Marilyn Spiegel* has over twenty years of experience in human resources and operations at Harrah's Entertainment. She served as President of Wynn Las Vegas & Encore from December 2010 through February 2013; President of five Caesars Las Vegas Strip properties from January 2004 through November 2010; Senior Vice President of Human Resources at Harrah's Entertainment from June 1999 through December 2003; and General Manager of Harrah's Shreveport from August 1997 through June 1999. She currently serves on the boards of directors of Catholic Charities of Southern Nevada, Girl Scouts of Southern Nevada, and Nicholas & Co. Ms. Spiegel holds a Bachelor of Science degree in Marketing and a Master of Education degree from the University of Utah.

*Christopher Williams* became a member of Caesars Entertainment's board of directors in April 2008. Mr. Williams has been Chairman of the board of directors and Chief Executive Officer of Williams Capital Group, L.P., an investment bank, since 1994, and Chairman of the Board and Chief Executive Officer of Williams Capital Management, LLC, an investment management firm, since 2002. Mr. Williams also serves on the boards of directors for Cox Enterprises, Inc., The Clorox Company, and Ameriprise Financial, Inc., Mr. Williams also serves on the board of directors of the Lincoln Center for the Performing Arts and The Partnership for New York City and is also chairman of the board of overseers of the Tuck School of Business at Dartmouth College. He previously served on the board of directors of Wal-Mart Stores, Inc. Mr. Williams holds a bachelor's degree from Howard University and an M.B.A. from Dartmouth College's Tuck School of Business.

### **About Caesars Entertainment Corporation**

Caesars Entertainment is the world's most diversified casino-entertainment provider and the most geographically diverse U.S. casino-entertainment company. Caesars Entertainment is mainly comprised of the following three entities: the wholly owned operating subsidiaries CEOC, Caesars Entertainment Resort Properties, LLC and Caesars Growth Partners, LLC. Since its beginning in Reno, Nevada in 1937. Caesars Entertainment has grown through development of new resorts, expansions and acquisitions and its portfolio of subsidiaries now operate 47 casinos in 13 U.S. states and five countries. Caesars Entertainment's resorts operate primarily under the Caesars®, Harrah's® and Horseshoe® brand names. Caesars Entertainment's portfolio also includes the London Clubs International family of casinos. Caesars Entertainment is focused on building loyalty and value with its guests through a unique combination of great service, excellent products, unsurpassed distribution, operational excellence and technology leadership. Caesars Entertainment is committed to environmental sustainability and energy conservation and recognizes the importance of being a responsible steward of the environment. For more information, please visit [www.caesars.com](http://www.caesars.com).



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SOURCE Caesars Entertainment Corporation

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## SEPARATION AGREEMENT

This SEPARATION AGREEMENT, dated as of October 6, 2017 (this “Agreement”), and effective as of the Effective Date (as such term is defined in the Bankruptcy Plan (defined below)), is by and between Caesars Entertainment Operating Company, Inc., a Delaware corporation (“OpCo”), and VICI Properties Inc., a Maryland corporation (“REIT”).

### RECITALS

WHEREAS, commencing on January 15, 2015, OpCo and certain of OpCo’s direct and indirect Subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”), jointly administered under Case No. 15-01145, and on January 17, 2017 the Bankruptcy Court confirmed the “Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code” (as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of Article X thereof, the “Bankruptcy Plan”); and

WHEREAS, the Debtors will transfer to REIT, directly or indirectly, including to certain direct and indirect Subsidiaries of REIT, the REIT Assets (as defined below) in accordance with the restructuring transactions set forth in Exhibit A hereto (the “Restructuring Transactions”).

NOW, THEREFORE, pursuant to the Confirmation Order (as defined in the Bankruptcy Plan), and in consideration of the premises and the terms contained herein and in the Bankruptcy Plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Agreement, the definition of capitalized terms used but not otherwise defined herein shall have the meanings specified in Schedule 1.

### ARTICLE II

#### THE RESTRUCTURING

Section 2.1 Transfer of Assets; Assumption of Liabilities. On or prior to the Effective Date, in order to effect the Restructuring Transactions and in accordance with the Bankruptcy Plan: (i) OpCo shall, and shall cause its applicable Subsidiaries to, assign, transfer, convey and deliver to REIT and/or certain Persons designated by REIT who are or will become members of the REIT Group, and REIT or such Persons shall accept from OpCo and its applicable Subsidiaries, all of OpCo’s and/or such Subsidiaries’ respective right, title and interest in and to all REIT Assets other than Excluded Assets; and (ii) subject to Section 2.5(c), REIT and/or certain Persons designated by REIT who are or will become members of the REIT Group shall accept, assume and agree to perform, discharge and fulfill all the REIT Liabilities in accordance with their respective terms.

Section 2.2 Assets. For the purposes of this Agreement, “REIT Assets” shall mean the following assets, properties, rights, entitlements, benefits and interests, in each case as they exist immediately prior to the Effective Time (without duplication and in each case other than to the extent the same are Excluded Assets):

(i) (A) the Real Property set forth on Schedule 2.2(i) (the “REIT Owned Real Property”), (B) all rights, benefits and entitlements appurtenant to, or otherwise held for the benefit of the owner of, the REIT Owned Real Property owned by OpCo and/or its Subsidiaries (including, for the avoidance of doubt, (x) any easements, development rights and subsurface rights appurtenant to or benefitting the REIT Owned Real Property and (y) all rights, title and interests of the owner of the REIT Owned Real Property as landlord under any leases thereof and in any instrument, document and agreement with respect to such Real Property or that otherwise are of the nature to run with the land) and (C) all related Fixtures and Attachments affixed to or installed on the REIT Owned Real Property and owned by OpCo and/or its Subsidiaries;

(ii) (A) the leasehold interests in the Real Property set forth on, pursuant to the leases described on, Schedule 2.2(ii) (the property so leased, the “REIT Leased Real Property,” such leases, the “REIT Leases” and the applicable leasehold interests, the “REIT Leasehold Interests”), (B) all rights, benefits and entitlements appurtenant to, or otherwise held for the benefit of, the REIT Leasehold Interests (including, for the avoidance of doubt, all rights, title and interests of the holder of the REIT Leasehold Interests as tenant under the leases of the REIT Leased Real Property and as sublandlord under any subleases thereof) and (C) all related Fixtures and Attachments affixed to or installed on the REIT Leased Real Property and owned by OpCo and/or its Subsidiaries (and/or by the holder of the REIT Leasehold Interests);

(iii) all issued and outstanding capital stock of, or other equity interests set forth on Schedule 2.2(iii);

(iv) all interests of OpCo and/or its Subsidiaries in and to all agreements set forth on Schedule 2.2(iv) (the “REIT Contracts”);

(v) all rights, title and interests of OpCo and/or its Subsidiaries in and to all assets and properties set forth on Schedule 2.2(v) (the “TRS Assets”);

(vi) \$56,525,000 cash (exclusive of, and in addition to, any cash described in the preceding clauses (vi)-(vii)) and inclusive of \$12,000,000 in lieu of that certain Gulfstream Aerospace Corp. model GV-SP (G550) aircraft bearing manufacturer’s serial number 5230 and U.S. Registration No. N898CE);

(vii) all interests of OpCo and/or its Subsidiaries as tenant in and to all other assets and properties expressly listed on Schedule 2.2(vii); and

(viii) to the extent not described in the foregoing clauses (i) through (ix), all interests of OpCo and/or its Subsidiaries in and to all assets and properties of REIT and its Subsidiaries set forth on Schedule 2.2(viii) (the “Asset Register”), as such Asset Register may be amended by mutual written agreement of the parties after the Effective Date; provided, that if there is a manifest error in the categorization of any asset or property set forth in the Asset Register as determined in accordance with the classification provided for by the Methodology, such that an asset or property allocated to REIT and/or its Subsidiaries, on the one hand, or to OpCo and/or its Subsidiaries, on the other hand, should have been allocated to the other party and/or its Subsidiaries, then the classification provided for by the Methodology shall govern and such inappropriately classified asset or property shall be deemed to be a REIT Asset or an Excluded Asset, as the case may be.

For the purposes of this Agreement, “Excluded Assets” shall mean all assets, properties, rights and interests not expressly set forth within the definition of “REIT Assets.”

Section 2.3 Liabilities. For the purposes of this Agreement, “REIT Liabilities” shall mean, to the extent not discharged or released under the Bankruptcy Plan, all liabilities and obligations of the owner or holder of any of the REIT Assets arising from, under or in respect of the REIT Assets after the Effective Time (including, without limitation, liabilities and obligations arising in respect of the REIT Real Property, under the REIT Leases, and/or under the REIT Contracts); provided, however, that REIT Liabilities shall exclude liabilities and obligations to the extent such liabilities or obligations arise from a breach or violation by OpCo or its affiliates or Subsidiaries of a REIT Lease or REIT Contract prior to the Effective Time.

Section 2.4 Transfer Documents. In furtherance of the contribution, assignment, transfer, conveyance and delivery of the REIT Assets and the assumption of the REIT Liabilities in accordance with Sections 2.1(i) and 2.1(ii), on the date that such REIT Assets are contributed, assigned, transferred, conveyed or delivered or such REIT Liabilities are assumed, (i) OpCo shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such bills of sale, deeds, stock powers, certificates of title, assignments of contracts and other instruments of transfer, conveyance and assignment as and to the extent necessary or reasonably desirable to evidence the transfer, conveyance and assignment of all of OpCo Group’s right, title and interest in and to the REIT Assets to REIT and its Subsidiaries and (ii) REIT shall execute and deliver, and shall cause its Subsidiaries to execute and deliver, such assumptions of contracts and other instruments of assumption as and to the extent necessary or desirable to evidence the valid and effective assumption of the REIT Liabilities by REIT and its Subsidiaries (collectively, the “Transfer Documents”).

Section 2.5 Further Agreements. Each of OpCo and REIT acknowledges and agrees with the following:

(a) For a period of 90 consecutive calendar days commencing on the Effective Date, OpCo shall allow REIT’s employees, officers, and directors, at REIT’s sole expense, to continue to use the purchase cards maintained under OpCo’s outstanding line of credit listed on Exhibit B hereto, in accordance with the Current Limits, and the other terms and conditions, applicable thereto. REIT shall reimburse, or cause a subsidiary thereof to reimburse, any charges or other amounts incurred or owing and payable pursuant to the use of the purchase cards by REIT personnel within thirty (30) days from invoice of such charges or amounts;

(b) For a period of 90 consecutive calendar days commencing on the Effective Date, OpCo shall allow REIT to operate the bank accounts listed on Exhibit C hereto under the OpCo name. Such bank accounts set forth on Exhibit C shall be exclusively for use by REIT during such 90 day period;

(c) Commencing on the Effective Date, OpCo shall, on REIT's reasonable request, use reasonable efforts to locate and provide to REIT, any books, records and files relating to accounting, gaming, regulatory, architectural, structural, engineering and mechanical plans, electrical, soil, wetlands, environmental, and similar reports, studies and audits owned or held immediately prior to the Effective Time by OpCo or any of its Subsidiaries that are reasonably necessary to the REIT Business. Notwithstanding the foregoing or anything else contained herein to the contrary, the parties acknowledge and agree that REIT shall not be entitled to receive any such materials to the extent that (x) disclosure of such materials is not permitted by, or would otherwise violate, applicable Law, or (y) OpCo determines in good faith, upon advice of OpCo's counsel, that such materials would be reasonably likely to jeopardize, compromise or otherwise waive attorney-client privilege, the work product doctrine or other similar evidentiary privileges or doctrines (provided, however, that (A) the foregoing limitation shall only apply to the portion of such materials which would be required to preserve such privilege or doctrine and not to any other portion thereof and (B) OpCo shall, and shall cause its affiliates to, use reasonable best efforts to cause such materials to be provided in a manner that would not result in such jeopardy, compromise or waiver.

(d) In addition to the obligations of the parties set forth in the Leases, each of OpCo and REIT agree to cooperate reasonably and timely at the expense of the requesting party with the preparation of all financial statements required to be filed by the other party in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, through and including the filing by each party of the Annual Report on Form 10-K for the year ended December 31, 2017.

(e) For each of the rights and privileges granted pursuant to the foregoing Sections 2.5(a), (b), (c), and (d), each party shall conduct itself in a commercially reasonable manner, and each agrees to indemnify and hold harmless the other against all claims, losses, damages, costs and expenses arising from, relating to or in connection with its exercise of any rights or privileges under this Section 2.5.

#### Section 2.6 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will cooperate with each other and use (and will cause their respective Subsidiaries and, in the case of OpCo, each other member of the OpCo Group to use) commercially reasonable efforts, prior to, on and after the Effective Date, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations or otherwise to consummate and make effective the transactions contemplated by this Agreement and/or the Bankruptcy Plan.

(b) Without limiting the foregoing, prior to, on and after the Effective Date, each party hereto shall cooperate with the other party, and without any further consideration, but at the expense of the requesting party from and after the Effective Date, to execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to obtain or make any approvals or notifications from or with any governmental authority or any other Person under any permit, license, agreement, indenture or other instrument, and to take all such other actions as such party may reasonably be requested to take by any other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transfers of the REIT Assets and the assignment and assumption of the REIT Liabilities and the other transactions contemplated hereby.

(c) At or prior to the Effective Time, OpCo and REIT, in their respective capacities as direct and indirect stockholders of their respective Subsidiaries, shall each ratify (or cause to be ratified) any actions that are reasonably necessary or desirable to be taken by OpCo or any other Subsidiary of OpCo or REIT or any other Subsidiary of REIT, as the case may be, to effectuate the transactions contemplated by this Agreement.

Section 2.7 Apportionments. The terms and provisions of this Section 2.7 shall apply with respect to each of the Real Properties set forth on Schedule 2.7 (each, a “Golf Course Property” and collectively, the “Golf Course Properties”).

(a) The prorations and apportionments (the “Apportionments”) hereunder for each Golf Course Property shall be jointly prepared by OpCo and REIT on or before the Effective Date on the basis of actual and estimated amounts as provided in Section 2.7(b) of this Agreement. In the event any Apportionments made under this Agreement shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same during the ninety (90) day period after the Effective Date. To the extent it shall be determined that a party was initially allocated any amount of the Apportionments in excess of the amount to which it is entitled hereunder, such party shall remit such excess amount to the other party within ten (10) days after such determination. The Apportionments, as adjusted, if applicable, during said ninety (90) day period shall be conclusive and binding on OpCo and REIT.

(b) The following shall be apportioned as of the close of business on the day immediately preceding the Effective Date:

(i) real property taxes, sewer taxes and rents, vault taxes and any other governmental taxes and charges levied or assessed against the applicable Golf Course Property or the use thereof, on the basis of the respective fiscal years for which each is assessed;

(ii) water rates and charges, unless the direct responsibility of any tenant of the applicable Golf Course Property;

(iii) annual license, permit and inspection fees, if any;

(iv) fuel (as estimated by OpCo’s supplier, at OpCo’s cost, together with sales tax) and steam, gas, electricity charges and all other utilities which are supplied to the applicable Golf Course Property (except to the extent the same are the direct responsibility of any tenant of the applicable Golf Course Property);

(v) rents and all other charges (including reimbursement payments) payable under any lease with a tenant of the applicable Golf Course Property as and when collected; provided, however, that if any rents under any leases shall be accrued and unpaid at the Effective Date, the rents collected by REIT on or after the Effective Date shall first be applied to all rents due and payable for the calendar month in which the Effective Date occurs; next to all rent due OpCo and payable for the month immediately preceding the calendar month in which the Effective Date occurs; next to all rents due and payable at the time of such collection with respect to the period after the calendar month in which the Effective Date occurs; and the balance shall be applied to the extent of delinquent rents for the period prior to the month immediately preceding the calendar month in which the Effective Date occurs. Any sums received by REIT to which OpCo is entitled shall be held in trust for OpCo on account of said past due rents payable to OpCo, and REIT shall remit any such sums to OpCo within ten (10) days after receipt thereof. OpCo agrees that if OpCo receives any amounts after the Effective Date which are attributable, in whole or in part, to any period after the Effective Date, OpCo shall remit to REIT that portion of the monies so received by OpCo to which REIT is entitled within ten (10) days after receipt thereof;

(vi) all charges and payments under any service contracts in effect with respect to the applicable Golf Course Property; and

(vii) all other income from and expense relating to the applicable Golf Course Property of every type and nature as is customary with the closing of a commercial property transaction in the city and state in which the applicable Golf Course Property is located.

(c) If any refund of real property taxes or assessments, water rates and charges or sewer taxes and rents shall be made after the Effective Date and is received by REIT or OpCo, the same shall be held in trust by the receiving party, and shall first be applied to the unreimbursed costs incurred in obtaining the same, and the balance, if any, shall be paid to OpCo (for the period prior to the Effective Date) and to REIT (for the period commencing with the Effective Date).

### ARTICLE III

#### MISCELLANEOUS

Section 3.1 Recourse. Nothing in this Agreement shall limit any obligation or liability of OpCo (or any related party) under the Bankruptcy Plan, any Transaction Document, any other agreement entered into to effect the Restructuring Transactions or otherwise.

Section 3.2 Governing Law; Jurisdiction; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by and construed and interpreted in accordance with the internal Laws of the State of New York irrespective of the choice of Laws principles of any other

jurisdiction. Any dispute, controversy or claim arising out of or relating to this Agreement shall be subject to the jurisdiction of and determination by the courts of the State of New York sitting in the County of New York or, if under applicable Law jurisdiction is vested in the federal courts, the court of the United States of America for the Southern District of New York. Each party consents that any such dispute, controversy or claim arising out of or relating to this Agreement may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such dispute, controversy or claim in any such court or that such dispute, controversy or claim was brought in an inconvenient court and agrees not to plead or claim the same. EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY DISPUTE, CONTROVERSY OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ITS PERFORMANCE UNDER OR THE ENFORCEMENT OF THIS AGREEMENT.

Section 3.3 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the other Transaction Documents shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or electronic transmission with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 3.3):

If to OpCo or a member of the OpCo Group, to:

Caesars Entertainment Operating Company, Inc.  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: General Counsel  
Email: corplaw@caesars.com

If to REIT, to:

VICI Properties Inc.  
Attention: Chief Executive Officer  
8329 W. Sunset Road, Suite 210  
Las Vegas, Nevada 89113

Section 3.4 Termination. This Agreement may not be terminated except by an agreement in writing signed by each of OpCo and REIT.

Section 3.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall remain in full force and effect.



Section 3.6 Binding Effect; Assignment; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be assigned, whether by operation of Law or otherwise, by either party without the prior written consent of the other party hereto. Notwithstanding the foregoing, either party may (i) assign any or all of its rights and obligations under this Agreement to any of its wholly-owned Subsidiaries, (ii) assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets, properties or entities or lines of business, or (iii) pledge or otherwise encumber any of its rights and obligations under this Agreement as security for any of its or its affiliates' liabilities or obligations; provided, however, that, in each such case, no such assignment shall release the assigning party from any liability or obligation under this Agreement. Any assignment in contravention of this Section shall be void and of no effect. This Agreement is for the sole benefit of the parties to this Agreement and members of their respective Group and their permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 3.7 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any other Transaction Document, the party or parties who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief (on an interim or permanent basis) of its rights under this Agreement or such Transaction Document, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The parties agree that the remedies at Law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived by each of the parties to this Agreement.

Section 3.8 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by OpCo and REIT. No waiver by any party of any provision of this Agreement shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 3.9 Counterparts. This Agreement may be executed in one (1) or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 3.10 Effectiveness. This Agreement shall be effective as of the Effective Date.

*[The remainder of this page is intentionally left blank.]*

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

**CAESARS ENTERTAINMENT  
OPERATING COMPANY, INC.**

By: /s/ Randall Eisenberg  
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

**VICI PROPERTIES INC.**

By: /s/ John Payne  
Name: John Payne  
Title: President

*[Signature Page to Separation Agreement]*

## SCHEDULE 1

### DEFINITIONS

“Effective Time” means 12:01 a.m., New York City Time, on the Effective Date. For purposes of this Agreement, all transactions that are to occur on the Effective Date pursuant to the Bankruptcy Plan shall be deemed to have occurred as of the Effective Time, unless otherwise specified in the Bankruptcy Plan.

“Fixtures and Attachments” means all fixtures, equipment, machinery and other items of property, including all components thereof, that are now or hereafter located in, on or used in connection with and permanently affixed to or are otherwise incorporated into Real Property, or are otherwise deemed “fixtures” under applicable state Law or a Fixture and Attachment under the Methodology; and, without limiting the generality of the foregoing, all millwork, doors, door frames, handles, windows, window frames, locks, fire and other alarm systems, security systems, flooring, tiling, lighting, lighting fixtures, chandeliers, sconces, valances, walling, paneling, partitions, seating, insulation, bars, bar tops, counter tops, fountains, sprinkler systems, fire suppression systems, toilets, sinks, plumbing, pumps, showerheads, bathtubs, showers, faucets, curtain rods, countertops, awnings, bannisters, railings, cables, wiring, power switches, conduits, sensors, wallpaper, wheelchair lifts, hydraulics, insulation, boilers, heaters, water tanks, water heaters, fans, gates, conveyor belts, and lifts (including handicap).

“Group” means the OpCo Group or the REIT Group, as the context requires.

“Law” means any national, supranational, federal, state, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any income tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation or other requirement, in each case, enacted, promulgated, issued or entered by a governmental authority.

“Leases” mean, collectively, those certain (i) Lease (Non-CPLV), dated as of the date hereof, by and between CEOC, LLC, a Delaware limited liability company (“CEOC, LLC”) and the other tenant entities listed therein, as tenant, and the landlord entities listed therein, as landlord, (ii) Lease (CPLV), dated as of the date hereof, by and between CPLV Property Owner, LLC, a Delaware limited liability company, as landlord, and Desert Palace LLC, a Nevada limited liability company, Caesars Entertainment Operating Company, Inc., a Delaware corporation and CEOC, LLC, as tenant, and (iii) Lease (Joliet), dated as of the date hereof, by and between Harrah’s Joliet Landco LLC, a Delaware limited liability company, as landlord, and Harrah’s Joliet Landco LLC, a Delaware limited liability company, as tenant.

“Methodology” means the fixed asset methodology as set forth on Exhibit D.

“OpCo Group” means OpCo, each Subsidiary of OpCo and each other Person that is controlled directly or indirectly by OpCo; provided, however, that no director, officer, employee, agent or other representative of any of the foregoing who is a natural person shall be deemed a member of the OpCo Group; provided, further, that no member of the REIT Group shall be deemed a member of the OpCo Group.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates (including certificates of occupancy), variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, governmental authority or other entity.

“Real Property” means all interests in real property of whatever nature, whether as owner, mortgagee or holder of a Lien in real property, lessor, sublessor, lessee, sublessee or otherwise, and including all buildings, airplane hangars, vessels, ships and barges located thereon or moored or otherwise connected thereto and all associated parking areas, fixtures and all other improvements located thereon, and including all rights, benefits, privileges, tenements, hereditaments, covenants, conditions, restrictions, easements and other appurtenances on such real property or otherwise appertaining to or benefitting the real property and/or the improvements situated thereon, including all mineral rights, development rights, air and water rights, subsurface rights, vested rights entitling, or prospective rights which may entitle the owner of the real property to related easements, land use rights, air rights, viewshed rights, density credits, water, sewer, electrical or other utility service, credits and/or rebates, strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the real property, and all easements, rights of way and other appurtenances used or connected with the beneficial use or enjoyment of the real property.

“REIT Business” means the business of (a) owning, leasing and disposing of the REIT Real Property; provided, for the avoidance of doubt, that the REIT Business shall not include the business of operating any casinos, racetracks or other facilities located at the REIT Real Property, other than the TRS Assets, and (b) owning, leasing, operating and disposing of the TRS Assets.

“REIT Group” means REIT and each of its direct and indirect Subsidiaries immediately following implementation of the Restructuring Transactions; provided, however, that no director, officer, employee, agent or other representative of any of the foregoing who is a natural person shall be deemed a member of the OpCo Group; provided, further, that no member of the OpCo Group shall be deemed a member of the REIT Group.

“REIT Real Property” means the REIT Owned Real Property together with the REIT Leased Real Property.

“Subsidiary” shall have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended.

“Transaction Documents” means this Agreement, the Transfer Documents and the other agreements set forth on Schedule 1.3.

## EXHIBIT A

### RESTRUCTURING TRANSACTIONS

#### Restructuring Transactions Steps

The Restructuring Transactions will be effectuated pursuant to the steps described below in the order listed:

1. On September 9, 2016, and pursuant to prior Bankruptcy Court approval, Caesars World, Inc. was converted from a Florida corporation to a Florida limited liability company under state law by filing a certificate of conversion with the Florida Secretary of State.

#### Pursuant to the Plan:

2. On July 5, 2016, (i) CEOC formed the REIT as a new, wholly-owned Delaware limited liability company, (ii) the REIT formed PropCo as a new Delaware limited partnership, and (iii) the REIT formed PropCo GP as a new Delaware limited liability company that will serve as the general partner of PropCo.
  - A. The REIT subsequently converted to a Maryland corporation and changed its legal name to “VICI Properties Inc.”
  - B. PropCo subsequently changed its legal name to “VICI Properties L.P.”
  - C. PropCo GP subsequently changed its legal name to “VICI Properties GP LLC.”
3. On July 5, 2016, PropCo formed PropCo 1, a new, wholly-owned Delaware limited liability company to facilitate the issuance of the PropCo debt in later steps.
  - A. PropCo 1 subsequently changed its name to “VICI Properties 1 LLC.”
4. On January 13, 2017, the REIT formed a new, wholly owned Delaware limited liability company (which entity subsequently changed its legal name to “VICI Golf LLC”) (“Golf TRS”) and Golf TRS formed the following new, wholly-owned Delaware limited liability companies, which will hold certain Golf Business Assets (as defined below) that are contributed in Steps 19 and 23 (such entities, collectively, the “Golf TRS Subs”).

#### Golf TRS Subs

Grand Bear LLC  
Cascata LLC  
Rio Secco LLC  
Chariot Run LLC

5. On the dates specified in the table below, PropCo 1 (or such other entity as noted in the following table) formed the following new, wholly-owned limited liability companies (in the following jurisdictions noted), which will hold certain assets and properties that are contributed in Steps 19, 20, and 21 (such entities, collectively, the “PropCo Subs”). Additionally, on August 10, 2017 PropCo 1 formed PropCo TRS LLC, a new wholly owned Delaware limited liability company (“PropCo TRS”).

### PropCo Subs

PropCo 1 formed Horseshoe Council Bluffs LLC (Delaware) — January 13, 2017  
PropCo 1 formed Harrah's Council Bluffs LLC (Delaware) — January 13, 2017  
PropCo 1 formed Harrah's Metropolis LLC (Delaware) — January 13, 2017  
PropCo 1 formed Horseshoe Southern Indiana LLC (Delaware) — January 13, 2017  
PropCo 1 formed New Horseshoe Hammond LLC (Delaware) — January 13, 2017  
PropCo 1 formed Horseshoe Bossier City Prop LLC (Louisiana) — January 24, 2017  
PropCo 1 formed Harrah's Bossier City LLC (Louisiana) — February 10, 2017  
PropCo 1 formed New Harrah's North Kansas City LLC (Delaware) — January 13, 2017  
PropCo 1 formed Grand Biloxi LLC (Delaware) — January 13, 2017  
PropCo 1 formed Horseshoe Tunica LLC (Delaware) — January 13, 2017  
PropCo 1 formed New Tunica Roadhouse LLC (Delaware) — January 13, 2017  
PropCo 1 formed Caesars Atlantic City LLC (Delaware) — January 13, 2017  
PropCo 1 formed Bally's Atlantic City LLC (Delaware) — January 13, 2017  
PropCo 1 formed Harrah's Lake Tahoe LLC (Delaware) — January 13, 2017  
PropCo 1 formed Harvey's Lake Tahoe LLC (Delaware) — January 13, 2017  
PropCo 1 formed CPLV Property Owner LLC (Delaware) — March 28, 2017<sup>1</sup>  
PropCo 1 formed Harrah's Reno LLC (Delaware) — January 13, 2017  
PropCo 1 formed Bluegrass Downs Property Owner LLC (Delaware) — March 28, 2017  
PropCo 1 formed Vegas Development LLC (Delaware) — January 13, 2017  
PropCo 1 formed Vegas Operating Property LLC (Delaware) — March 28, 2017  
PropCo 1 formed Harrah's Joliet LandCo LLC (Delaware) — February 3, 2017<sup>2</sup>  
PropCo 1 formed Miscellaneous Land LLC (Delaware) — August 17, 2017

6. On April 25, 2017, GCI formed GCI Spinco Inc., a new, wholly owned Delaware corporation ("GCI Spinco") and CEOC formed Mergeco GCI Spinco LLC, a new, wholly owned Delaware limited liability company. Further, on the dates specified in the table below, CEOC or its subsidiaries, as indicated below, formed the following new, wholly-owned limited liability companies, which will effectuate the LLC Mergers (as defined below) described in Steps 9, 10, and 18 (such entities, collectively, the "Opco LLC Merger Subs").

### Opco LLC Merger Subs

Grand Casinos, Inc. formed Mergeco GCA Acquisition Subsidiary LLC, a Minnesota LLC — April 26, 2017  
CEOC formed Mergeco HBR Realty Company LLC, a Nevada LLC — April 21, 2017

- <sup>1</sup> On July 26, 2017, PropCo 1 formed three new wholly owned Delaware limited liability companies to sit above CPLV Property Owner LLC. Accordingly, PropCo 1 owns CPLV Mezz 3 LLC, which owns CPLV Mezz 2 LLC, which owns CPLV Mezz 1 LLC, which owns CPLV Property Owner LLC.
- <sup>2</sup> On August 1, 2017, PropCo 1 assigned and transferred all of its limited liability company interests in Harrah's Joliet LandCo LLC to Des Plaines Development Limited Partnership.

CEOC formed Mergeco Harrah's New Orleans Management Company LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco East Beach Development LLC, a Mississippi LLC — May 2, 2017  
 CEOC formed Mergeco Caesars New Jersey LLC, a New Jersey LLC — May 5, 2017  
 Caesars New Jersey, Inc. formed Mergeco Boardwalk Regency LLC, a New Jersey LLC — May 5, 2017  
 CEOC formed Mergeco Bally's Park Place LLC, a New Jersey LLC — May 5, 2017  
 CEOC formed Mergeco Reno Projects LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Caesars Palace LLC, a Delaware LLC — May 2, 2017  
 Caesars Palace, Inc. formed Mergeco Caesars Palace Realty LLC, a Nevada LLC — May 2, 2017  
 CEOC formed Mergeco Southern Illinois Riverboat/Casino Cruises LLC, an Illinois LLC — May 2, 2017  
 Players International, LLC formed Mergeco Players Development LLC, a Nevada LLC — April 21, 2017  
 Caesars World, Inc. formed Mergeco Roman Holding LLC, an Indiana LLC — May 2, 2017  
 CEOC formed Mergeco Las Vegas Resort Development LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Harrah's Illinois LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Benco LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Trigger Real Estate LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Rio Development LLC, a Nevada LLC — April 21, 2017  
 CEOC formed Mergeco Caesars Entertainment Golf LLC, a Nevada LLC  
 CEOC formed Mergeco HTM Holding LLC, a Nevada LLC — May 2, 2017  
 Horseshoe Gaming Holding, LLC and Horseshoe GP, LLC, together, formed Mergeco New Robinson Property Group LLC, a Mississippi LLC owned 99% by Horseshoe Gaming Holding, LLC and 1% by Horseshoe GP, LLC — April 21, 2017

7. On May 31 and June 16, 2017, CEOC made capital contributions to its wholly-owned subsidiary, Grand Casinos, Inc. ("GCI") of certain intercompany receivables owed to it (or treated as owed to it for U.S. federal income tax purposes) by GCI.
8. On June 1, 2107, PropCo 1 assigned and transferred all of its limited liability company interests of Grand Biloxi LLC to GCI and Golf TRS assigned and transferred all of its limited liability company interests in Grand Bear LLC to GCI. On June 12, 2017, GCI formed Propco Gulfport LLC, a new wholly-owned Delaware limited liability company (Propco Gulfport LLC, Grand Biloxi LLC, and Grand Bear LLC collectively, the "GCI PropCo LLCs").

### **Internal Spin**

On July 17, 2017 and pursuant to the Plan:

9. GCA Acquisition Subsidiary, Inc. merged with and into Mergeco GCA Acquisition Subsidiary LLC (formed in Step 6) under applicable state law, with Mergeco GCA Acquisition Subsidiary LLC surviving. Immediately thereafter, the surviving entity's name was legally changed to remove "Mergeco."

10. East Beach Development Corp. merged with and into Mergeco East Beach Development LLC (formed in Step 6) under applicable state law, with Mergeco East Beach Development LLC surviving. Immediately thereafter, the surviving entity's name was legally changed to remove "Mergeco."
11. After Steps 9 and 10 and pursuant to the following steps, each of GCI's subsidiaries holding REIT Assets and Golf Business Assets transferred such assets to the applicable GCI PropCo LLC.
- A. Grand Casinos of Biloxi, LLC transferred the following REIT Assets to Grand Biloxi LLC.

**REIT Assets Transferred by Grand Casinos of Biloxi, LLC**  
**(Applicable Casino Facility Noted)**

307 Howard Boulevard (Owned) (*Grand Biloxi Casino and Biloxi Land*)  
271 and 287 Howard Avenue (2 APNs) (*Grand Biloxi Casino and Biloxi Land*)  
Maple Street Residential (12 APNs) (*Grand Biloxi Casino and Biloxi Land*)  
Oak Street Residential (21 APNs) (*Grand Biloxi Casino and Biloxi Land*)  
Beach Boulevard (7 APNs) (Note: This appears to be operative casino, hotel, and spa property) (Owned) (*Grand Biloxi Casino and Biloxi Land*)  
243, 309, and 313 Howard Ave (3 APNs) (*Grand Biloxi Casino and Biloxi Land*)  
1st Street (5 APNs) (*Grand Biloxi Casino and Biloxi Land*)  
219 Beach Boulevard and no situs (Leased) (*Grand Biloxi Casino and Biloxi Land*)  
245, 265, 285, and 288 Beach Boulevard (6 APNs) (Note: This appears to be operative casino, hotel, and spa property) (*Grand Biloxi Casino and Biloxi Land*)  
4201 Iris Street and 315 Beach Boulevard (2 APNs) (Leased) (*Grand Biloxi Casino and Biloxi Land*)  
0 Beach Boulevard (Owned) (*Grand Biloxi Casino and Biloxi Land*)  
224 1st Street (3 APNs) (Owned) (*Grand Biloxi Casino and Biloxi Land*)  
LLC interests in Biloxi Hammond LLC (owner of the Horseshoe Hammond barge) (*Horseshoe Hammond*)

- B. GCA Acquisition Subsidiary LLC transferred the following REIT Assets to Propco Gulfport LLC.

**REIT Assets Transferred by**  
**GCA Acquisition Subsidiary LLC**  
**(Applicable Casino Facility Noted)**

0 and 1800 N. Beach Boulevard (2 APNs) (Owned) (*Land Leftover from Harrah's Gulfport*)  
PT 2A REAR 1ST WARD (no common address) (Vacant Land) (Owned) (*Land Leftover from Harrah's Gulfport*)

- C. GCI contributed the following Golf Business Assets to Grand Bear LLC.



**Golf Business Assets Transferred by GCI**  
**(Applicable Golf Course Noted)**

12040 Grand Way Boulevard, White Star Road, Wickstrand Road (4 APNs) (Owned) and all other golf-related assets, including personal property (*Grand Bear Golf Course*)

12. After the Step 11 property transfers, GCI contributed all of its limited liability company interests in each of the GCI PropCo LLCs to GCI Spinco.
13. And after the Step 12 contributions, GCI distributed all of the stock of GCI Spinco to CEOC (the “Internal Distribution”).

On July 18, 2017 and pursuant to the Plan:

14. GCI Spinco merged with and into Mergeco GCI Spinco LLC with Mergeco GCI Spinco LLC surviving. Immediately thereafter, the surviving entity’s name was legally changed to remove “Mergeco.”
15. After the Step 14 merger, East Beach Development LLC transferred the following REIT Assets to Grand Biloxi LLC.

**REIT Assets Transferred by**  
**East Beach Development LLC**  
**(Applicable Casino Facility Noted)**

Miscellaneous parcels purchased after Katrina (20 APNs) (Owned) (*Grand Biloxi Casino and Biloxi Land*)

**Pre-Effective Date Entity Dissolutions**

16. As of September 29, 2017, the following entities dissolved or converted to LLC pursuant to the following steps:
  - A. *Dormant Entity Dissolutions.* The following entities dissolved by merging with and into Bally’s Midwest Casino, Inc., with Bally’s Midwest Casino, Inc. surviving.

**Subsidiaries Dissolving Prior to Effective Date**

3535 LV Parent, LLC (Delaware)  
Biloxi Village Walk Development, LLC (Delaware)  
BPP Providence Acquisition Company, LLC (Delaware)  
Caesars Air, LLC (Delaware)  
Caesars Baltimore Development Company, LLC (Delaware)  
Caesars Entertainment Canada Holding, Inc. (Nevada)  
Caesars Entertainment Retail, Inc. (Nevada)  
Caesars Escrow Corporation (Delaware)  
Caesars India Sponsor Company, LLC (Nevada)  
Caesars Massachusetts Development Company, LLC (Delaware)  
Caesars Massachusetts Management Company, LLC (Delaware)  
Caesars Operating Escrow, LLC (Delaware)  
Caesars Palace Sports Promotions, Inc. (Nevada)  
CG Services, LLC (Delaware)

Consolidated Supplies Services and Systems (Nevada)  
CZL Development Company, LLC (Delaware)  
CZL Management Company, LLC (Delaware)  
DCH Lender, LLC (Nevada)  
FHR Corporation (Nevada)  
FHR Parent, LLC (Delaware)  
Flamingo-Laughlin Parent, LLC (Delaware)  
GNOC Corp. (New Jersey)  
Harrah's Bossier City Management Company, LLC (Nevada)  
Harrah's Investments, Inc. (Nevada)  
Harrah's Maryland Heights Operating Company (Nevada)  
Harrah's MH Project, LLC (Delaware)  
Harrah's Pittsburgh Management Company (Nevada)  
Harrah's Reno Holding Company, Inc. (Nevada)  
Harrah's Southwest Michigan Casino Corporation (Nevada)  
Harrah's Travel, Inc. (Nevada)  
Harrah's West Warwick Gaming Company, LLC (Delaware)  
Harveys C.C. Management Company, Inc. (Nevada)  
H-BAY, LLC (Nevada)  
HHLV Management Company, LLC (Nevada)  
Horseshoe Shreveport, LLC (Louisiana)  
JCC Holding Company II Newco, LLC (Delaware)  
Las Vegas Golf Management, LLC (Nevada)  
Laundry Parent, LLC (Delaware)  
LVH Corporation (Nevada)  
LVH Parent, LLC (Delaware)  
Nevada Marketing, LLC (Nevada)  
Octavius Linq Holding Co., LLC (Delaware)  
Parball Parent, LLC (Delaware)  
PH Employees Parent, LLC (Delaware)  
Players LC, LLC (Nevada)  
Players Maryland Heights Nevada, LLC (Nevada)  
Players Resources, Inc. (Nevada)  
Players Riverboat II, LLC (Louisiana)  
Players Riverboat Management, LLC (Nevada)  
Players Riverboat, LLC (Nevada)  
Players Services, Inc. (New Jersey)  
Showboat Atlantic City Mezz 1, LLC (Delaware)  
Showboat Atlantic City Mezz 2, LLC (Delaware)  
Showboat Atlantic City Mezz 3, LLC (Delaware)  
Showboat Atlantic City Mezz 4, LLC (Delaware)  
Showboat Atlantic City Mezz 5, LLC (Delaware)  
Showboat Atlantic City Mezz 6, LLC (Delaware)  
Showboat Atlantic City Mezz 7, LLC (Delaware)

Showboat Atlantic City Mezz 8, LLC (Delaware)  
Showboat Atlantic City Mezz 9, LLC (Delaware)  
Showboat Atlantic City Propco, LLC (Delaware)  
Village Walk Construction, LLC (Delaware)  
Woodbury Manager, LLC (Delaware)

B. *Other LLC Conversions.*

- 1) Caesars World LLC formed Mergeco Caesars World Marketing LLC, a new Nevada limited liability company. Caesars World Marketing Corporation merged with and into Mergeco Caesars World Marketing LLC under applicable state law, with Mergeco Caesars World Marketing LLC surviving.
- 2) Caesars World LLC formed Mergeco Caesars World Merchandising LLC, a new Nevada limited liability company. Caesars World Merchandising, Inc. merged with and into Mergeco Caesars World Merchandising LLC under applicable state law, with Mergeco Caesars World Merchandising LLC surviving.
- 3) CEOC formed Mergeco Caesars Marketing Services LLC, a new New Jersey limited liability company. Caesars Marketing Services, Inc. merged with and into Mergeco Caesars Marketing Services LLC under applicable state law, with Mergeco Caesars Marketing Services LLC surviving.

Pursuant to the Plan:

17. On September 25, 2017, CEOC assigned certain intercompany liabilities owed to it by certain of its direct and indirect subsidiaries to Caesars Entertainment Finance Corp. Immediately after such assignment and as of the same date, Caesars Entertainment Finance Corp. converted to a limited liability company by filing a certificate of conversion under applicable state law.
18. After the Step 17 assignment and conversion and as of September 29, 2017, pursuant to the following steps, each of CEOC's direct and indirect subsidiaries that holds (i) real property (including certain property associated with the barge casinos) associated with the operation and management of the casino entertainment facilities (the "Casino Business," and such property, the "REIT Assets") and (ii) assets and personnel associated with the golf course operation and management (the "Golf Business," and such assets the "Golf Business Assets") either merged under applicable state law with the applicable Opco LLC Merger Sub (each, an "LLC Merger") or engaged in an alternative transaction as described below (the "F Reorg Mechanism"), in each case, in order to become a limited liability company.<sup>3</sup>
  - A. *HBR Realty Company, Inc. — LLC Merger:* HBR Realty Company, Inc. merged with and into Mergeco HBR Realty Company LLC (formed in Step 6) under applicable state law, with Mergeco HBR Realty Company LLC surviving.

<sup>3</sup> After each LLC Merger described in this Step 18, the surviving LLC will change its name to remove "Mergeco," as necessary. Accordingly, subsequent steps in this memorandum remove "Mergeco" from applicable entity names.

- B. *Harveys Iowa Management Company, Inc. — F Reorg Mechanism:*
- 1) CEOC contributed all of the stock of Harveys Iowa Management Company, Inc. to New Harveys Iowa Inc.<sup>4</sup>
  - 2) Harveys Iowa Management Company, Inc. converted to a limited liability company by filing a certificate of conversion under applicable state law.
  - 3) New Harveys Iowa Inc. merged with and into CEOC, with CEOC surviving.
- C. *Harrah's New Orleans Management Company, Inc. — LLC Merger:* Harrah's New Orleans Management Company, Inc. merged with and into Mergeco Harrah's New Orleans Management Company LLC (formed in Step 6) under applicable state law, with Mergeco Harrah's New Orleans Management Company LLC surviving.
- D. *Robinson Property Group Corp. — F Reorg Mechanism:*
- 1) Horseshoe Gaming Holding, LLC and Horseshoe GP, LLC together contributed all of the stock of Robinson Property Group Corp. to New Robinson Property Group Corp.<sup>5</sup>
  - 2) Robinson Property Group Corp. converted to a limited liability company by filing a certificate of conversion under applicable state law.
  - 3) New Robinson Property Group Corp. merged with and into Mergeco New Robinson Property Group LLC (formed in Step 6) with Mergeco New Robinson Property Group LLC surviving.
- E. *Tunica Roadhouse Corp. — F Reorg Mechanism:*
- 1) CEOC contributed all of the stock of Tunica Roadhouse Corp. to Temp Tunica Roadhouse Corporation.<sup>6</sup>
  - 2) Tunica Roadhouse Corp. converted to a limited liability company by filing a certificate of conversion under applicable state law.
  - 3) Temp Tunica Roadhouse Corporation merged with and into CEOC, with CEOC surviving.

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<sup>4</sup> CEOC formed New Harveys Iowa Inc. as a new, wholly-owned Delaware corporation on August 30, 2017.

<sup>5</sup> New Robinson Property Group Corp. was formed as a new Delaware corporation owned 99% by Horseshoe Gaming Holding, LLC and 1% by Horseshoe GP, LLC on August 31, 2017.

<sup>6</sup> CEOC formed Temp Tunica Roadhouse Corporation was formed as a new, wholly-owned Delaware corporation on August 31, 2017.

- F. *Caesars New Jersey, Inc. and Boardwalk Regency Corp. — LLC Mergers:*
- 1) First, Caesars New Jersey, Inc. merged with and into Mergeco Caesars New Jersey LLC (formed in Step 6) under applicable state law, with Mergeco Caesars New Jersey LLC surviving.
  - 2) Second, Boardwalk Regency Corp. merged with and into Mergeco Boardwalk Regency LLC (formed in Step 6) under applicable state law, with Mergeco Boardwalk Regency LLC surviving.
- G. *Bally's Park Place, Inc. — LLC Merger:* Bally's Park Place, Inc. merged with and into Mergeco Bally's Park Place LLC (formed in Step 6) under applicable state law, with Mergeco Bally's Park Place LLC surviving.
- H. *Harveys Tahoe Management Company, Inc. — F Reorg Mechanism:*
- 1) HTM Holding, Inc. contributed all of the stock of Harveys Tahoe Management Company, Inc. to New Harveys Tahoe Inc.<sup>7</sup>
  - 2) Harveys Tahoe Management Company, Inc. converted to a limited liability company by filing a certificate of conversion under applicable state law.
  - 3) HTM Holding, Inc. merged with and into Mergeco HTM Holding LLC under applicable state law, with Mergeco HTM Holding LLC surviving.
  - 4) New Harveys Tahoe Inc. merged with and into Mergeco HTM Holding LLC (formed in Step 6) with Mergeco HTM Holding LLC surviving.
- I. *Reno Projects, Inc. — LLC Merger:* Reno Projects, Inc. merged with and into Mergeco Reno Projects LLC (formed in Step 6) under applicable state law, with Mergeco Reno Projects LLC surviving.
- J. *Caesars Palace Realty, Inc. and Caesars Palace, Inc. — LLC Mergers:*
- 1) First, Caesars Palace Corp. merged with and into Mergeco Caesars Palace LLC (formed in Step 6) under applicable state law, with Mergeco Caesars Palace LLC surviving.
  - 2) Second, Caesars Palace Realty, Inc. merged with and into Mergeco Caesars Palace Realty LLC (formed in Step 6) under applicable state law, with Mergeco Caesars Palace Realty LLC surviving.
- K. *Desert Palace, Inc. — F Reorg Mechanism:*
- 1) Caesars Palace, LLC contributed all of the stock of Desert Palace, Inc. to New Desert Palace Inc.<sup>8</sup>

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<sup>7</sup> HTM Holding, Inc. formed New Harveys Tahoe Inc. as a new, wholly-owned Nevada corporation on September 1, 2017.

<sup>8</sup> Caesars Palace, LLC formed New Desert Palace Inc. as a new, wholly-owned Delaware corporation on August 31, 2017.

- 2) Desert Palace, Inc. converted to a limited liability company by filing a certificate of conversion under applicable state law.
- 3) New Desert Palace Inc. merged with and into Caesars Palace, LLC, with Caesars Palace, LLC surviving.
- L. *Southern Illinois Riverboat/Casino Cruises, Inc. — LLC Merger:* Southern Illinois Riverboat/Casino Cruises, Inc. merged with and into Mergeco Southern Illinois Riverboat/Casino Cruises LLC (formed in Step 6) under applicable state law, with Mergeco Southern Illinois Riverboat/Casino Cruises LLC surviving.
- M. *Players Development, Inc. — LLC Merger:* Players Development, Inc. merged with and into Mergeco Players Development LLC (formed in Step 6) under applicable state law, with Mergeco Players Development LLC surviving.
- N. *Roman Holding Corp. of Indiana — LLC Merger:* Roman Holding Corp. of Indiana merged with and into Mergeco Roman Holding Company of Indiana LLC (formed in Step 6) under applicable state law, with Mergeco Roman Holding Company of Indiana LLC surviving.
- O. *Players Bluegrass Downs, Inc. — F Reorg Mechanism:*
  - 1) Players Holding, LLC contributed all of the stock of Players Bluegrass Downs, Inc. to New Players Bluegrass Downs, Inc.<sup>9</sup>
  - 2) Players Bluegrass Downs, Inc. converted to a limited liability company by filing a certificate of conversion under applicable state law.
  - 3) New Players Bluegrass Downs, Inc. merged with and into Players Holding, LLC, with Players Holding, LLC surviving.
- P. *Las Vegas Resort Development, Inc. — LLC Merger:* Las Vegas Resort Development, Inc. merged with and into Mergeco Las Vegas Resort Development LLC (formed in Step 6) under applicable state law, with Mergeco Las Vegas Resort Development LLC surviving.
- Q. *Des Plaines Development Limited Partnership — LLC Merger:* Harrah's Illinois, Inc. merged with and into Mergeco Harrah's Illinois LLC (formed in Step 6) under applicable state law, with Mergeco Harrah's Illinois LLC surviving.<sup>10</sup>
- R. *Benco, Inc. — LLC Merger:* Benco, Inc. merged with and into Mergeco Benco LLC (formed in Step 6) under applicable state law, with Mergeco Benco LLC surviving.

<sup>9</sup> Players Holding, LLC formed New Players Bluegrass Downs Inc. as a new, wholly-owned Nevada corporation on September 1, 2017.

<sup>10</sup> Harrah's Illinois, Inc. is the 80% partner of Des Plaines Development Limited Partnership. See Step 19.KK., below.

- S. *Trigger Real Estate Corp. — LLC Merger:* Trigger Real Estate, Inc. merged with and into Mergeco Trigger Real Estate LLC (formed in Step 6) under applicable state law, with Mergeco Trigger Real Estate LLC surviving.
- T. *Caesars Entertainment Golf, Inc. — LLC Merger:* Caesars Entertainment Golf, Inc. merged with and into Mergeco Caesars Entertainment Golf LLC (formed in Step 6) under applicable state law, with Mergeco Caesars Entertainment Golf LLC surviving.
- U. *Rio Development Company, Inc. — LLC Merger:* Rio Development, Inc. merged with and into Mergeco Rio Development LLC (formed in Step 6) under applicable state law, with Mergeco Rio Development LLC surviving.

**To Occur on the Effective Date:**

- 18.1 On the Effective Date, CAC will merge with and into CEC with CEC surviving (the “CAC-CEC Merger”). Shareholders of CAC will receive CEC stock as merger consideration in exchange for their CAC stock. Immediately following the effective time of the CAC-CEC Merger but prior to the effectiveness of the Plan, Hamlet Holdings, LLC, as true and lawful proxy and attorney-in-fact for the sponsor holders pursuant to an irrevocable proxy, will contribute and assign to CEC all of the shares of CEC common stock owned by the sponsor holders before giving effect to the CAC-CEC Merger. CEOC and certain of its subsidiaries will also engage in a series of transactions in order to assign certain non-property specific intellectual property to Caesars Enterprise Services, LLC (“CES”) and certain other property specific intellectual property to other specified subsidiaries of CEOC. Additionally, CEOC will contribute all of its equity in Caesars License Company, LLC to CES.
19. After the Step 18 transactions and pursuant to the following steps, CEOC and each of CEOC’s subsidiaries that holds REIT Assets or Golf Business Assets will transfer its REIT Assets and its Golf Business Assets to the REIT and will receive in exchange (i) 100% of the common and preferred stock of the REIT, (ii) new PropCo debt (to be issued by PropCo 1), (iii) the right to receive the proceeds of the debt issued in Step 22, and (iv) potentially the assumption by the REIT of a portion of CEOC’s liabilities that relate to the real property transferred and certain operating liabilities associated with the Golf Business (collectively, the “Contribution”). CEOC will also cause the Golf Business employees working for Caesars Enterprise Systems, LLC to become employees of the Golf TRS or the applicable Golf TRS Sub. ***For real estate transfer purposes, the transactions in Steps 19, 20, and 21 will be accomplished as follows: immediately after the above Step 18 transactions, each of CEOC’s subsidiaries that holds REIT Assets (other than GCI Spinco LLC and Harrah’s Illinois LLC), will transfer such assets directly to the applicable PropCo Sub listed in Step 21 below.***
- A. CEOC transfers the following REIT Assets and Golf Business Assets to the REIT.

**REIT Assets Transferred by CEOC**  
**(Applicable Casino Facility Noted)**

Parcel A — Tract II (Owned) (*Harrah’s Council Bluffs*)  
7400 NE Birmingham Road (Owned) (*Harrah’s North Kansas City*)  
4900 S Carson St (Owned) (*Harvey’s Lake Tahoe*)  
W Interstate 80 / Parcel 21 (Owned) (*Harrah’s Reno*)

219 North Center Street / Parcels 13-15 (5 APNs) (Owned) (*Harrah's Reno*)  
210 North Center Street / Parcels 18-20 (3 APNs) (Owned) (*Harrah's Reno*)  
140, 154, 158, and 160 Albert Avenue (4 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
Vacant Land in MO, 13971 Riverport Drive (Owned) (*No Casino — Misc. Vacant Land*)  
Harrah's Airplane Hangar, 5240 Haven St (Leased) (*No Casino — Airplane Hangar*)

**Golf Business Assets Transferred by CEOC**  
**(Applicable Golf Course Noted)**

All assets associated with the Cascata Golf Course, including real property referenced as 1 Cascata Dr (5 APNs) (Leased) and operating assets (*Cascata Golf Course*)

- B. GCI Spingo, LLC transfers the following REIT Assets and Golf Business Assets to the REIT.<sup>11</sup>

**REIT Assets Transferred by GCI Spingo LLC**  
**(Applicable Casino Facility Noted)**

LLC interests in Grand Biloxi LLC (*Grand Biloxi Casino and Biloxi Land,, Horseshoe Hammond*)  
LLC interests in Propco Gulfport LLC (*Land Leftover from Harrah's Gulfport*)

**Golf Business Assets Transferred by GCI Spingo LLC**  
**(Applicable Golf Course Noted)**

LLC interests in Grand Bear LLC (*Grand Bear Golf Course*)

- C. HBR Realty Company LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**HBR Realty Company LLC**  
**(Applicable Casino Facility Noted)**

2701 23rd Ave / Lot 1 (Owned) (*Horseshoe Council Bluffs*)  
2702 Mid America Drive / Lot 2 (Owned) (*Horseshoe Council Bluffs*)

- D. Harveys BR Management Company, Inc. transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Harveys BR Management Company, Inc.**  
**(Applicable Casino Facility Noted)**

Certain FF&E assets constituting real property and associated with the Horseshoe Council Bluffs casino (Owned) (*Horseshoe Council Bluffs*)

- E. Harveys Iowa Management Company LLC transfers the following REIT Assets to the REIT.

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<sup>11</sup> Prior to this transfer, certain operating assets will be transferred from Biloxi Hammond, LLC to Horseshoe Hammond, LLC.



**REIT Assets Transferred by**  
**Harveys Iowa Management Company LLC**  
**(Applicable Casino Facility Noted)**

1900 River Road / Parcel F (Owned) (*Harrah's Council Bluffs*)

1 Harrah's Boulevard / Parcel A — Tract I, B, C, D, and E (Owned; Sub-leased as to Parcel C) (golf course) (*Harrah's Council Bluffs*)

- F. Horseshoe Hammond, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Horseshoe Hammond, LLC**  
**(Applicable Casino Facility Noted)**

701-51 Approx. Indianapolis Boulevard and 200 N. Indianapolis Boulevard (2 APNs) (Owned) (*Horseshoe Hammond*)

1101 Railroad Street (Owned) (*Horseshoe Hammond*)

1025 Indianapolis Boulevard (Owned) (*Horseshoe Hammond*)

1050 Calumet Ave & 200 N. Indianapolis Blvd. (Owned) (*Horseshoe Hammond*)

1114 Indianapolis Boulevard (Owned) (*Horseshoe Hammond*)

825 Empress Drive (Leased) (*Horseshoe Hammond*)

701 Empress Drive (Leased) (*Horseshoe Hammond*)

1001 Calumet Ave East Parking Structure (Leased) (*Horseshoe Hammond*)

1001 Calumet Ave Hammond Water Works (Leased) (*Horseshoe Hammond*)

1002 Calumet Ave (Leased) (*Horseshoe Hammond*)

No situs — surface parking, vacant land, additional entry road (Leased) (*Horseshoe Hammond*)

- G. Harrah's Bossier City Investment Company, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Harrah's Bossier City Investment Company, LLC**  
**(Applicable Casino Facility Noted)**

No situs (3 APNs) (Owned) (*Harrah's Bossier City*)

8000 East Texas Street (Owned) (*Harrah's Bossier City*)

- H. Harrah's North Kansas City, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Harrah's North Kansas City, LLC**  
**(Applicable Casino Facility Noted)**

1 Riverboat Drive (Owned) (*Harrah's North Kansas City*)

1 Riverboat Drive, 210 Hwy, NE Chouteau Tfwy, 2025 Bedford Ave, 000000 NE Birmingham Rd (9 APNs) (Leased) (*Harrah's North Kansas City*)

NE Chouteau Tfwy (3 APNs) (Owned) (*Harrah's North Kansas City*)

- I. Robinson Property Group LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Robinson Property Group LLC**  
**(Applicable Casino Facility Noted)**

1021 Casino Center Drive, vacant land SW of entrance, and parking (3 APNs) (Owned) (*Horseshoe Tunica*)

Parcel F (Owned) (*Horseshoe Tunica*)  
Parcel G in Arkansas (Owned) (*Horseshoe Tunica*)

- J. Tunica Roadhouse LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Tunica Roadhouse LLC**  
**(Applicable Casino Facility Noted)**

1107 Casino Center Drive (3 APNs) (Owned) (*Tunica Roadhouse*)  
Vacant Land (No situs) (4 APNs) (50% Owned) (*Tunica Roadhouse*)

- K. Caesars New Jersey LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Caesars New Jersey LLC**  
**(Applicable Casino Facility Noted)**

6615 Delilah Rd (Owned) (*Caesars Atlantic City*)

- L. Boardwalk Regency LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Boardwalk Regency LLC**  
**(Applicable Casino Facility Noted)**

1 Atlantic Ocean (Owned) (*Caesars Atlantic City*)  
10 S Michigan Ave and 15 S Arkansas (Owned) (*Caesars Atlantic City*)  
1809 Pacific Avenue and 2101 Pacific Ave (Owned) (*Caesars Atlantic City*)  
2101 Boardwalk (Owned) (*Caesars Atlantic City*)  
Air Rights Pacific Ave and Air Rights Arkansas Ave (Owned) (*Caesars Atlantic City*)  
722 Mill Rd (Owned) (*Caesars Atlantic City*)  
621 W. Delilah Rd (Owned) (*Caesars Atlantic City*)  
139 S Arkansas Ave (Owned) (*Caesars Atlantic City*)  
2125 Boardwalk (Owned) (*Caesars Atlantic City*)

- M. Bally's Park Place LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Bally's Park Place LLC**  
**(Applicable Casino Facility Noted)**

1900 and 2000 Pacific Ave (2 APNs) (Owned) (*Bally's Atlantic City*)  
Air Rights Michigan Ave. (parking garage, sky bridge) (Owned) (*Bally's Atlantic City*)  
Air Rights Michigan Ave. (parking garage, Pop Lloyd casino, sky bridge) (Owned) (*Bally's Atlantic City*)  
Air Rights over Ohio Avenue and Air Rights over Pop Lloyd Blvd (Owned) (*Bally's Atlantic City*)  
1811 and 1901 Boardwalk (2 APNs) (Owned) (*Bally's Atlantic City*)  
1920 Hummock Ave (Owned) (*Bally's Atlantic City*)  
1935 Boardwalk a/k/a Schiff Parcel (Owned) (*Bally's Atlantic City*)  
124 Park Place (owned) (*Bally's Atlantic City*)

- N. Harveys Tahoe Management Company LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Harveys Tahoe Management Company LLC**  
**(Applicable Casino Facility Noted)**

15 Hwy 50 (3 APNs) (Owned) (*Harrah's Lake Tahoe*)  
18 Hwy 50 / Parcel 3 & 4 (Owned) (*Harvey's Lake Tahoe*)

- O. Tahoe Garage Propco, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Tahoe Garage Propco, LLC**  
**(Applicable Casino Facility Noted)**

Vacant Land (CA Parcel) (Leased) (*Harvey's Lake Tahoe*)  
40 Hwy 50 / Parcel 1 & 2 (Leased) (*Harvey's Lake Tahoe*)

- P. Reno Projects LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Reno Projects LLC**  
**(Applicable Casino Facility Noted)**

Center Street and 6th Street Vacant Land (4 APNs) (Owned) (*Harvey's Lake Tahoe*)

- Q. Caesars Palace Realty LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Caesars Palace Realty LLC**  
**(Applicable Casino Facility Noted)**

3500 and 3570 S Las Vegas Blvd (Forum Shops) (2 APNs) (Owned) (*Caesars Palace*)  
3570 and 3750 S Las Vegas Blvd (Parking Garage) (2 APNs) (Owned) (*Caesars Palace*)  
Paradise/Unassigned — Both Portions of Caesars Palace (3 APNs) (Owned) (*Caesars Palace*)  
3570 S Las Vegas Blvd (Owned) (*Caesars Palace*)

- R. Desert Palace LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Desert Palace LLC**  
**(Applicable Casino Facility Noted)**

Octavius Tower (Leased) (*Caesars Palace*)

- S. Reno Crossroads LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Reno Crossroads LLC**  
**(Applicable Casino Facility Noted)**

No address — Bounded by North Virginia Street, West Commercial Row, North Center Street and 219 North Center Street / Parcels 1- 12  
(12 APNs) (Owned) (*Harrah's Reno*)

- T. Southern Illinois Riverboat/Casino Cruises LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Southern Illinois Riverboat/Casino Cruises LLC**  
**(Applicable Casino Facility Noted)**

103 E 2nd St (Owned) (*Harrah's Metropolis*)  
Front Street (Leased) (*Harrah's Metropolis*)

- U. Players Development LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Players Development LLC**  
**(Applicable Casino Facility Noted)**

Pearl/Market Street Parking (2 APNs) (Owned) (*Harrah's Metropolis*)  
Front Street (2 APNs) (Owned) (*Harrah's Metropolis*)  
Ferry Street (4 APNs) (Owned) (*Harrah's Metropolis*)

- V. Roman Holding Company of Indiana LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Roman Holding Company of Indiana LLC**  
**(Applicable Casino Facility Noted)**

No situs — Casino Boat ("Glory of Rome") (Owned) (*Horseshoe Southern Indiana*)

- W. Caesars Riverboat Casino, LLC transfers the following REIT Assets and Golf Business Assets to the REIT.

**REIT Assets Transferred by**  
**Caesars Riverboat Casino, LLC**  
**(Applicable Casino Facility Noted)**

1195 and 1280 Stuckeys Road SE / Parcel I — Tract III (Owned) (*Horseshoe Southern Indiana*)  
11750 Avenue of The Emperors SE / Parcel I — Tract II (Owned) (*Horseshoe Southern Indiana*)  
1385 Highway 111 / Parcel I — Tract II (Owned) (*Horseshoe Southern Indiana*)  
Doolittle Hill Rd SE / Parcel II (Owned) (*Horseshoe Southern Indiana*)  
11999 Avenue of the Emperors / Parcel I — Tract I (Owned) (*Horseshoe Southern Indiana*)

**Golf Business Assets Transferred by**  
**Caesars Riverboat Casino, LLC**  
**(Applicable Golf Course Noted)**

8191 Chariot Run Drive / Parcel III — Tract 1 (Owned) (indicated as golf assets) and any other golf-related assets, including personal property (*Chariot Run Golf Course*)

- X. Horseshoe Entertainment<sup>12</sup> transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Horseshoe Entertainment**  
**(Applicable Casino Facility Noted)**

No situs — multiple properties (6 APNs) (Owned) (*Horseshoe Bossier City*)  
No situs — vacant land (2 APNs) (Owned) (*Horseshoe Bossier City*)  
No situs — casino boat (“King of the Red”) (Owned) (*Horseshoe Bossier City*)  
No title — Water Bottom Lease (Leased) (*Horseshoe Bossier City*)  
No situs — parking (Leased) (*Horseshoe Bossier City*)  
No situs — parking (3 APNs) (Owned) (*Horseshoe Bossier City*)

- Y. Players Bluegrass Downs LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Players Bluegrass Downs LLC**  
**(Applicable Casino Facility Noted)**

Park Avenue (Owned) (*Bluegrass Downs*)  
150 Downs Drive (Owned) (*Bluegrass Downs*)  
Stewart Nelson Park Road (Leased) (*Bluegrass Downs*)  
3327 Hinkleville Road and 155 Metcalf Lane (Leased) (*Bluegrass Downs*)

- Z. TRB Flamingo, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by TRB Flamingo, LLC**  
**(Applicable Casino Facility Noted)**

135, 141, 161, 163, and 165 Albert Avenue; 120 E. Flamingo; and “Paradise” (9 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)

- AA. Hole in the Wall, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Hole in the Wall, LLC**  
**(Applicable Casino Facility Noted)**

4041 Linq Lane (Commercial Retail) (2 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)

- BB. 190 Flamingo, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by 190 Flamingo, LLC**  
**(Applicable Casino Facility Noted)**

190 E Flamingo (Owned) (*No Casino — Las Vegas Land Assemblage*)

- CC. DCH Exchange, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by DCH Exchange, LLC**  
**(Applicable Casino Facility Noted)**

Paradise (former Summer Bay Timeshare) (17 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)

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<sup>12</sup> Horseshoe Entertainment is a limited partnership under Louisiana law.

DD. Winnick Holdings, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Winnick Holdings, LLC**  
**(Applicable Casino Facility Noted)**

150 and 152 Albert Ave and "Paradise" (14 APNs) (Owned) *(No Casino — Las Vegas Land Assemblage)*  
4155 Koval Ln (Owned) *(No Casino — Las Vegas Land Assemblage)*

EE. Las Vegas Resort Development LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by**  
**Las Vegas Resort Development LLC**  
**(Applicable Casino Facility Noted)**

Paradise (Owned) *(No Casino — Las Vegas Land Assemblage)*

FF. Koval Investment Company, LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Koval Investment Company, LLC**  
**(Applicable Casino Facility Noted)**

No situs – Vacant Land (3 APNs) (Owned) *(No Casino — Las Vegas Land Assemblage)*

GG. Benco LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Benco LLC**  
**(Applicable Casino Facility Noted)**

WHITE OAK PLANTATION 02, BLOCK 2, LOT 2 (no common address) (Owned) *(No Casino — Vacant Land in Splendora, TX)*

HH. Trigger Real Estate LLC transfers the following REIT Assets to the REIT.

**REIT Assets Transferred by Trigger Real Estate LLC**  
**(Applicable Casino Facility Noted)**

Houston Rd (2 APNs) (Owned) *(No Casino — Vacant Land at Turfway Park)*

II. Caesars Entertainment Golf LLC transfers the following Golf Business Assets to the REIT.

**Golf Business Assets Transferred by**  
**Caesars Entertainment Golf LLC**  
**(Applicable Golf Course Noted)**

All assets associated with the Cascata Golf Course, including real property referenced as 1 Cascata Dr (5 APNs) (Leased) and operating assets *(Cascata Golf Course)*

JJ. Rio Development Company LLC transfers the following Golf Business Assets to the REIT.

**Golf Business Assets Transferred by  
Rio Development Company LLC  
(Applicable Golf Course Noted)**

All assets associated with the Rio Secco golf course, including real property referenced as 2851 Grand Hills Dr. and Other Various Addresses (8 APNs) (Owned) and operating assets (*Rio Secco Golf Course*)

- KK. *Des Plaines Development Limited Partnership — Contribution.* Additionally, the Contribution of REIT Assets associated with Harrah's Joliet Casino Facility will occur pursuant to the following steps.
- 1) Des Plaines Development Limited Partnership transfers the following REIT Assets to Harrah's Joliet LandCo LLC, its wholly-owned subsidiary.

**REIT Assets Transferred by  
Des Plaines Development Limited Partnership to  
Harrah's Joliet LandCo LLC  
(Applicable Casino Facility Noted)**

N Joliet Street Parking and W Cass St Parking / Parcels 3, 12, 15, & 16 (6 APNs) (Owned) (*Harrah's Joliet*)  
58 W Clinton St / Parcel 13 (Owned) (*Harrah's Joliet*)  
75 W Van Buren St / Parcel 11 (Owned) (*Harrah's Joliet*)  
151 N Joliet St / Parcel 1 (Owned) (*Harrah's Joliet*)  
101 N Joliet St and Jefferson St / Parcels 2, 4, & 7-10 (3 APNs) (Owned) (*Harrah's Joliet*)

- 2) Des Plaines Development Limited Partnership distributes all of the interests of Harrah's Joliet LandCo LLC pro rata to its owners.
- 3) Harrah's Illinois LLC transfers its 80% interest in Harrah's Joliet LandCo LLC to the REIT.

20. After the Step 19 Contribution, the REIT will contribute its interests in all of the REIT Assets listed in Step 19 (including the LLC interests in Grand Biloxi LLC and Propco Gulfport LLC and its 80% interest in Harrah's Joliet LandCo LLC but excluding all Golf Business Assets) to PropCo in exchange for interests in PropCo. PropCo will then contribute its interests in all such REIT Assets received from the REIT and PropCo GP to PropCo 1 in exchange for interests in PropCo 1.
21. After the Step 20 contributions, pursuant to the following steps, PropCo 1 will contribute its interests in the various REIT Assets received from PropCo to the applicable PropCo Sub formed to hold such REIT Assets.
  - A. PropCo 1 contributes the following REIT Assets to Horseshoe Council Bluffs LLC.

**REIT Assets Transferred to Horseshoe Council Bluffs LLC**

2701 23rd Ave / Lot 1 (Owned) (*Horseshoe Council Bluffs*)  
2702 Mid America Drive / Lot 2 (Owned) (*Horseshoe Council Bluffs*)

- B. PropCo 1 contributes the following REIT Assets to Harrah's Council Bluffs LLC.

**REIT Assets Transferred to Harrah's Council Bluffs LLC**

1900 River Road / Parcel F (Owned) (*Harrah's Council Bluffs*)  
1 Harrah's Boulevard / Parcel A — Tract I, B, C, D, and E (Owned; Sub-leased as to Parcel C) (golf course) (*Harrah's Council Bluffs*)  
Parcel A — Tract II (Owned) (*Harrah's Council Bluffs*)

- C. PropCo 1 contributes the following REIT Assets to New Horseshoe Hammond LLC.

**REIT Assets Transferred to New Horseshoe Hammond LLC**

701-51 Approx. Indianapolis Boulevard and 200 N. Indianapolis Boulevard (2 APNs) (Owned) (*Horseshoe Hammond*)  
1101 Railroad Street (Owned) (*Horseshoe Hammond*)  
1025 Indianapolis Boulevard (Owned) (*Horseshoe Hammond*)  
1050 Calumet Ave & 200 N. Indianapolis Blvd. (Owned) (*Horseshoe Hammond*)  
1114 Indianapolis Boulevard (Owned) (*Horseshoe Hammond*)  
825 Empress Drive (Leased) (*Horseshoe Hammond*)  
701 Empress Drive (Leased) (*Horseshoe Hammond*)  
1001 Calumet Ave East Parking Structure (Leased) (*Horseshoe Hammond*)  
1001 Calumet Ave Hammond Water Works (Leased) (*Horseshoe Hammond*)  
1002 Calumet Ave (Leased) (*Horseshoe Hammond*)  
No situs — surface parking, vacant land, additional entry road (Leased) (*Horseshoe Hammond*)

- D. PropCo 1 contributes the following REIT Assets to Harrah's Bossier City LLC.

**REIT Assets Transferred to Harrah's Bossier City LLC**

No situs (3 APNs) (Owned) (*Harrah's Bossier City*)  
8000 East Texas Street (Owned) (*Harrah's Bossier City*)

- E. PropCo 1 contributes the following REIT Assets to New Harrah's North Kansas LLC.

**REIT Assets Transferred to  
New Harrah's North Kansas LLC**

1 Riverboat Drive (Owned) (*Harrah's North Kansas City*)  
1 Riverboat Drive, 210 Hwy, NE Chouteau Tfwy, 2025 Bedford Ave, 000000 NE Birmingham Rd (9 APNs) (Leased) (*Harrah's North Kansas City*)  
NE Chouteau Tfwy (3 APNs) (Owned) (*Harrah's North Kansas City*)  
7400 NE Birmingham Road (Owned) (*Harrah's North Kansas City*)

- F. PropCo 1 contributes the following REIT Assets to Horseshoe Tunica LLC.

**REIT Assets Transferred to Horseshoe Tunica LLC**

1021 Casino Center Drive, vacant land SW of entrance, and parking (3 APNs) (Owned) (*Horseshoe Tunica*)  
Parcel F (Owned) (*Horseshoe Tunica*)



Parcel G (Owned) (*Horseshoe Tunica*)  
Parcel E (Owned) (*Horseshoe Tunica*)  
1.126 Acres in Arkansas (Owned) (*Horseshoe Tunica*)

- G. PropCo 1 contributes the following REIT Assets to New Tunica Roadhouse LLC.

**REIT Assets Transferred to New Tunica Roadhouse LLC**

1107 Casino Center Drive (3 APNs) (Owned) (*Tunica Roadhouse*)  
Vacant Land (No situs) (4 APNs) (50% Owned) (*Tunica Roadhouse*)

- H. PropCo 1 contributes the following REIT Assets to Caesars Atlantic City LLC.

**REIT Assets Transferred to Caesars Atlantic City LLC**

6615 Delilah Rd (Owned) (*Caesars Atlantic City*)  
1 Atlantic Ocean (Owned) (*Caesars Atlantic City*)  
10 S Michigan Ave and 15 S Arkansas (Owned) (*Caesars Atlantic City*)  
1809 Pacific Avenue and 2101 Pacific Ave (Owned) (*Caesars Atlantic City*)  
2101 Boardwalk (Owned) (*Caesars Atlantic City*)  
Air Rights Pacific Ave and Air Rights Arkansas Ave (Owned) (*Caesars Atlantic City*)  
722 Mill Rd (Owned) (*Caesars Atlantic City*)  
621 W. Delilah Rd (Owned) (*Caesars Atlantic City*)  
139 S Arkansas Ave (Owned) (*Caesars Atlantic City*)  
2125 Boardwalk (Owned) (*Caesars Atlantic City*)

- I. PropCo 1 contributes the following REIT Assets to Bally's Atlantic City LLC.

**REIT Assets Transferred to Bally's Atlantic City LLC**

1900 and 2000 Pacific Ave (2 APNs) (Owned) (*Bally's Atlantic City*)  
Air Rights Michigan Ave. (parking garage, sky bridge) (Owned) (*Bally's Atlantic City*)  
Air Rights Michigan Ave. (parking garage, Pop Lloyd casino, sky bridge) (Owned) (*Bally's Atlantic City*)  
Air Rights Ohio Avenue and Air Rights over Pop Lloyd Blvd (Owned) (*Bally's Atlantic City*)  
1811 and 1901 Boardwalk (2 APNs) (Owned) (*Bally's Atlantic City*)  
1920 Hummock Ave (Owned) (*Bally's Atlantic City*)  
1935 Boardwalk a/k/a Schiff Parcel (Owned) (*Bally's Atlantic City*)  
124 Park Place (owned) (*Bally's Atlantic City*)

- J. PropCo 1 contributes the following REIT Assets to Harrah's Lake Tahoe LLC.

**REIT Assets Transferred to Harrah's Lake Tahoe LLC**

15 Hwy 50 (3 APNs) (Owned) (*Harrah's Lake Tahoe*)

- K. PropCo 1 contributes the following REIT Assets to Harvey's Lake Tahoe LLC.

**REIT Assets Transferred to Harvey's Lake Tahoe LLC**

18 Hwy 50 / Parcel 3 & 4 (Owned) (*Harvey's Lake Tahoe*)  
Vacant Land (CA Parcel) (Leased) (*Harvey's Lake Tahoe*)  
40 Hwy 50 / Parcel 1 & 2 (Leased) (*Harvey's Lake Tahoe*)

Center Street and 6<sup>th</sup> Street Vacant Land (4 APNs) (Owned) (*Harvey's Lake Tahoe*)  
4900 S Carson St (Owned) (*Harvey's Lake Tahoe*)

- L. PropCo 1 contributes the following REIT Assets down the chain through CPLV Mezz 3 LLC, CPLV Mezz 2 LLC, and CPLV Mezz 1 LLC and ultimately to CPLV Property Owner LLC.

**REIT Assets Transferred to  
CPLV Property Owner LLC**

3500 and 3570 S Las Vegas Blvd (Forum Shops) (2 APNs) (Owned) (*Caesars Palace*)  
3570 and 3750 S Las Vegas Blvd (Parking Garage) (2 APNs) (Owned) (*Caesars Palace*)  
Paradise/Unassigned — Both Portions of Caesars Palace (3 APNs) (Owned) (*Caesars Palace*)  
3570 S Las Vegas Blvd (Owned) (*Caesars Palace*)  
Octavius Tower (Leased) (*Caesars Palace*)

- M. PropCo 1 contributes the following REIT Assets to Harrah's Reno LLC.

**REIT Assets Transferred to Harrah's Reno LLC**

No address — Bounded by North Virginia Street, West Commercial Row, North Center Street and 219 North Center Street / Parcels 1- 12 (12 APNs) (Owned) (*Harrah's Reno*)  
W Interstate 80 / Parcel 21 (Owned) (*Harrah's Reno*)  
219 North Center Street / Parcels 13-15 (5 APNs) (Owned) (*Harrah's Reno*)  
210 North Center Street / Parcels 18-20 (3 APNs) (Owned) (*Harrah's Reno*)  
6<sup>th</sup> East / No. Center Street / Parcel 22 (Owned) (*Harrah's Reno*)

- N. PropCo 1 contributes the following REIT Assets to Harrah's Metropolis LLC.

**REIT Assets Transferred to Harrah's Metropolis LLC**

103 E 2<sup>nd</sup> St (Owned) (*Harrah's Metropolis*)  
Front Street (Leased) (*Harrah's Metropolis*)  
Pearl/Market Street Parking (2 APNs) (Owned) (*Harrah's Metropolis*)  
Front Street (2 APNs) (Owned) (*Harrah's Metropolis*)  
Ferry Street (4 APNs) (Owned) (*Harrah's Metropolis*)

- O. PropCo 1 contributes the following REIT Assets to Horseshoe Southern Indiana LLC.

**REIT Assets Transferred to  
Horseshoe Southern Indiana LLC**

1280 Stuckeys Road SE / Parcel I — Tract III (Owned) (*Horseshoe Southern Indiana*)  
11750 Avenue of The Emperors SE / Parcel I — Tract II (Owned) (*Horseshoe Southern Indiana*)  
1385 Highway 111 / Parcel I — Tract II (Owned) (*Horseshoe Southern Indiana*)  
Doolittle Hill Rd SE / Parcel II (Owned) (*Horseshoe Southern Indiana*)  
11999 Casino Center Drive / Parcel I — Tract I (Owned) (*Horseshoe Southern Indiana*)  
No situs — Casino Boat ("Glory of Rome") (Owned) (*Horseshoe Southern Indiana*)

- P. PropCo 1 contributes the following REIT Assets to Horseshoe Bossier City Prop LLC.

**REIT Assets Transferred to  
Horseshoe Bossier City Prop LLC**

No situs — multiple properties (6 APNs) (Owned) (*Horseshoe Bossier City*)  
No situs — vacant land (2 APNs) (Owned) (*Horseshoe Bossier City*)  
No situs — casino boat (“King of the Red”) (Owned) (*Horseshoe Bossier City*)  
No title — Water Bottom Lease (Leased) (*Horseshoe Bossier City*)  
No situs — parking (Leased) (*Horseshoe Bossier City*)  
No situs — parking (3 APNs) (Owned) (*Horseshoe Bossier City*)

- Q. PropCo 1 contributes the following REIT Assets to Bluegrass Downs Property Owner LLC.

**REIT Assets Transferred to  
Bluegrass Downs Property Owner LLC**

Park Avenue (Owned) (*Bluegrass Downs*)  
150 Downs Drive (Owned) (*Bluegrass Downs*)  
Stewart Nelson Park Road (Leased) (*Bluegrass Downs*)  
3327 Hinkleville Road and 155 Metcalf Lane (Leased) (*Bluegrass Downs*)

- R. PropCo 1 contributes the following REIT Assets to Vegas Development LLC.

**REIT Assets Transferred to Vegas Development LLC**

135, 141, 161, 163, and 165 Albert Avenue; 120 E. Flamingo; and “Paradise” (9 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
4041 Linq Lane (Commercial Retail) (2 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
190 E Flamingo (Owned) (*No Casino — Las Vegas Land Assemblage*)  
Paradise (former Summer Bay Timeshare) (17 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
150 and 152 Albert Ave and “Paradise” (14 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
4155 Koval Ln (Owned) (*No Casino — Las Vegas Land Assemblage*)  
Paradise (Owned) (*No Casino — Las Vegas Land Assemblage*)  
No situs — Vacant Land (3 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)  
140, 154, 158, and 160 Albert Avenue (4 APNs) (Owned) (*No Casino — Las Vegas Land Assemblage*)

- S. PropCo 1 contributes the following REIT Assets to Miscellaneous Land LLC.

**REIT Assets Transferred to Miscellaneous Land LLC**

WHITE OAK PLANTATION 02, BLOCK 2, LOT 2 (no common address) (Owned) (*No Casino — Vacant Land in Splendora, TX*)  
Houston Rd (2 APNs) (Owned) (*No Casino — Vacant Land at Turfway Park*)  
Vacant Land in MO, 13971 Riverport Drive (Owned) (*No Casino — Misc. Vacant Land*)

- T. PropCo 1 contributes the following REIT Assets to Vegas Operating Property LLC.

**REIT Assets Transferred to Vegas Operating Property LLC**

Harrah's Airplane Hangar, 5240 Haven St (Leased) (*No Casino — Airplane Hangar*)

22. CPLV Property Owner LLC (and certain of its parent entities) will issue the CPLV Market Debt to third parties for cash. CPLV Property Owner LLC (and the applicable parent entities) will distribute the cash proceeds of the CPLV Market Debt to PropCo 1, which will distribute all such cash proceeds to PropCo, which will in turn distribute such cash to the REIT. The REIT will, in turn, distribute such proceeds to CEOC in accordance with the Contribution.
23. After the Contribution, the REIT will contribute all of the the Golf Business Assets and liabilities received in the Contribution (including the LLC interests in Grand Bear LLC) to Golf TRS in exchange for equity of Golf TRS. Immediately thereafter and pursuant to the following steps, Golf TRS will contribute all such Golf Business Assets and liabilities to the applicable Golf TRS Sub. ***For real estate transfer purposes, Steps 19 and this Step 23 will be accomplished as follows: immediately after after the above Step 18 transactions, each of CEOC's subsidiaries that holds Golf Business Assets (other than GCI Spinco LLC) will transfer a 100% interest in its Golf Business Assets directly to the applicable Golf TRS Sub listed below in this Step 23.***
- A. Golf TRS contributes the following Golf Business Assets to Cascata LLC.

**Golf Business Assets Transferred to Cascata LLC**

All assets associated with the Cascata Golf Course, including real property referenced as 1 Cascata Dr (5 APNs) (Leased) and operating assets (*Cascata Golf Course*)

- B. Golf TRS contributes the following Golf Business Assets to Rio Secco LLC.

**Golf Business Assets Transferred to Rio Secco LLC**

All assets associated with the Rio Secco golf course, including real property referenced as 2851 Grand Hills Dr. and Other Various Addresses (8 APNs) (Owned) and operating assets (*Rio Secco Golf Course*)

- C. Golf TRS contributes the following Golf Business Assets to Chariot Run LLC.

**Golf Business Assets Transferred to Chariot Run LLC**

8191 Chariot Run Drive / Parcel III – Tract 1 (Owned) (indicated as golf assets) and any other golf-related assets, including personal property (*Chariot Run Golf Course*)

- 23.1. Immediately after completion of Steps 21, 22, and 23, (i) Grand Biloxi LLC will distribute all of its limited liability company interests in Biloxi Hammond, LLC to PropCo 1 and (ii) PropCo 1 will immediately contribute all such interests in Biloxi Hammond, LLC to New Horseshoe Hammond LLC.

24. PropCo, PropCo 1, and/or the PropCo Subs will enter into one or more long-term, triple-net master leases with CEOC and its subsidiaries with respect to the REIT Assets (other than, for the avoidance of doubt, any Golf Business Assets).
25. CEC will contribute cash, including the amount necessary to effectuate the New CEC Common Equity Buyback, and the CEC Convertible Notes to CEOC as a capital contribution (the “CEC Contribution”). The CEC Contribution will not extinguish or otherwise satisfy any outstanding claims CEOC may continue to have against CEC (or CEC’s non-CEOC subsidiaries), which claims will remain outstanding until Step 28, below. CEOC’s minority shareholders will have their CEOC shares cancelled pursuant to the Plan.
26. CEOC will distribute to Holders of Claims everything that such Holders are entitled to receive under the Plan, including all common and preferred stock of the REIT and the OpCo Series A Preferred Stock and including any amounts in respect of the New CEC Common Equity Buyback in lieu of OpCo Series A Preferred Stock in satisfaction of such Claims (the “Distribution”). Such Claims will be cancelled immediately after the Distribution (but prior to the CEOC Merger (as defined in Step 28)).
27. The PropCo Preferred Equity Call Right and the PropCo Preferred Equity Put Right will be exercised, as applicable.
28. CEOC will merge with and into a newly formed Delaware limited liability company, wholly owned by CEC (“CEOC, LLC,” formed on April 26, 2017) with CEOC, LLC surviving (the “CEOC Merger”). As consideration for the CEOC Merger, holders of the OpCo Series A Preferred Stock received in Step 26 will exchange such OpCo Series A Preferred Stock for New CEC Common Equity in such amounts as are set forth in the Plan and taking into account the New CEC Common Equity Buyback. In the CEOC Merger, CEC will acquire all of the outstanding assets of CEOC, including outstanding claims CEOC continues to have against CEC (or CEC’s non-CEOC subsidiaries). Such claims against CEC that are acquired in the CEOC Merger will therefore be extinguished by virtue of the CEOC Merger and will no longer remain outstanding thereafter.

#### **Effective Date Entity Dissolutions**

29. After the CEOC Merger, the following entities will dissolve by merging with and into Bally’s Midwest Casino, Inc., with Bally’s Midwest Casino, Inc. surviving:

#### **Subsidiaries Dissolving on the Effective Date**

Caesars Entertainment Golf LLC (Nevada)  
DCH Exchange, LLC (Nevada)  
East Beach Development LLC (Mississippi)  
GCA Acquisition Subsidiary LLC (Minnesota)  
Grand Media Buying, Inc. (Minnesota)  
Las Vegas Resort Development LLC (Nevada)  
Players Development LLC (Nevada)

Reno Projects, LLC (Nevada)  
Rio Development Company LLC (Nevada)  
Tahoe Garage Propco, LLC (Delaware)  
Trigger Real Estate LLC (Nevada)

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**EXHIBIT B**

**REIT P-CARD LIST**

On file with the Company.

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**EXHIBIT C**

**REIT BANK ACCOUNT LISTING**

On file with the Company.



## EXHIBIT D

### FIXED ASSET METHODOLOGY

#### Fixed Asset Summary\* Proposed Opco/Propco Fixed Asset Separation

#### CAESARS ENTERTAINMENT OPERATING COMPANY—FIXED ASSETS SEPARATION (all values in millions)

Asset Class	PropCo	OpCo	TRS	Total
Land	\$2,406.2	\$ 6.3	\$33.8	\$2,446.4
Land Improvements	32.8	0.5	22.9	56.2
Buildings and Improvements	1,974.8	14.2	26.7	2,015.7
Barges	382.3	—	—	382.3
FF&E	114.9	280.4	0.6	395.9
Total	\$4,911.0	\$301.5	\$84.1	\$5,296.5

Note: Values reflect net book value

#### Methodology

#### We employed the following methodology for determining the separation into PropCo and OpCo.

1. We used the following accepted tax law to determine which assets not included in items one and two constitute real property.
  - The seminal tax case in determining whether an asset is inherently permanent is *Whiteco Industries, Inc. v. Commissioner*, 65 T.C. 664 (1975). In *Whiteco*, The Tax Court put together a series of questions designed to ascertain whether a particular asset qualifies as tangible personal property rather than real property. The questions are relevant to the the Propco/Opco split question.
    - Is the property capable of being moved, and has it in fact been moved?
    - Is the property designed or constructed to remain permanently in place?
    - Are there circumstances, which tend to show the expected or intended lengths of affixation, i.e. are there circumstances, which show that the property may or will have to be removed?
    - How substantial of a job is the removal of a property and how time-consuming is it?
    - How much damage will the property sustain upon its removal?
    - What is the manner of affixation of the property to the land?

2. Utilizing the questions from *Whiteco* above, we evaluated each asset class (i.e. Land, Land Improvements, buildings, etc.) to determine which assets constituted real property and should move to Propco and which constituted tangible personal property and should be retained by Opco. Based on those evaluations we drew the following conclusions (with the noted exceptions):
  - All land is real property.
  - Barges are real property.
  - Buildings and Improvements are real property.
    - However, we evaluated building improvements with useful lives less than 7 years to determine if they met the characteristics for real property.
  - FF&E was assumed to be operating property.
    - However, if the useful life is greater than 7 years we evaluated the asset further to determine if the asset is real property.
    - If the asset description met the criteria of our additional “key word” search the asset was determined to be real property.
      - For assets with a useful life greater than seven years we evaluated the characteristics of FF&E to determine if any met the characteristics to qualify as real property and designated the asset accordingly.
      - A key word search was used to identify shorter-lived assets with Building and Improvement characteristics that are classified under the broader furniture, fixture, and equipment categories. We believe the key word listing is comprehensive and materially representative of the building and improvement assets included in FF&E. The complete key word listing is included on the following page.
      - We also individually evaluated FF&E assets with an acquisition cost greater than \$500,000 to determine if assets were real property or tangible property.
3. Each asset category, (i.e. Land, Land Improvements, Buildings & Improvements, Barges, and FF&E) was evaluated using the above criteria. A summary split of assets between Opco and Propco is provided at the conclusion.

## Key word Methodology

We performed a key word search (utilizing the table below) of the FF&E assets to identify assets that meet real property criteria. We believe the list of key words is comprehensive although not exhaustive.

### Furniture, Fixtures and Equipment key word Search

Bathtub	Conduit	Dumbwaiters	Lamp	Paradigm	Signage	Woodwork
Boiler	Construct	Electrical	Landscape	Pendant	Sprinkler	
Building	Conveying Systems	Fire Protect	Landscaping	Pendant Lamp	Stone	
Carpet	Counter Tops	Fire Protection	Lavatories	Piping	Tile	
CAT5	Countertops	Flooring	LED	Plumbing	Tiling	
CAT 5	CRPT	Frame	Light Fixture	Protection	Toilet	
Ceiling	Decorative Pendant	Generator	Lighting	SAFLOCK	Transformer	
Ceramic	Door	Heater	Lock	Sconce	Window	
Chandelier	Duct	Heat Exc	Millwork	Shower	Wiring	
Circuit Breakers	Ductwork	HVAC	Millwork variants (e.g. milwork, mwork,)	Sign	Wood	

Indoor signage assets were not classified as real property to the extent they contained the key words associated with gaming listed below.

### Indoor Gaming Signage key words

Craps	Keno	Display – Only certain slot assets containing this word were flagged
IGT	LCD	Slots
Poker	Roulette	Table
Video	Gaming	